

Application For Renewal Of
The Thomas A. Edison Charter School

2008-2013

OCT 15 2007



*"The three things that are most essential to achievement are
common sense, hard work and stick-to-it-iv-ness..... "*
Thomas Alva Edison

Charter Renewal Application Form

Name of Charter School

Thomas A. Edison Charter School

Name of Head of Board of Directors

Andrew Johnstone

Mailing Address for the Chair of Board of Directors

838 North Madison Street
Wilmington, Delaware 19801

Telephone Number for the Chair of Board of Directors

Home: 302-654-3617
Cellular: 610-972-8418

Fax Number for the Chair of Board of Directors

302-778-2039

Initial Opening Date

2000-2001 School Year

Current Approved Grades for School

Kindergarten through Eighth Grade

Signature of the Charter School Director



Date

10-12-07

Signature of the Board Chair



Date

10-12-07

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Telephone Number for the Chair of Board of Directors

Home: 302-654-3617
Cellular: 610-972-8418

Fax Number for the Chair of Board of Directors

302-778-2232

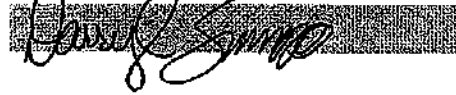
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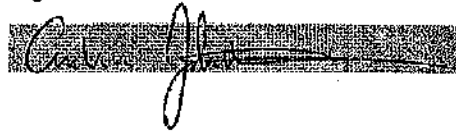
Signature of the Charter School Director



Date

10-12-07

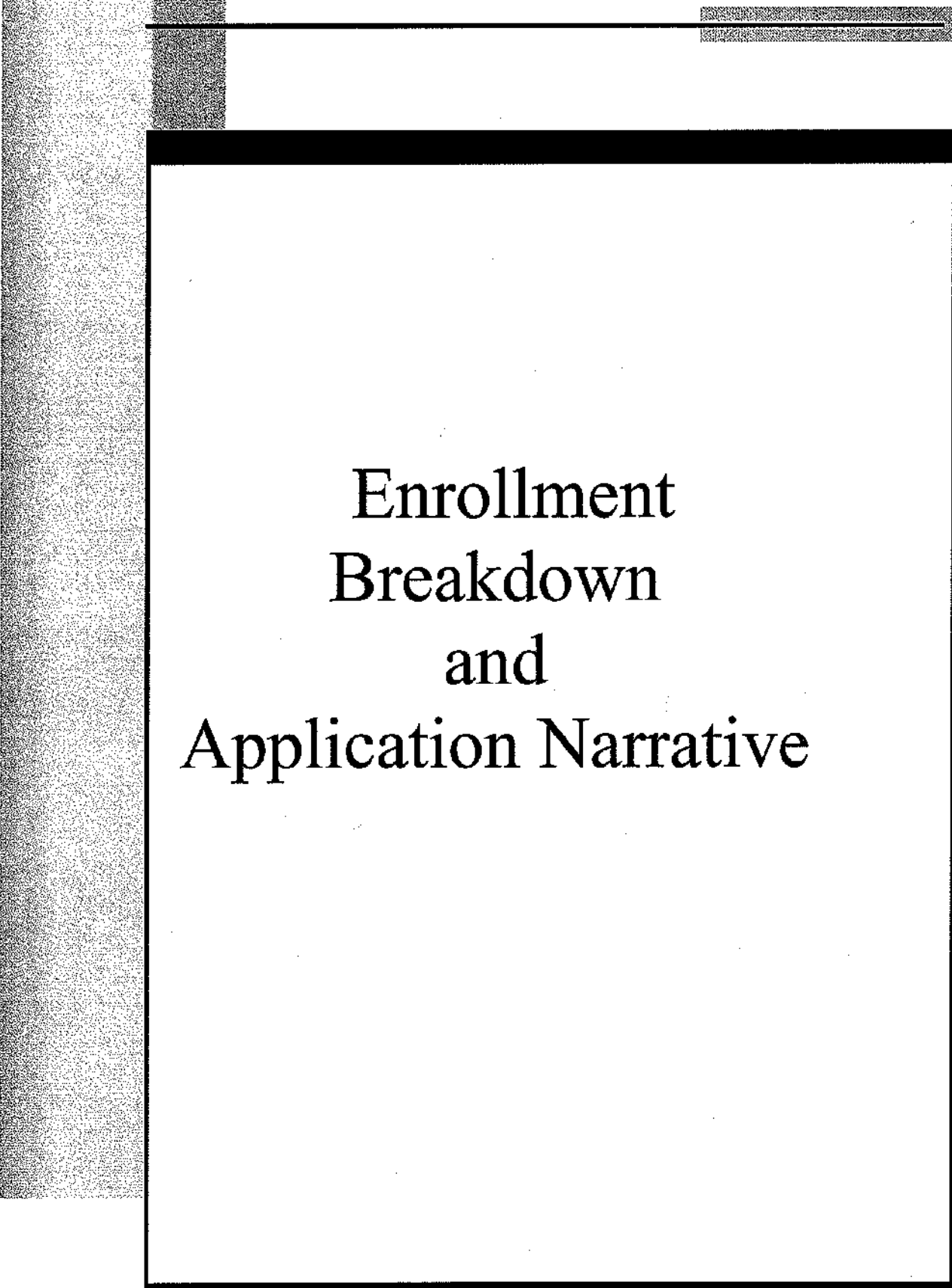
Signature of the Board Chair



Date

10-12-07

1	Enrollment Breakdown and Application Narrative
2	Applicant Qualifications
3	Form of Organization Board of Directors By-Laws
4	Missions, Goals, and Educational Objectives
5	Goals for Student Performance
6	Evaluating Student Performance Educational Program
7	Students with Special Needs
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14	Certification of Payments to Management Companies
15	Part II: Plan for the Proposed Charter Renewal Period



Enrollment
Breakdown
and
Application Narrative

Enrollment Breakdown by Grades for the Proposed Charter Term

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

Proposed Enrollment for 2008-09

Grade	Number
Kindergarten	135
First	120
Second	120
Third	110
Fourth	83
Fifth	84
Sixth	70
Seventh	55
Eighth	55
Total Enrollment	833

Proposed Enrollment for 2009-10

Grade	Number
Kindergarten	135
First	120
Second	120
Third	110
Fourth	83
Fifth	84
Sixth	70
Seventh	55
Eighth	55
Total Enrollment	833

Proposed Enrollment for 2010-11

Grade	Number
Kindergarten	135
First	120
Second	120
Third	110
Fourth	83
Fifth	84
Sixth	70
Seventh	55
Eighth	55
Total Enrollment	833

Proposed Enrollment for 2011-12

Grade	Number
Kindergarten	135
First	120
Second	120
Third	110
Fourth	83
Fifth	84
Sixth	70
Seventh	55
Eighth	55
Total Enrollment	833

Proposed Enrollment for 2012-13

Grade	Number
Kindergarten	135
First	120
Second	120
Third	110
Fourth	83
Fifth	84
Sixth	70
Seventh	55
Eighth	55
Total Enrollment	833

Part I. Demonstration of Success: Report on the Performance of the School during the Current Charter Period

Overview

Insert the school overview which you prepared for the most recent annual report.

Across the country cities are battling to improve education for urban students. In Wilmington, families have access to an urban school that is not struggling but is in fact succeeding at providing a high quality education! The school's steady achievement progress is bearing fruit for students, families, and the entire Wilmington Community.

Thomas A. Edison Charter School continues to serve a demographic population unique to Delaware public schools. No other school in Delaware serves students in grade kindergarten through grade 8 with a 97% African American population and over 85% qualifying for free or reduced lunch. In most cases, this demographic profile would be seen as "at risk" for meeting academic success. Yet, each of the past six years the school has shown positive achievement and progress.

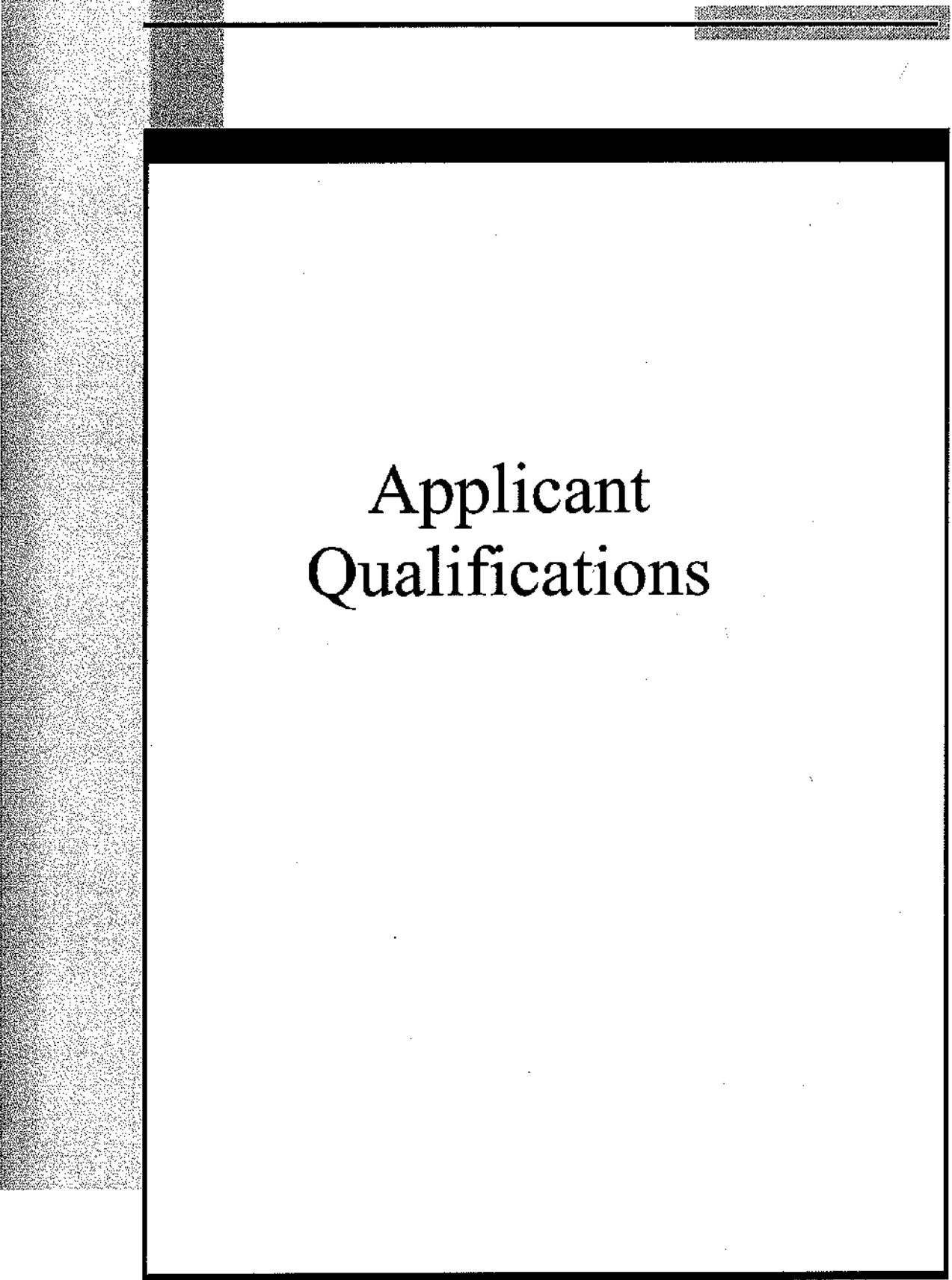
This year, 2007 administration of the Delaware State Testing Program (DSTP), 82% of the 8th grade class scored at or above the state standards in reading. In mathematics, 62% of the 6th, 7th and 8th grade students all met the state standards. This accomplishment not only illuminates the dedicated students, staff and community; but are also proof positive that the school is a viable public education alternative. Six years of data can now support the claim that with hard work, high expectations and intentional instruction, all students can achieve at high levels. While many Delaware school districts report that older students meet less success in school, the Thomas A. Edison Charter School DSTP data is just the opposite. The longer a student is at Thomas Edison Charter School the better they will perform on the Delaware Student Testing Program. The entire staff of Thomas Edison is proud to assert that the school is providing students with a "world class education." In a climate where urban schools are often cited as failing and minority students as underserved or underperforming, the staff of the school encourages members of the Delaware education community to look with pride at the school's continued accomplishments.

This report will share required data on the school's growth during the 2003-2007 school years. Highlights of this growth must focus on the outstanding academic performance of the students, a fact that the leadership team at the school thinks was the key to the significant enrollment increase of 65 students from 2004. This means 65 more students are on the path to academic success!

In 2006, our Board of Directors filed for and received a major modification to the school charter to non-renew with management partner, Edison Schools Inc. Currently, the school steps into an arena which capitalizes on developing site capacity to effectively manage the school. This process was not accomplished in a vacuum and was thoroughly reviewed at all levels of the school and staff. As the school improves site-based oversight and management, it is anticipated that school operations and academic performance will continue to be successful, and the school staff will also become even more responsive to the students' and families' needs.

Every teacher, staff and administrator at Thomas A. Edison is proud that many of the current practices at Thomas A. Edison are a part of the state wide initiative for Vision 2015. The staff is committed to high expectations for all, and they model that commitment by not only having students attend longer days and teaching a longer school year, but also in the manner in which the staff embraces being held accountable for student progress. The students improve because of a school design which gives the community the leverage required instead of a reason for excuses.

Clearly, the school has ongoing challenges. The entire staff continues to work to improve in academic areas where we lag, our family support requires a more holistic approach and our staff, beyond helping all students succeed, must also comply with new requirements for No Child Left Behind "Highly Qualified Teachers. Currently 80% of the teachers at Thomas A. Edison Charter School are Highly Qualified. The school is committed to having 100% of teachers Highly Qualified and 100% of students meeting and/or exceeding state standards.



Applicant Qualifications

A. Applicant Qualifications

Name of Member	Affiliation (Specify Parent, Teacher, or Community Member)	City of Residence
Darryl Simms	Interim Head of School	Wilmington
Charles Hughes	Head of School 2000-2007	Newark
Kenneth Gatson	Community	Wilmington
Tony Coleman	Community	Wilmington
Bob Rausch	Community	Wilmington
Halvin Blocksom	Community	Wilmington
Tara Kelly	Community	Wilmington
Andrew Johnstone	Community	Wilmington
Reverend Moore	Community	Wilmington
Ron Pinkett	Community	Wilmington
G. Jerry Velazquez	Parent	Wilmington
Jessica Carmona	Parent	Wilmington
Todd Starke	Teacher (Certified)	Wilmington
Tamba Giles	Teacher (Certified)	Wilmington

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

Kenneth Gatson:

Kenneth Gatson is currently the Business Specialist for Colonial School District. His position as a Business Specialist gives him hands-on experience with school budget and accounting. Mr. Gatson's experience in managing budgets, and accounting in the corporate and school environment helps guide the Board of Directors and the School to make informed decisions.

Mr. Gatson is a parent and a Wilmington native and has a personal responsibility to ensure all students are successful at Thomas A. Edison Charter School. Mr. Gatson was previously employed with Barclays Bank for six years. Mr. Gatson's expertise is also in business development and management. In that capacity he has helped to focus and refine business strategies for several organizations. Mr. Gatson six years in the corporate environment is a great asset to the Board of Directors.

Tony Coleman:

Tony Coleman brings more than fifteen years of expertise in the areas of curriculum and instruction. Mr. Coleman is currently the Director for Pennsauken High School Alternative Program in Pennsauken, New Jersey. In this capacity, Mr. Coleman monitors and oversees curriculum and instruction providing leadership to promote clear, consistent, expectations that focuses on successful outcomes for students. Mr. Coleman has also taught special education and thus is very well versed in special education regulations. Mr. Coleman's expertise in researched based curriculum, at-risk populations, special education impacts the board decision making process for educational programs at Thomas A. Edison Charter School.

Robert "Bob" Rausch

Bob has been in the Wilmington area since 1979 when he joined ICI America's as a Senior Cost Analyst. Mr. Rausch has held numerous accounting/finance positions during his tenure with ICI America's and its predecessor company's Zeneca and AstraZeneca. As former Treasurer for Junior Achievement of Delaware, Mr. Rausch provided at-risk elementary and middle school students with a unique foundation of business and economic education. Mr. Rauch's attention to detail and accounting experiences enables him to collectively operate the Thomas A. Edison Charter School.

Halvin T. Blocksom:

Mr. Blocksom is a retired educator. He served forty-two years in the public school systems of Delaware. Mr. Blocksom brings formal training, experience, and a keen interest in the successful outreach services that includes educational programs and the collaboration with community groups and agencies to address minority issues. Mr. Blocksom experience as an educator, working with individuals in the areas of group counseling, and working with the community on diversity issues and outreach serves as a valuable asset to the children at Thomas A. Edison Charter School.

Tara Kelly:

Tara Kelly is a Financial Accountant for Barclays Bank, Delaware. In this capacity, she provides support for financial reporting in the Controller's Department. Mrs. Kelly obtained an Accounting degree from Goldey Beacom College while working full-time at Wilmington Trust and Lehman Brothers. Mrs. Kelly volunteer efforts included, assisting within Perry Point Veteran's Hospital out-patient clinic, Girls Scout of America and Nursing home visitation. Tara Kelly offers financial expertise to the board of directors.

Andrew Johnstone:

Andrew Johnstone brings formal training, experiences and a keen interest in business management in helping organizations and teams reach success. Johnstone's professional history has revolved around management and using his sales and customer services skills to build teams in diverse settings such as government, corporate and grass roots community-based organizations. With a B.A. in Political Science, and a solid political and business sales background as a manager, he brings a good match and personal interests in the Wilmington neighborhood, urban areas and an entrepreneurial spirit. Mr. Johnstone's experience in personnel management, and customer service augments the board's ability to make good decisions in personnel and retention of students and their families.

Rev. Aaron R. Moore:

Rev. Aaron R. Moore is currently the Senior Pastor and Founder of Manna Christian Fellowship Church in Wilmington, Delaware. Rev. Moore is instrumental in the Wilmington community providing ongoing outreach to families and school's. Rev. Moore has served as a Senior Pastor in

this capacity since 2000 and his church is located two blocks from the school. Rev. Moore brings administrative, networking, and outreach expertise to the board. Rev. Moore is a graduate of Howard University School of Divinity where he received a Master of Arts degree in Religious Studies.

Ronald P. Pinkett, M.B.A.:

Ron Pinkett works as a Financial Analysis Manager for JP Morgan Chase in Wilmington, Delaware. Mr. Pinkett has over twenty years experience in accounting, finance and management. In addition, he has held several positions such as Director of Finance (CFO) for the City of Wilmington, Business Manager (Controller and Human Resources) for The Maritime Exchange for the Delaware River and Bay, Internal Auditor for International Playtex, Financial Officer for Hong Kong Shanghai Bank (Marine Midland Bank) and Unit Manager of Accounting for American Express Centurion Bank. Mr. Pinkett has volunteered for the Special Olympics and served on more than 25 various Boards over the years. Mr. Pinkett's finance and accounting background adds depth to the Board of Directors of the Thomas A. Edison Charter School

Jessica Carmona:

Jessica Carmona joined the law firm of McCaloon & Friedman, NYC, and worked as a legal assistant after attending The State University of New York, New Paltz. After working as a legal assistant, Ms. Carmona joined Learn Now, an education management organization. In 2003, Jessica joined Innovative Schools Development Corporation, and The Delaware Charter Schools Network. She was the Assistant to the CEO of both organizations respectfully. Ms. Carmona's expertise in student recruitment and parent outreach will be a valuable asset to the board of directors. Ms. Carmona represents the families whose children attend the school. She also has a daughter that attends the school.

G. Jerry Velazquez, PMP:

G. Jerry Velazquez is currently the Construction Manager for the School District of Philadelphia. In this capacity, he reviews, negotiates and approves construction project change orders, and reviews contractor's schedule of values and base line construction schedules. Mr. Velazquez has been in this role since 2003. Mr. Velazquez is familiar with the facilities and maintenance of schools while working on multiple projects, for the School District of Philadelphia. His previous positions included extensive involvement with a wide range of construction and design professional, contractors, management personnel, consultants and various governmental agencies. Mr. Velazquez received several certificates in Business Administration and Computer Science from Mercy College and Queens College in the state of New York. His insight in facilities and construction management is invaluable to the Board. Mr. Velazquez represents the families whose children attend the Thomas A. Edison Charter School as he has a daughter enrolled.

Darryl S. Simms

Mr. Simms is serving as the Interim Head of School. He comes with a nineteen years of experience in the Christina School District as a Principal, Assistant Principal, and School Psychologist. Mr. Simms experience in supervision and evaluation of staff, school budgets, and school operations makes him highly qualified to manage the daily operations of the Thomas A. Edison Charter School.

Chuck Hughes (Principal from 2000-2007)

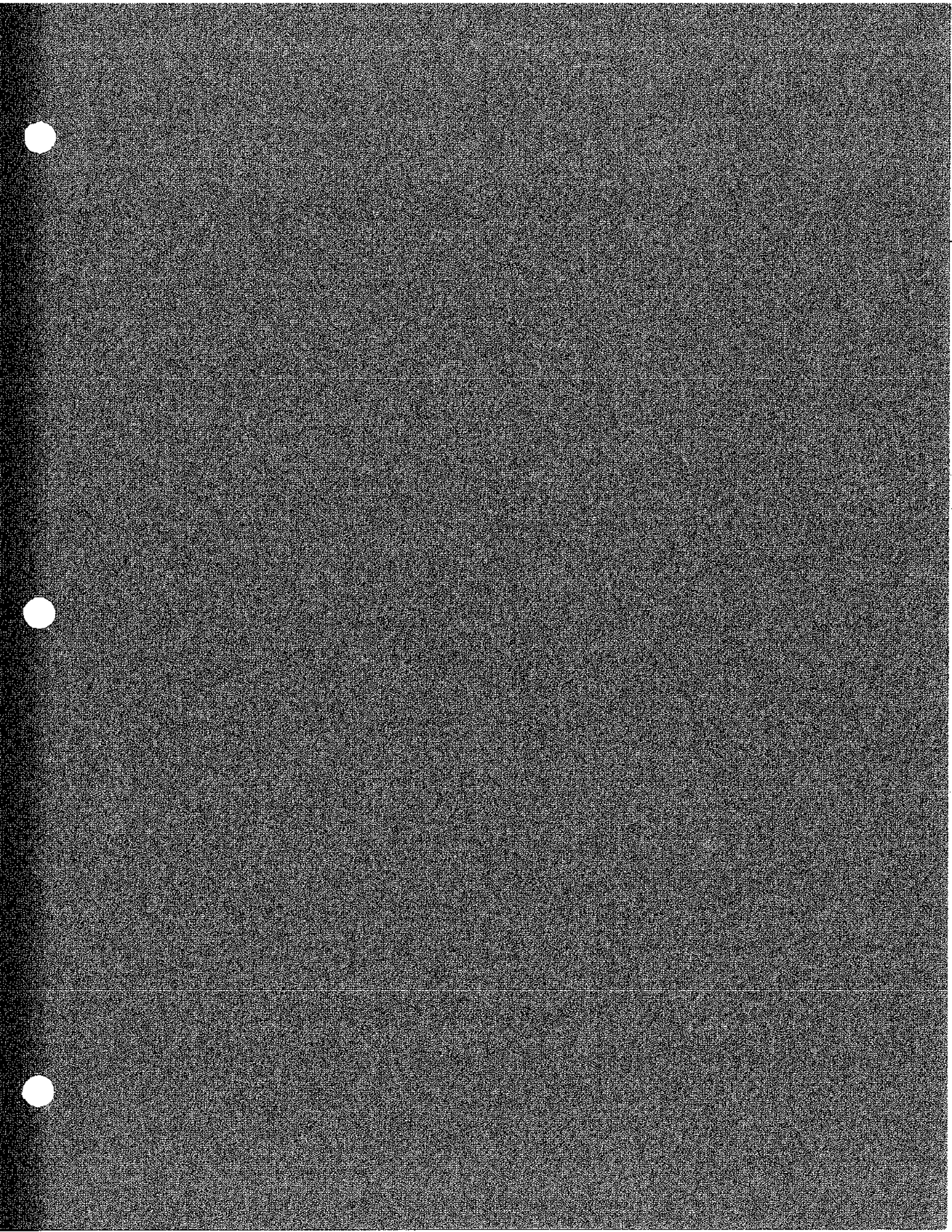
Mr. Hughes has been an educator for more than thirty years. He was principal of Wilson Elementary School, Christina School District, St. Richard School, Richfield, Minnesota, and St. Mary's School, in Tomah, Wisconsin. He was a teacher at the Roosevelt School in Lima, Peru in South America. Mr. Hughes was the founding principal of Thomas A. Edison.



Form of Organization
Board of Directors
By-Laws

B. Form of Organization

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



AMENDED AND RESTATED BY-LAWS

OF

THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The name and address of the registered agent of the Corporation is Corporation Service Company, 1013 Centre Road, City of Wilmington, County of New Castle.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

Section 1. Members. The members of the Corporation (the "Members") shall be the persons who are members of the Board of the Corporation (the "Board"). A Member shall automatically cease to be a Member of the Corporation at such time as he or she shall cease to be a member of the Board, without the necessity of any action by any Member or by the Corporation.

Section 2. Transfer of Membership. Membership in the Corporation is not transferable or assignable.

ARTICLE III

DIRECTORS

Section 1. Number. From time to time, the number of Directors constituting the entire Board shall be fixed by vote of a majority of the Community Directors, provided, however, that the number of Directors shall not be reduced so as to shorten the term of any Director in office at the time. Notwithstanding any provision of these By-Laws, the number of Directors constituting the entire Board shall not be less than that necessary to satisfy the requirements of the Charter School Act of 1995, 14 Del. C. §§ 401-16, as may be amended from time to time (the "Charter School Act").

Section 2. Composition of Board. The Board shall consist of three classes of directors, denominated as "Community Directors", "Faculty Directors", and "Parent Directors". Community Directors shall be elected by the process outlined in Section 4 of this Article, and shall be subdivided into three subclasses denominated as Class A, Class B, and Class C. Two Faculty Directors shall be nominated and appointed by the process outlined in Section 5 of this Article. Two Parent Directors shall be nominated and appointed by the process outlined in Section 5 of this Article.

Section 3. Qualification of Board. Directors need not be residents of the State of Delaware, but the composition of the Board shall not fail to conform with the representation requirements of the Charter School Act. Furthermore, no Director (other than a Faculty Director) shall own, acquire or purchase an equity or other financial interest (e.g., stock options) in any entity hired by the Board to manage the operations of the School.

Section 4. Election of Directors; Term. The three subclasses of Community Directors shall serve for staggered terms, with the terms of office of one class expiring each year. The Class A Community Directors serving as of October 2000 shall hold office for a term expiring at the November 2001 annual meeting of the Board; the Class B Community Directors serving as of October 2000 shall hold office for a term expiring at the November 2002 annual meeting of the Board; the Class C Community Directors serving as of October 2000 shall hold office for a term expiring at the November 2000 annual meeting of the Board. Subject to the foregoing, at each annual meeting of the Board, the successors to the class of Community Directors whose term shall then expire shall be elected by the then-serving Community Directors, including the Community Directors whose terms shall then expire, to hold office for a term expiring at the third succeeding annual meeting.

Section 5. Election of Faculty Directors and Parent Directors: Term.

Prior to each annual meeting, the Principal shall present the Board with two lists containing the full names of candidates nominated by the Principal to serve in the capacity of Faculty Director (the "Faculty Nominees") or Parent Director (the "Parent Nominees"). Any Director may propose additional nominees at any time at or prior to the annual meeting. Faculty Nominees must be full-time employees of the School. Parent Nominees must be the parent or legal guardian of a child attending the School at the time of the annual meeting. At the annual meeting, the Directors (including any Directors whose terms are expiring at the meeting) shall each vote for two of the Faculty Nominees and two of the Parent Nominees. Cumulative voting shall not be permitted. In each case, the two nominees with receiving the highest number of votes shall be elected to the Board to serve as Faculty Directors and Parent Directors, respectively. Each Faculty Director and Parent Director shall serve until the next annual meeting of the Board. No Faculty Director or Parent Director shall be re-appointed for more than three consecutive terms.

Section 6. Vacancies. Director vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Community Directors then in office, though less than a quorum, or by a sole remaining Community Director. Any Director chosen to fill such a vacancy shall hold office for the remainder of the term of the class or designation to

which such Director's predecessor belonged, or until such Director's earlier resignation or removal. Any Director chosen to fill a vacancy by an increase in the authorized number of Directors shall hold office until the next election of the class or appointment of office for which such Director shall have been chosen, or until such Director's earlier resignation or removal.

Section 7. Removal. Any Community Director may be removed at any time, but only for cause and only by the affirmative vote of 66 2/3% or more of the Community Directors then in office. Regular failure to attend Board meetings shall constitute cause for removal of a Community Director. Any Faculty Director or Parent Director may be removed by the vote of a majority of the Community Directors at any time, with or without cause and with or without notice. The term of any Faculty Director shall automatically cease upon the termination of the Faculty Director's employment with the School, by any party, with or without cause. The term of any Parent Director shall automatically cease in the event the Parent Director is no longer the parent or legal guardian of a child regularly attending the School (except that a Parent Director may complete his or her normal term of office following the child's completion of the highest grade available at the School).

Section 8. Regular Meetings. A regular annual meeting of the Board shall be held without other notice than these By-Laws on the second Tuesday of November of each year.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Delaware, as the place for holding any special meeting of the Board called by them.

Section 10. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 10 shall constitute presence in person at such meeting.

Section 11. Notice. Notice of any special meeting of the Board, stating the place, date, and time of the meeting, shall be given at least two business days previously thereto by telephone or by written notice, delivered personally or sent by mail or telegram to each Director at his or her address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any

Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Certificate of Incorporation or these By-Laws.

Section 12. Quorum. A majority of the Directors or a majority of the Community Directors, shall each constitute a quorum for the transaction of business at any meeting of the Board; but if a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Notwithstanding the foregoing, a quorum shall be considered to be present solely for purposes of voting on any matter specified in Section 17 of this Article as to which the Faculty Directors are precluded from voting if either (a) a majority of the Directors other than the Faculty Directors or (b) a majority of the Community Directors is present.

Section 13. Duties and Powers. The Board shall be responsible for the effective management, direction, mission and governance of the property, activities, and affairs of the Corporation. The business of the Corporation shall be managed by or under the direction of the Board which may exercise all such powers of

the Corporation and do all such lawful acts and things in furtherance of the operation of the Corporation.

Section 14. Manner of Action. Unless a greater number is required by law, the Certificate of Incorporation or these By-Laws, an act of the Board shall require the approval of (i) a majority of the Directors present at a meeting which a quorum is present and permitted to vote on the matter, and (ii) a majority of the Community Directors present at such meeting. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or any such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or any such committee.

Section 15. Compensation. Directors as such shall not receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 16. Interested Directors. No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, or have a

financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (ii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board or a committee thereof. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 17. Prohibited Votes Of Faculty Directors. No Faculty Director shall vote on (i) any matter directly relating to the compensation of employees of the School; (ii) the annual budget or any amendment thereto; or (iii) any modification, amendment, termination, extension or renewal of the School's Management Agreement with Edison Schools, Inc.

ARTICLE IV

COMMITTEES

Section 1. Committees of Directors. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the corporation, except that no such committee shall have the authority of the Board in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the elevation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it, or him or her by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Corporation, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with applicable law, the Certificate of Incorporation, these By-Laws or with rules adopted by the Board.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board at the regular annual meeting of the

Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board. Subject to Section 3 of this Article VII, each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. The President shall preside at all meetings of the Members and of the Board. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, by these By-Laws or by applicable law to some other officer or agent

of the corporation; and, in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice President. The Vice President, if any, shall assist the President in the organizational and program affairs of the Corporation. In the absence of the President or in event of the President's inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to such Vice President by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such duties in such sum and with such surety or sureties as the Board shall determine.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

Section 9. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board. If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

Section 2. Checks, Drafts and other Instruments.

Funds on deposit with any bank, trust company or other depository shall be subject to withdrawal only on the signature of such person(s) as described in these By-Laws or as authorized from time to time by resolution of the Board. All checks, drafts or orders for the payment of money, notes or other evidences of

indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President, of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

ARTICLE VIII

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE IX

SEAL

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal."

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION

Section 1. Directors. The Corporation shall, to the fullest extent, now and hereafter permitted by law, indemnify a Director made or threatened to be made a party to any action or proceeding by reason of the fact that such person was a Director of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

Section 2. Officers and Employees. The Corporation may, by majority vote of the Board, indemnify a person made or threatened to be made party to any action or proceeding by reason of the fact that such person was an officer or employee of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

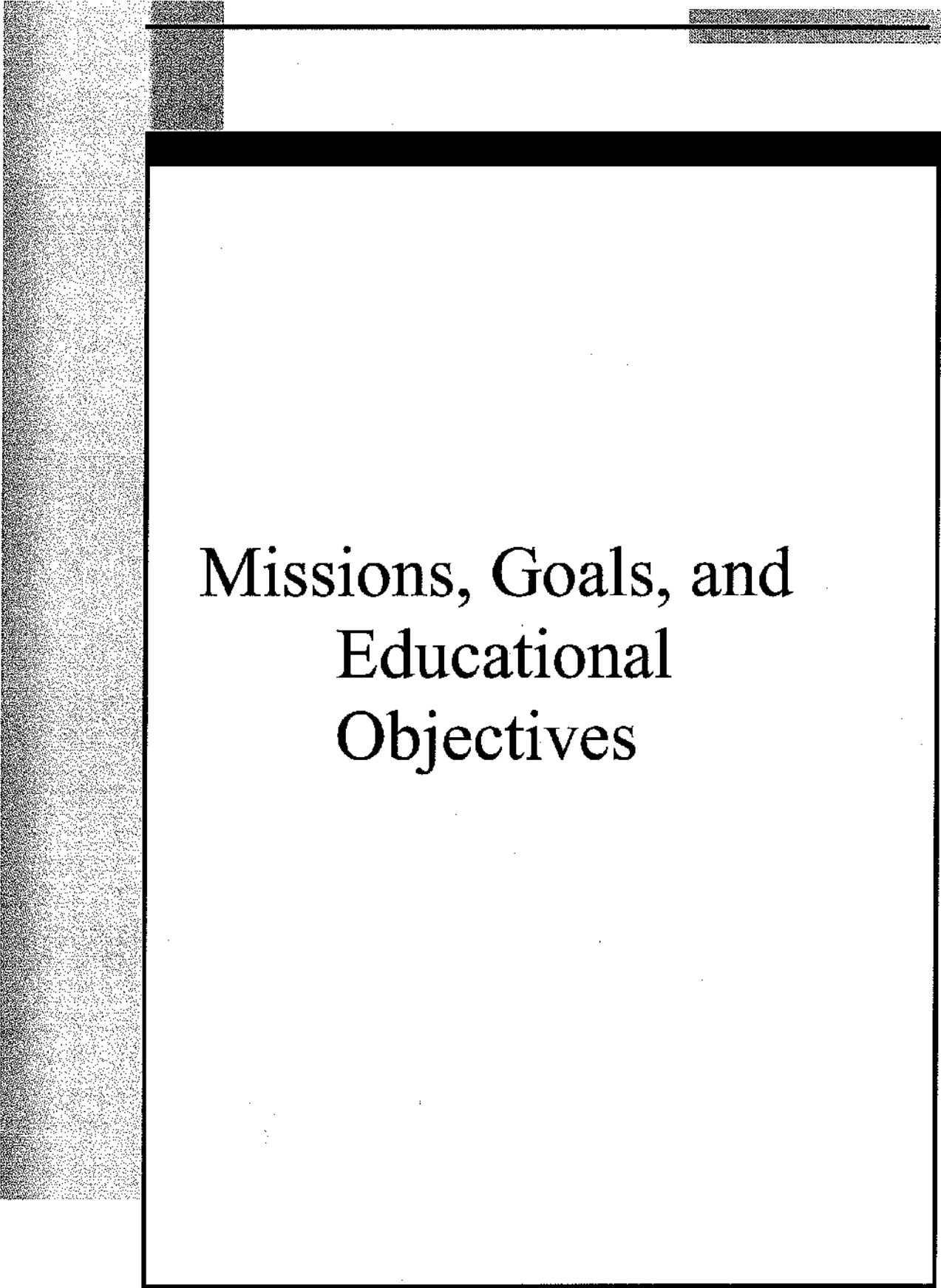
Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Corporation, or is or was a Director or officer of the Corporation serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article.

ARTICLE XII

AMENDMENTS

Subject to the rights of Members under applicable law, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by two-thirds of the entire Board then in office, if at least two business days' written notice is

given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.



Missions, Goals, and Educational Objectives

C. Mission, Goals and Educational Objectives

1. Describe the purpose, mission, goals, and core philosophy of the school.

The purpose and mission of the Thomas A. Edison Charter School is to prepare a diverse cross-section of Wilmington area children to be successful students, citizens and workers by providing them with a high quality education.

The core philosophy of the school is:

- All children are capable of learning at high levels if they are taught by caring, skilled educators, challenged by an engaging curriculum, afforded adequate time in school and held to ambitious standards.
- Where such opportunity for learning exists, it must be extended to all children on an equal opportunity basis.
- Improvements in student performance can be achieved with an efficient school model that is funded at the same rate as other public schools in the community, with the same prevailing level of school expenditures.

It is the goal of the board of directors, the school administrators, teachers and support staff of Thomas A. Edison to continually improve all students' ability to be critical thinkers and enable them to exceed the state curriculum standards.

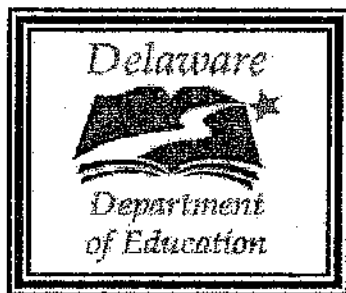
2. What methods of internal evaluation are used by the board of directors to ensure that the school is meeting its stated educational mission and objectives?

The board of directors annually review DSTP data and evaluate the data to the Performance Agreement with the state, the AYP state goal and subgroup performance. Additionally, the board of directors regularly reviews:

- Monthly benchmarks in Language Arts/Reading and mathematics.
- School climate data
- Delaware State Testing Program trends for the school, and groups of students
- Monthly Financial Reports



Goals for Student Performance



Delaware Department of Education

Charter School Performance Agreement
2003-2008



Thomas A. Edison Charter School
Wilmington, Delaware

Charles Hughes – Principal
Nikki Castle, PhD – Board President
August 1, 2003

**Thomas A. Edison Charter School
Revised Performance Agreement**

Upon approval by the Secretary of Education, this agreement will serve as a critical component of the formal evaluation process for the Thomas A. Edison Charter School, a Delaware Corporation, and will be used in subsequent annual monitoring and evaluation for charter renewal for this school.

Premises

This school serves a diverse student population of students in grades K through 8 in the Brandywine area of the city of Wilmington. It is our mission to provide a quality education for our city's children, in a public school of choice that sits at the center of a revitalized neighborhood community.

Our mission to provide a world-class education to the children of Wilmington makes us first and foremost accountable to our students, and to our goal that we give them every opportunity to become proficient learners. We are also keenly aware that the Thomas A. Edison Charter School has the potential of not only improving the life chances of our students, but also for a community that is committed to the revitalization of a neighborhood, and to the quality of life for the children of Wilmington.

Effective Date

This agreement will be in effect from the date of the signature of the Secretary of Education through August 31, 2008 or until such time as a subsequent agreement is approved by the Secretary of Education following any subsequent review pursuant to 14 Del. C., Section 515 (b) or (c).

Conditions

- I. During the term of this agreement the school will demonstrate that its students are increasing in academic achievement as measured by the state assessment (DSTP) and other assessment measures as discussed below.

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

- A. **Achievement Target One:** The school's average student performance on the DSTP assessment in each content area will meet or exceed the statewide average student performance of students in the same grades for each year of test administration. (State Regulation 275 4.2.1.3) Student performance will be assessed in both an aggregated and disaggregated manner.

- B. *Achievement Goal Two:* The school's performance on the DSTP assessment in each content area will reflect a reduction in the percentage of students scoring in the "well below" category.
- C. *Achievement Goal Three:* Any subgroup with more than 40 eligible students will have a minimum of 95% participation on the DSTP Reading, Writing and Math tests in order to meet adequate yearly progress.
- D. *Achievement Goal Four:* The school will achieve Adequate Yearly Progress or safe harbor status annually in English/Language Arts.
- E. *Achievement Goal Five:* The school will achieve Adequate Yearly Progress or safe harbor status annually in Math.
- F. *Achievement Goal Six:* Disaggregated school results on the DSTP embedded SAT-9 scores and performance levels will meet or exceed state disaggregated performance results.

II. During the term of this agreement, the school will demonstrate that its students exhibit positive behavior related to academic success through the following:

- A. For each year of school operation, average daily attendance will be at least 90% of the average daily enrollment and:
- B. Each year, with the exception of students that move out of state, at least 75% of the total non-graduating student body enrolled during the final month of the school year will return to school the following August.

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

- A. Meet the agreed to enrollment projection by September 30th, of each school year.
- B. The school will maintain an enrollment of at least 90% of the students enrolled at the time of the September 30th count.

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

- A. The Harris Interactive Survey, produced by the former Gallup organization, is sent out every Spring for our teachers, parents, and students to complete. The results of this annual survey will be

included in all annual reviews submitted to the Board of Education. Our annual goal will be to meet overall satisfaction rates of 80% or higher.

Board of Directors, President

D. Goals for Student Performance

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

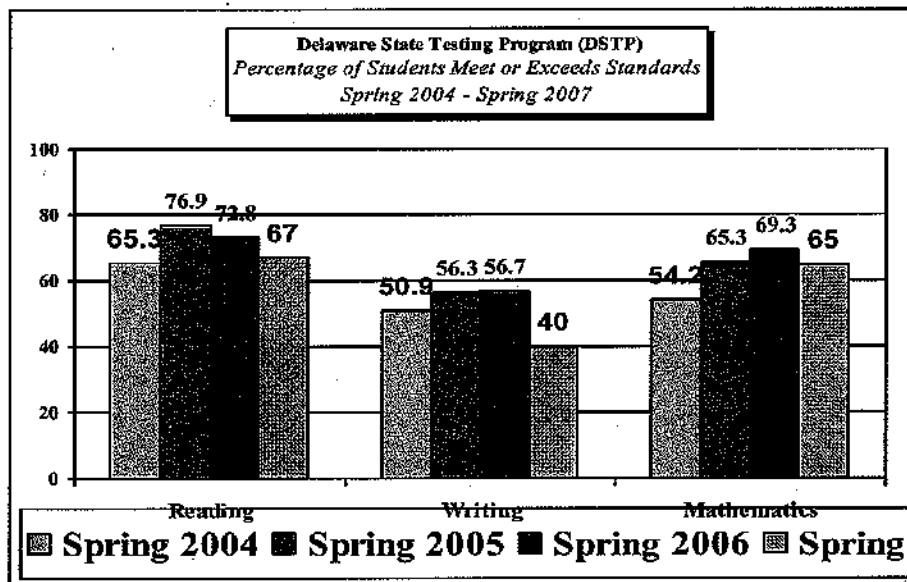
Accomplishment of the Mission, Goals, and Objectives of the Educational Program

Thomas A. Edison has achieved a school rating of Superior in the years 2004 through 2006. In 2007, the school met all indicators with the exception of special education and low income in reading and special education in math. The 2007 School rating is Academic Review. In the all student category the school met the AYP goal in both English Language Arts and Mathematics.

Achievement Goal One:

The School's average student performance on the DSTP in each content area will meet or exceed the statewide average student performance of students' in the same grades for each year test administration (State Regulation 275 4.2.1.3.). Student performance will be assessed in both an aggregated and disaggregated manner.

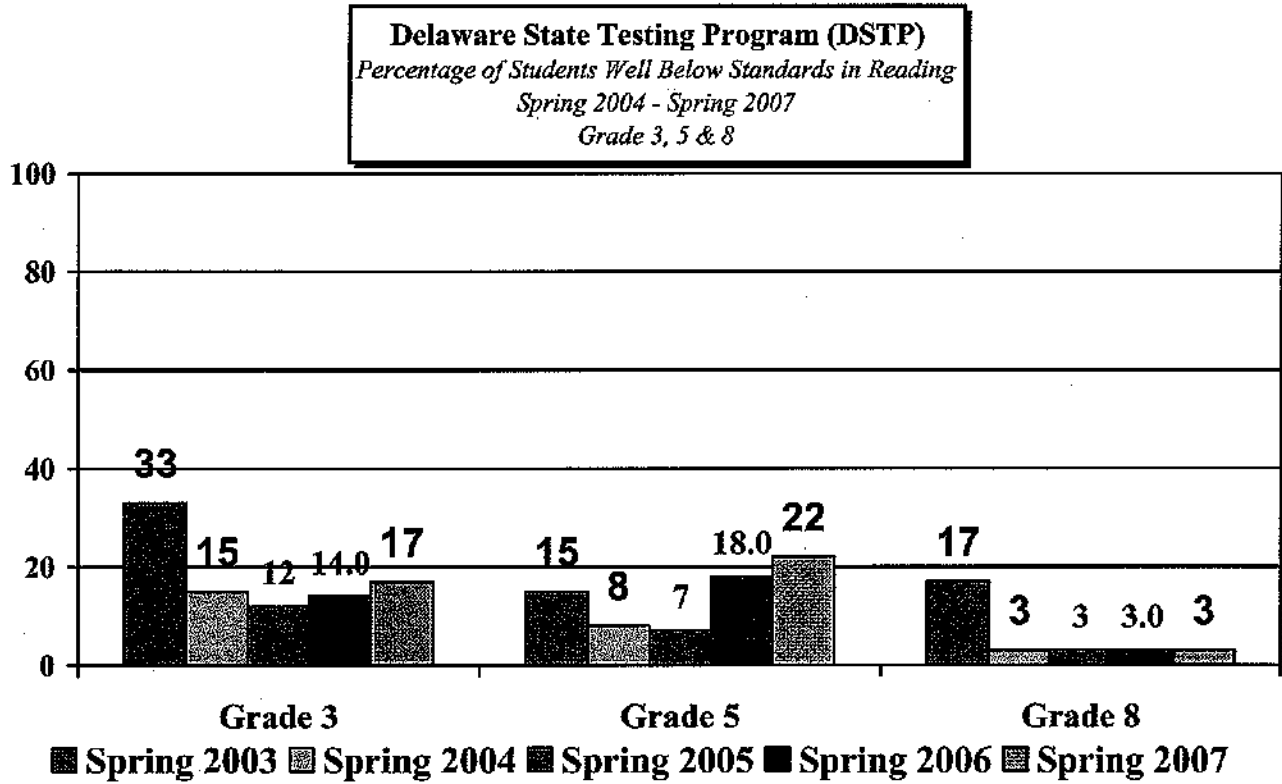
From 2004 through 2006 the school overall increased the number of students meeting and/or exceeding the Delaware State Standards as measured in DSTP. Edison has been rated Superior by the state of Delaware in 2004, 2005, and 2006. 2007 shows a declined in students meeting the standards. The Board of Directors and staff at Edison are committed to increasing the number of students meeting and/or exceeding the standards.



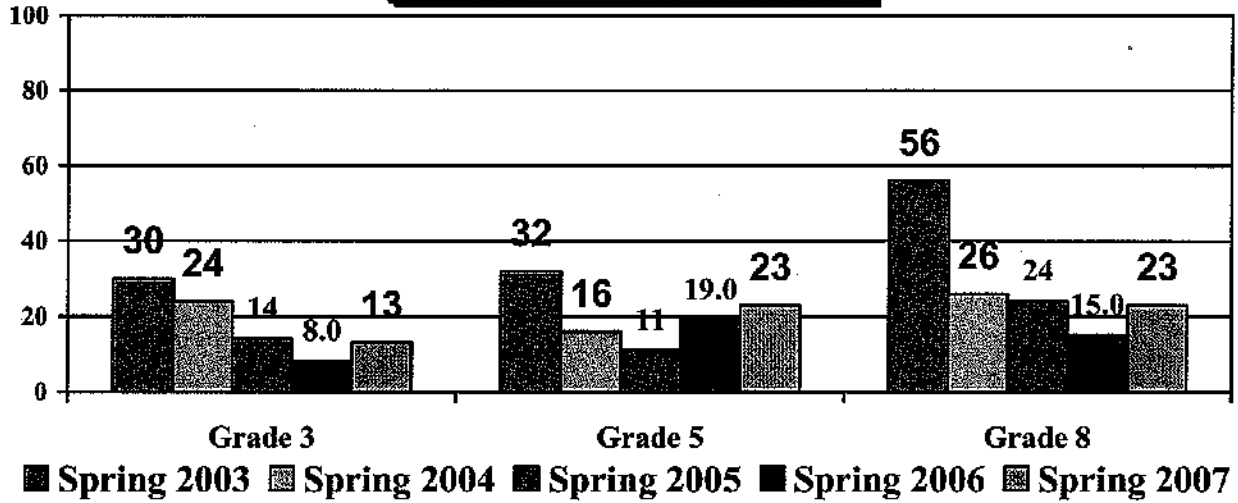
Achievement Goal Two:

The school's performance on DSTP will reflect a reduction in the percent of students scoring well below the standard.

Thomas A. Edison Charter has significantly decreased the percent of students scoring well below from the 2003 administration of the DSTP to the 2007 DSTP administration in math and reading.



Delaware State Testing Program (DSTP)
Percentage of Students Below Standards in Math
Spring 2004 - Spring 2007
Grade 3, 5 & 8



Achievement Goal Three:

All subgroups with more than 40 eligible students will have a minimum of 95% participation on the DSTP Reading and Math test in order to meet Adequate Yearly Progress.

Percent of Student Participation on DSTP by Year			
Year	Special Education	African American	All Students
2007	100%	100%	100%
2006	100%	100%	100%
2005	99%	100%	100%
2004	100%	100%	100%

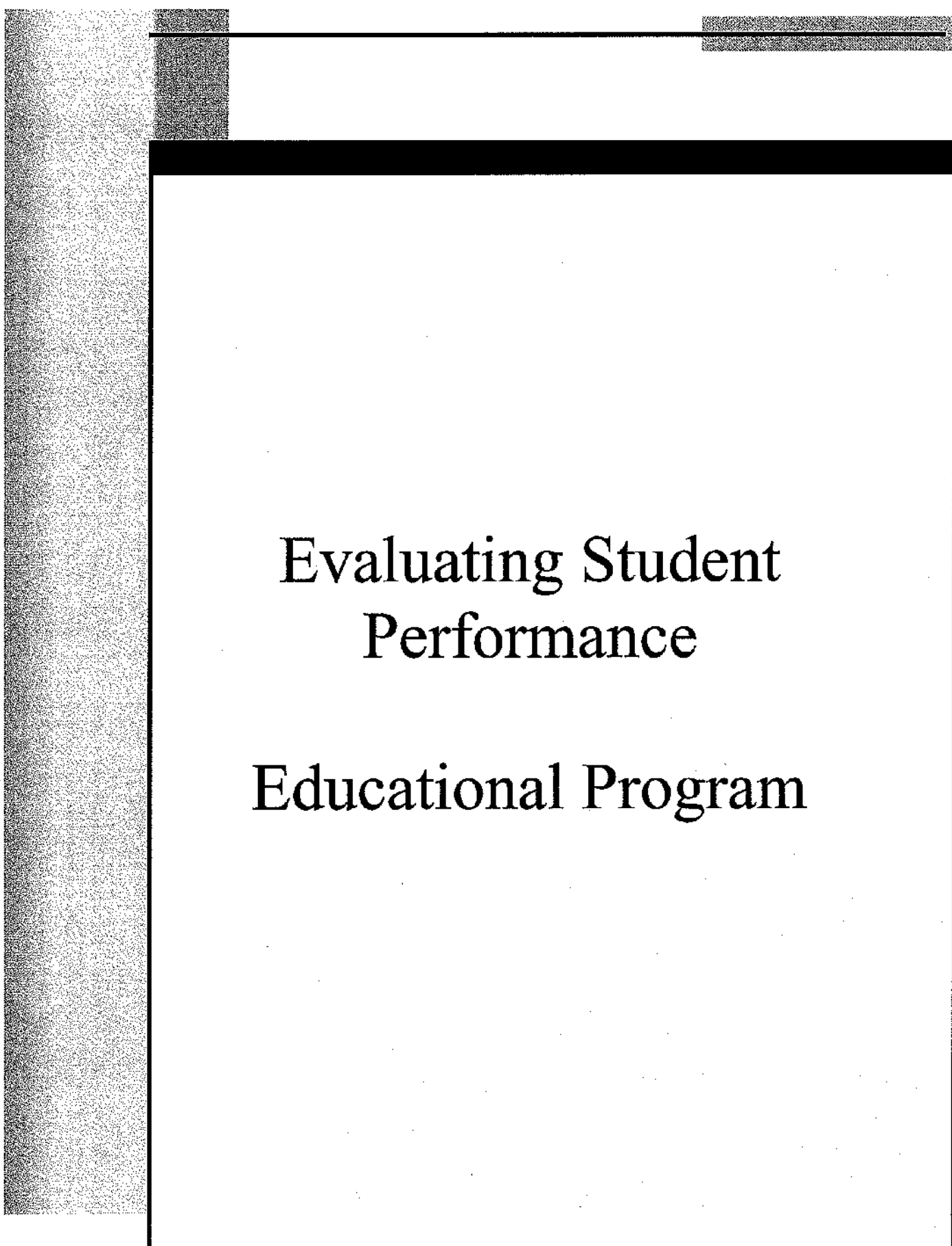
Achievement Goal Five:

The school will achieve Adequate Yearly Progress or Safe Harbor in mathematics.

Achievement Goal Four:

The school will achieve Adequate Yearly Progress or Safe Harbor in ELA

Adequate Yearly Progress (AYP) and School Rating by Year		
Year	AYP	School Rating
2004	Above Target	Superior
2005	Above Target	Superior
2006	Above Target	Superior
2007	Below Target	Academic Review



**Evaluating Student
Performance**

Educational Program

E. Evaluating Student Performance

1. Describe how student evaluation information is used to improve student performance.

Students in the school are divided into three academies. Students are grouped into grades k-2, 3-5 and 6-8. K-2 students are considered the primary academy, 3-5 are elementary and 6-8 are considered the junior academy. Student evaluation and assessment information is used differently for each academy.

Primary Academy:

The primary students are administered a formal assessment each quarter as prescribed in the Success for All Program. This assessment is administered by the team referred to as the "tutoring team". They are trained by Success for All (SFA) to administer the "Roots Assessment". The Roots assessment is the primary tool used to evaluate students prior to second grade. This assessment is administered to each student, one on one, outside the classroom. The assessment measures oral fluency and comprehension. It has DIBELS embedded in the assessment.

(A copy of the assessment is attached)

After all of the students are tested in first grade, they are grouped into small reading classes based on the results of the roots assessment. The assessment results are recorded in a database. The scores range from zero to nine on comprehension and fluency.

Students are grouped into reading groups based on these results. They are tested by the same team every quarter and the results of the tests are used for regrouping and intervention.

Elementary Academy

Once students have achieved a score of nine in both comprehension and fluency, they are administered an online reading comprehension evaluation purchased commercially from Scholastic. The evaluation is called the Scholastic Reading Inventory (SRI). The test is scored by the computer and adapts to each student as they take the test. The staff has found this a useful tool for a variety of reasons.

- The test adjusts itself to respond to student errors.
- Within a single homeroom we can record high and low reading scores using the same test.
- The scores are reported in Lexile levels which allows us to match regroup students by reading level for the reading groups we refer to as "Wings". "Wings" is the grouping for students who are reading above the first grade level.
- Students can be grouped with similar Lexile scores in the same reading group.

The SRI is administered to all students in grades 2-5 on a quarterly basis. The results of the evaluation are used to monitor students for regrouping and interventions. The staff uses the data to evaluate student growth. Additionally, the data that is collected in September is used to identify the students in grade three that are at-risk of not succeeding in reading. A score of beginning reading on the SRI in grade three is considered a "red flag" and the intervention team evaluates each third grade student that scores a BR, "Beginning Reader," for an individual plan.

By the middle of September, the Roots Assessment Score and an SRI score is included in a central database for all students in grades 1-5. These scores are a part of a student profile that includes the previous year's DSTP results. The student profile data is updated quarterly to monitor individual and

group performance. The staff meets in various groups to evaluate changes in student performance based on these measures.

The Achievement Director and the Reading Coordinator monitor the database. They meet with groups of teachers as teams and distribute the results of the evaluations to document and discuss issues with students that are not improving scores at the desired rate. Scores are distributed to parents in formal reports generated by the SRI program to keep parents informed about the achievement of their child. All individual improvements in student achievement are celebrated.

Elementary and Junior Academy

All students in grades two through eight are administered a "Mock Test" at least twice a year. A "Mock Test" is assembled to closely reflect the released items on the DSTP. The test is administered in reading and math. The test is administered to all students in grades two through eight in a setting that closely resembles the DSTP testing environment.

Mock tests are graded in class. Teachers model and discuss correct answers. Students are given immediate feedback from the teacher in a "whole class setting" as each item is scored collectively and instruction is adjusted to reflect both individual areas of weakness revealed on the test and apparent needs for whole class instructional adjustments.

The individual feedback on an item by item analysis of the Mock Test is an important part of the plan to improve student performance. The Mock Test includes various written responses. It gives a "snap shot" of student's ability to express themselves in writing to complement the results of the online testing.

Finally, the school participates in monthly Benchmarks testing. The Benchmark tests have evolved from online testing provided by the previous management partner, Edison Schools, to a commercial package assembled from two vendors: Pearson and Harcourt.

The curriculum staff have taken two commercial packages and evaluated the packaged tests available by strands that closely parallel the Delaware Content Standards. The tests are administered to all students in grades three through eight in the computer lab in mathematics. The reading test is administered on alternating months on paper or on-line.

The results of the tests are used to respond to individual needs and adjust whole group instruction. The results are also used to allocate resources for intervention. Teachers are expected to take the results of the test and do an item by item analysis to adjust instruction. Students receive immediate feedback about their individual performance. The goal remains to encourage students to look at growth versus relative performance in their self evaluation. The staff uses various methods of encouragement to respond to students who may have scored a 35% on the Benchmark to ask them to commit to scoring a 45% the next time.

In summary:

- Student evaluation information is used to improve student performance by administering frequent individual standardized assessments.
- Providing students with immediate feedback from on-line computerized scoring.
- Studying the assessments for changes in student performance.
- Distributing the results to all stake holders including the students, teachers and parents and giving meaningful feedback.
- Using assessment information to facilitate reading group assignments.
- Celebrating success and monitoring growth.

- o Intervening when the growth is slower than expected.

2. What corrective action is taken when students do not meet performance expectations?

The school has established performance expectations for different times of the year and different corrective action are taken depending on the time frame.

Start of School and Early Fall

At the beginning of the year, the "one on one" assessments and computer assessments are administered. All data is organized into one database. This database includes the previous year's DSTP scale scores.

The first step is to look at the data for students that are considered the most at risk at each grade level.

Students who are the most at-risk in grade one score low on the "Roots Assessment". The lowest scores include zero. Students who score zero on the Roots Assessment are administered an additional test to analyze the root cause of the low score. These assessments are commercially available and include a test of phonemic awareness and a writing sample.

All students who score a zero on the roots assessment are placed in a reading group with a teacher and paraprofessional who have received additional training on phonemic awareness and early language development. These reading classes use Wilson Reading Foundations for the first 45 minutes of the class. When appropriate, the teacher introduces the Roots level one material. The teachers have received additional professional development and materials to support a more multisensory approach to language development. An instructional support person is assigned to these classes and sets up a schedule to pull these students out of their "specials" classes during the regular portion of the day to receive additional instruction.

The instructional support team has had additional training on phonemic awareness to help them support the lowest students. Lindamood Bell is the professional development/coaching contractor that helps the teachers to support the lowest performing students. Teachers who support these students have participated in training in Lips for phonemic awareness and visualization and have also been provided with materials from the Talkies program to support language development.

Students in the lowest two reading groups are evaluated by an outside consultant who administers the test of phonemic awareness and they are also evaluated by the regular full time tutors to see where they place in the roots assessment. The school is working with the consultant this year to train the staff to administer other commercial tests of phonemic awareness so that all of the assessments can be done "in house". The school has made an investment in training a staff member on the LAC test and will ask the consultant to support the staff member's ability to assess the students who are struggling in first grade.

The school uses the recommended assessment schedule provided by SFA to establish interventions for other grade one students that are not in the Foundations group, but require additional support to move forward in the Roots program.

The next group that will be targeted is the second grade students who are struggling to pass the level nine assessment for roots but are scheduled to move into the second grade program: Wings. Traditionally, a significant portion of the grade two students do not make it out of first grade reading in one year.

This year we have partnered again with SFA to look at the implementation of the SFA program to see what changes need to be made in the program to improve the number of first grade students that make it out of the program in one year and thereby reduce the number of second grade students that need to be addressed.

Previously, the second grade students who are still struggling in roots are placed in classes with the most experienced teachers and are closely monitored with the roots assessment to make sure the second graders are making progress. There are additional resources in those classrooms for reading instruction. All reading and language arts classes are closely monitored.

Teachers who work with students who are at risk in reading are trained in the Lindmood Bell programs Seeing Stars and Visualization and Verbalization. The teachers adjust the SFA program to add more multisensory hands-on activities in decoding and concentrated work on explicit teaching of comprehension to respond to the students that are not making adequate progress in the Roots program in second grade. The most experienced teachers are trained in the Lindamood Bell programs and they are tasked to work as a team to balance the need to retain program fidelity to the SFA program while at the same time responding to students who are not making progress. The school provides additional weekly coaching to monitor the integrity of the instruction in these classes and provide additional time for this group of teachers to work together. The school also provides after school tutoring program to second graders as a means of providing additional instructional time.

All third graders are tested at the beginning of the school year using the online Scholastic SRI and administered a paper writing assessment. The results of these early scores are used to change the program for the third graders who score a beginning reading on the SRI.

The third graders who score beginning reading on the SRI are assigned to a technology class that includes 30 minutes of instruction on Autoskills program for phonemic awareness, phonics and fluency. There is a teacher assigned to monitor their progress, give feedback and celebrate benchmarks that are included in the program.

Grade 4-8

In grade four through grade eight there are a variety of assessments and methods that are used to respond to the data analysis. The first online Benchmark is administered in the fall, a writing sample is collected from all the students. The teachers analyze the results of the online Benchmark test and writing samples to organize several "pull out" groups that receive extra instruction throughout the day.

As DSTP approaches, the school offers after school tutoring and Saturday school to all students who are considered in danger of not meeting the state standards. All staff members are asked to evaluate all their students to identify the students they are concerned about not meeting the standard. This information is given to the Head of School and the after school tutoring and Saturday school letters are sent out. Administrators are asked to follow up and encourage the students who are in at-risk to attend tutoring sessions.

F. Educational Program

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

The decisions about instructional strategies and learning activities involve matching the desired outcomes of a lesson or unit with the approaches selected. It is the core belief of the staff that not only should the instructional goals be worthwhile, but the methods and materials chosen should be appropriate for those goals. The teachers should have a "tool box" of strategies from which they can select the best match for the given situation. The teachers at Edison are expected to select the best instructional strategy for the given situation, different classes and even different times of the day. The heart of the professional development program is to add "tools" to the teacher's tool box from "direct instruction" to "cooperative learning", movement and "multiple intelligence".

Within that school wide philosophy, the Board of Directors and school administrators have selected research based curriculum that include a range of instructional strategies. Edison Charter has selected the packaged curriculum solutions that are associated with the research consistent with high poverty schools. Professional development in direct instruction is included to add a tool to the teacher's tool box to apply to situations where rote memorization may be applicable. This strategy can be seen in limited snapshots based on the teacher's personality and the instructional goals.

Just as often as direct instruction is supported, the teaching staff espouses the constructivist methodology of teaching. On a given day, one may observe students actively engaged in creating and applying their own understanding of standards. Students have been required to get on a bus and tell the bus driver how to find a given location in the City of Wilmington to apply their map skills and create a small business selling tea to teachers on a hot day to apply their understanding of supply and demand. The middle school social studies program would not be complete without student participation in the Greek Olympics. In science, the students were required to work in teams to compete to see what conditions are needed to change to grow and harvest the most wheatgrass for a profit.

Within the framework of the research based packaged curriculum described above, the teachers are encouraged to trust their own instincts and vary the instructional strategies to match the instructional purpose of the specific student group. The packaged curriculum provides the scope and sequence of instruction and suggested instructional strategies.

Primary and Elementary Reading

The cornerstone of the Elementary Language Arts Program is the Success for All Program is Roots and Wings, and Kindercorner. The program is taught in a full day kindergarten program. We move students into the Roots Program in First Grade. Wings is the upper elementary reading program to serve the needs of students reading at the second grade level and beyond. The SFA program includes cooperative learning, the cycle of effective instruction and assessment.

As students move through the program and at various points in the 90 minute period, student engagement remains the focus. Multisensory learning opportunities are included in the early reading program in Kindercorner and Roots. Cooperative- learning structures are embedded in lessons throughout the Reading Roots and Wings Program. Cooperative learning offers opportunities for students to discuss, share ideas, organize their thoughts, and work with other students.

The Success for All Program uses the phrase, Cycle of Effective Instruction to describe the primary teaching model in the program. The phases of the cycle include teaching- which may include some direct instruction; modeling, and guiding practice; prompting and reinforcement; monitoring and assessment

and last but not least recognition and celebration. This cycle of effective instruction is the connecting link between our school's curriculum and instructional strategies.

Primary and Elementary Math

The school has made a commitment to implementation of the Everyday Math Curriculum for grades one through five. The Everyday Math Program engages the students in fundamental arithmetic skills while they explore four different domains of math: number sense; algebra and functions; measurement and geometry; and statistics, data analysis, and probability

Number Sense involves the students in many math concepts that allow them to solve problems of daily life. As the students engage in various operations including geometry, measurement, algebra, and the like, they are taught to not only focus on the correct answer, but to also examine and evaluate their procedure in getting to that answer.

Algebra and Functions regards algebra as a compilation of interpretations: generalized arithmetic, a problem-solving procedure, a study of quantitative relationships, and the structure of mathematics

Measurement and Geometry allows student to both approximate and deal with errors on the basis that all measurements are estimates.

Statistics, Data Analysis, and Probability involves the students with real-life problems as they gather and analyze data.

The math program integrates all four of these areas to give the student an engaging and practical experience with mathematics. The program combines teaching, modeling, guided practice and a large commitment to using manipulatives and games, and authentic problem solving as application of newly acquired skills.

The math program has a variety of components that facilitates a variety of instructional strategies. At the core, the teacher is encouraged to focus on student engagement with the purpose of helping students actively construct their own understanding of the discipline. Teachers look for the "ah ha moment" in the math program and use the physical materials supplied by the vendor to support active engagement through the use of manipulatives.

Program Components and Instructional Strategies in the math program include:

- Explorations
- Hands-on group activities in which students investigate and discover mathematics through a variety of manipulative-based activities.
- Instruction and Discussion
- Teacher-facilitated dialog and modeling of important mathematics concepts and skills.
- Individual/Small-Group/Partner Activities
- Using Activity Books or Journals, students work through daily activities that reinforce mathematical understanding.
- Math Boxes
- Teacher-generated or reproducible handouts that contain short problems for students to practice and refine understanding of concepts. Math Boxes provide ongoing review and assessment.
- Fact Practice and Games

- Alternatives to traditional work sheets and pencil-and-paper drills, skill-based games ensure automaticity and mastery of basic skills and concepts.
- Minute Math® and 5-Minute Math
- Provide mental-mathematics opportunities throughout transitional times during the day.
- Home Links and Study Links
- Short activities to be completed at home with help from a family member.

Projects

- Cross-curricular, theme-based activities that can be interwoven throughout the school year.
- Problem-solving about everyday situations
- Applies content and knowledge into real life skills
- Linking past experience to new concepts
- Sharing ideas through discussion
- Developing concept readiness through hands-on activities and explorations
- Cooperative learning through partner and small group activities
- Increasing "fact-power" through games
- Providing ongoing review and applications
- Solving problems using multiple strategies
- Using mathematics in daily classroom routines
- Providing a variety of assessment opportunities
- Enhancing home-school partnerships

Everyday Mathematics is based on a continuous curriculum, meaning a specific concept is introduced from five to fifteen times in five different ways over a few year period, giving the Edison Charter students many opportunities to grasp the idea when developmentally ready to do so. For example, multiplication concepts are introduced in kindergarten and first grade with skip counting, in second grade through building arrays, and focused on in depth in third grade. Our students have many exposures to the concepts before mastery is expected.

The students are involved in sharing ideas through discussions. Students gain important mathematical insights by building on discoveries. This promotes good listening habits and a receptive attitude towards the ideas of others. Students are constantly talking about how they solved a problem and what they are thinking mathematically. By discussing their thoughts, they are clarifying their learning.

The Edison Charter students work cooperatively with classmates. Children are more enthused working together rather than working alone. They learn to work as a team, emphasizing cooperation rather than competition. They solve problems based on real life situations.

Primary, Elementary and Junior Academy Science

The school has made a commitment to recommended curriculum distributed by the Delaware Science Coalition for all grades. The staff has attended the required training and made a commitment to the instructional strategies recommended in the published curriculum guides, adapting, when necessary to their students. The staff has made a commitment to the hands on nature of constructing understanding that is the hallmark of the Foss Program. The science kits provide the content and scope and sequence for the program.

The FOSS kits is a program based on the belief that students will learn and appreciate science best by constructing ideas through their own questioning, investigating, and analyzing. In the early elementary years, students learn science best from direct experiences in which they describe, sort, and organize

observations about objects and organisms. Upper elementary students construct more advanced concepts by classifying, testing, experimenting, and determining cause-and-effect relationships among objects, organisms, and systems.

Social Studies

Social studies is the area of the curriculum where the administrative and teaching staff can truly encourage professionalism by taking away the structure of a structured curriculum and using the Delaware State Content Standards around which to build the curriculum. This allows the teachers to use a constructivist approach to student learning with very little direct instruction. Teachers integrate all the disciplines in project based learning. Oral language development is encouraged in the early grades and teachers use all printed materials to engage students in conversations before asking them to read.

The staff applies reading comprehension strategies that are part of the non-fiction reading program to the non-fiction text selections in Social Studies. The instructional strategies based on "reciprocal teaching" is a basic format used for social studies lessons.

Reciprocal teaching refers to an instructional activity that takes place in the form of a dialogue between teachers and students regarding segments of text. The dialogue is structured by the use of four strategies: summarizing, question generating, clarifying, and predicting. The teacher and students take turns assuming the role of teacher in leading this dialogue.

The purpose of reciprocal teaching is to facilitate a group effort between teacher and students as well as among students in the task of bringing meaning to the text. Each strategy was selected for the following purpose:

- **Summarizing** provides the opportunity to identify and integrate the most important information in the text. Text can be summarized across sentences, across paragraphs, and across the passage as a whole. When the students first begin the reciprocal teaching procedure, their efforts are generally focused at the sentence and paragraph levels. As they become more proficient, they are able to integrate at the paragraph and passage levels.
- **Question generating** reinforces the summarizing strategy and carries the learner one more step along in the comprehension activity. When students generate questions, they first identify the kind of information that is significant enough to provide the substance for a question. They then pose this information in question form and self-test to ascertain that they can indeed answer their own question. IN many cases the teachers model the essential questions that are included in the Delaware content standards. Question generating is a flexible strategy to the extent that students can be taught and encouraged to generate questions at many levels. For example, some teachers require that students master supporting detail information; others require that the students be able to infer or apply new information from text.
- **Clarifying** is an activity that is particularly important when working with students who have a history of comprehension difficulty. We believe our students need specific strategies to identify vocabulary from the passages that hold the key to understanding that often they read over quickly but do not understand. These students may believe that the purpose of reading is saying the words correctly; they may not be particularly uncomfortable that the words, and in fact the passage, are not making sense. When the students are asked to clarify, their attention is called to the fact that there may be many reasons why text is difficult to understand (e.g., new vocabulary, unclear reference words, and unfamiliar and perhaps difficult concepts). They are taught to be alert to the

effects of such impediments to comprehension and to take the necessary measures to restore meaning (e.g., reread, ask for help).

- **Predicting** occurs when students hypothesize what the author will discuss next in the text. In order to do this successfully, students must activate the relevant background knowledge that they already possess regarding the topic. The students have a purpose for reading: to confirm or disprove their hypotheses. Furthermore, the opportunity has been created for the students to link the new knowledge they will encounter in the text with the knowledge they already possess. The predicting strategy also facilitates use of text structure as students learn that headings, subheadings, and questions imbedded in the text are useful means of anticipating what might occur next. We select material for social studies in the early grade that have predictable layouts to identify patterns in text structure.

In summary, each of these strategies were selected as a means of aiding students to construct meaning from text as well as a means of monitoring their reading to ensure that they in fact understand what they read. Since the content of social studies covers four disciplines and a vast time line, the connection between the early grades is the approach to constructing meaning from text through oral discussion and reading for meaning.

The teachers include authentic learning opportunities to the curriculum to expand the background knowledge that students are missing and include appropriate performance based assessments.

Writing

In all grades, the staff uses the "writers" workshop approach in the writing curriculum. Writer's Workshop is an interdisciplinary writing technique which can build students' fluency in writing through continuous, repeated exposure to the process of writing.

Teachers model good writing in their own work and by sharing good writing in literature. The curriculum has been expanded to include Six Traits in Writing.

Junior Academy

Instructional strategies in the Junior Academy follow the same format as the primary and elementary with perhaps fewer occasions for any direct instruction. Teachers challenge the students by asking them to monitor their own goals and successes and help plan their own path toward success. Teachers meet with students in small groups and facilitate students in their goal to build and monitor their own understandings. There is more flexibility and responsiveness in the junior academy because of the 90 minute blocks scheduled for instruction. The extra class time and the small class sizes provide a wonderful setting for teachers to facilitate student learning in small groups.

2. What teaching methods are used? How does this pedagogy enhance student learning?

The school does not support any one teaching method. The school uses research based programs for Reading, Math and Science and support teachers developing their curriculum in writing and math based on the Delaware content standards. Within the research based curriculums, there are specific teaching methods included in the programs. The teaching methods are guidelines and teachers are not encouraged to follow a "scripted" lesson plan and the corresponding teaching methods at the expense of student engagement. The overall philosophy is to make students active partners in constructing and monitoring

their own learning. The goal is for students to know and understand the purpose of what they are doing and be able to monitor their own progress.

The Success for All Program captures the teaching methods and instructional strategies in the phrase: The Cycle of Effective Instruction. The Cycle of Effective Instruction is the teaching model that drives the program by combining good direct instructional practices with cooperative learning.

Every instructional cycle begins with active instruction in which the teacher teaches models and guides student practice of the lesson objectives. The teacher begins by teaching and modeling the skill or strategy. They introduce the targeted skill or strategy. Teachers facilitate a short review of the previous learning and give active demonstrations using visual aids and manipulatives.

Teachers guide student practice in applying the skills by providing support during student practice and offering targeted feedback, recognizing effective skill use and offering suggestions to correct ineffective skill use.

Students are trained to work with partners and in teams. In Roots, partner reading is encouraged and this develops into team work in the Wings program. Teachers reinforce and provide feedback to guide skill or strategy use when the students are working in teams or independently.

Frequent, consistent feedback is critical to student learning. The program reading program allows the teacher to give feedback to groups and individuals during the 90 minute block prior to individual assessment. During the assessment phase, each student is individually assessed to make sure he or she has mastered the skill or strategy.

The Everyday Math Program utilizes the scaffold approach to learning based upon the belief that students must be exposed to concepts and skills many times and in many different ways before they can master them. When teaching mathematics, the scaffold approach to learning, is that mathematics skills and concepts are taught over time using an array of instructional strategies and a wide variety of applications.

The math program introduces the student to consistent hands on activities for determining the answers and processes of learning for many problems. New content materials are introduced in connection with prior knowledge to build upon that knowledge by engaging the students in further explorations, projects and use of manipulatives.

Everyday Math assessment consists of regular informal observations, short responses, and student interviews and conference. The assessment tools of Everyday Math include: Ongoing assessment suggestions in daily lessons, Mid-unit reviews, End-of-unit reviews, Math logs, Class progress indicators, Individual and class progress charts, Class checklists, and Individual Profiles of Progress checklists

The Junior Academy program uses the Prentice Hall MathProgram that includes: Course 1-3 and Algebra.

The Junior Academy program includes many hands on activities to explore math concepts. It also includes various assessments. There are periodic reviews of previously learned concepts. There are also re-teaching materials, enrichment, extra practice and other supplemental materials. Students are grouped by ability in each grade based on the previous year's DSTP scale score in math. The school uses a variety of pull out groups to help students at each grade that need small group instruction.

The materials in the program support and encourage students to use mathematical intended learning outcomes (i.e., problem solving, communication, reasoning and proof, connections, representation). We use the vendor supplied assessments both on paper and on line in the Benchmark program.

There are a range of activities in the program to accommodate various developmental levels at a reasonable pace and depth of coverage for all of our students. The content is organized so prerequisite skills and knowledge are developed before more complex skills are introduced. The program includes ideas to extend concepts in real world applications. We encourage our specials teachers to connect the real world applications in their respective disciplines including music, art and technology.

When students enter the Junior Academy, the Language Arts Program changes from Success for All to the Prentice Hall Literature and Writing Program. Students are grouped according to ability for a 90 minute Language Arts block. The period is divided into a Literature Component and a Writing component. The cornerstone of the Literature Program is the Prentice Hall Literature Curriculum. Additional grade specific novel units that is appropriate for each grade is added. The Sadlier Vocabulary program is used at each grade level as a stand alone Vocabulary concentration in addition to the vocabulary portion of the Prentice Hall Program.

Vocabulary instruction in Prentice Hall Literature utilizes a combination of direct instruction and context-based approaches. Vocabulary words and their definitions are introduced before the selection and highlighted in other areas. Reading strategies model the use of context-based approaches before the selection, and then students are encouraged to use these approaches to answer questions after the selection. Also, students are given opportunities to assimilate new vocabulary words by applying them in exercises that follow the selection.

At Thomas A. Edison it is important that students make connections to the text. Students are encouraged to make connections between the literature selections and the fine art that illustrates the textbook in addition to other extension activities. Extension Activities at the end of each selection and Reading Instructional Materials selections foster connections between students' reading and the world outside the classroom.

Initially the school adopted the Prentice Hall Literature Program because there was a direct connection between the explicit instruction in reading comprehension strategies and Strand Two of the Delaware Content standards for English Language Arts. Prentice Hall Literature provides extensive instruction in reading strategies with introduction, development, and conclusion of each reading skill. Reading strategies include predicting, questioning, rereading, scanning, drawing inferences, determining word meaning from context, using prior knowledge, identifying the main idea, and summarizing. Each reading skill is introduced in the Prepare to Read section of each selection. The skill is then practiced throughout the selection.

Assessment of the skill occurs at the end of the unit and in the monthly benchmarks. Comprehension skills are taught before the selection on the Prepare to Read page, along with appropriate examples. Students apply these skills by answering questions within the selection and directly afterward.

The design of Prentice Hall Literature uses headings to identify particular skills or strategies, and uses graphic organizers to demonstrate skills such as identifying the main idea or making inferences. The structure and order of these various components is consistent throughout the program to maximize retention of information. Additionally, Reading Informational Materials selections explicitly identify the structure of informational materials such as brochures, contracts, and feature articles so that students will be familiar with the common features of these materials. The teaching strategies that the teaching staff uses explicitly teach understanding text structure as a method for increasing comprehension of challenging text.

In addition to the Nonfiction unit in each grade level of Prentice Hall Literature, every unit in each book includes at least one Reading Informational Materials selection. These selections consist of real world nonfiction materials, such as newspaper articles, product warranties, operating instructions, business letters, meeting agendas, and brochures.

Skills taught with these informational materials include analyzing information, evaluating a text, using information to make a decision, questioning, recognizing different types of appeals, following steps in sequence, and following technical directions.

The teaching staff provides additional support for these strategies by subscribing to the News Journal and providing every Junior academy student access to a daily newspaper. There is authentic learning opportunity for students to be exposed to or create business letters, brochures, etc. as applicable in the school environment.

To summarize the school's teaching methods is a combination of direct instruction and constructivist methodology. There are many instances of direct instruction in the early reading program. The wings program has more of a constructivist approach. The entire social studies program is based on a constructivist teaching method.

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

There are a variety of assessment strategies used at Thomas A. Edison. Some of the assessments are included in the research based curriculum that have been adopted and those of strategies suggested by the publisher. Many of these assessments help to determine if the students have achieved the objectives of the lessons. All lesson objectives are not the same; the school assesses for collaboration skills, specific reading strategies included with the results of reading tests in the reading program. These summative assessments, assessments of learning, are the basis for progress reports and report cards. They let the students and the parents know where they fall based on the objectives of each subject.

The staff also believes strongly in using assessments for learning. Assessments are used prior to instruction to organize students into groups based on ability. The reading program recommends multiage groups based on the results of two assessments, the online Scholastic SRI and the previous Quarterly assessment. Information from the previous year's DSTP test is used to organize students in the Junior Academy according to ability.

The school adapts the curriculum that most closely fits the instructional level of the students in the groups. The school uses a flexible approach with the adopted curriculum to match the curriculum to the students based on the results of assessments. For example, the Prentice Hall Mathematics program, is sequenced into Course 1, 2 and 3. Depending on the results of the previous year's DSTP, students in grades six through eight are grouped into the program that best addressed the needs assessment from the previous year's standardized test.

Also the results of informal and formal formative assessments are used to adapt the instructional program within each class. The results of the one-on-one Roots assessment with the embedded Dibbles assessment, is used to assign students to the appropriate reading group in grades one and two. Also, the results of the previous year's DSTP reading scale score along side the results of the SRI is used to assign all students in grades two through five to a reading group.

The reading and math curriculum is based on research based programs that include a scope and sequence with suggested timelines. The results of on-going formative assessments is used to adapt the curriculum to the unique learning strengths and weaknesses within the school and within each class. For example, the curriculum approaches that include team work are consistent with the assessment strategies that include team score sheets.

Teachers are tasked with a commitment to program fidelity, meaning the scope and sequence, within the time frame for each subject. Also, they are encouraged to adjust their instruction based on the results of formative assessments by using the recommended supplements or adjusting their instructional strategies. If a student requires additional support, there are defined interventions and remedial programs to adapt their individual instruction to the data gathered in the course of the assessment process.

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

The school uses a variety of standardized assessments to measure student performance. When students are in the kindergarten program, they are formally assessed using an Edison specific kindergarten performance appraisal. All kindergarten students are assessed at the end of kindergarten or the beginning of first grade using the "one-on-one" Roots Assessment. The data from the Roots Assessment is used to measure student growth and chart improvements in student progress.

When a student has passed the final roots assessment, by achieving a level nine on reading comprehension and oral fluency, then the staff immediately began the formal charting of progress using the additional Scholastic Reading Inventory and Quarterly Assessment from the Wings Program. At the end of grade two, we add the results of the DSTP to the data we monitor for each student.

For older students we use changes in the reading, writing and math scale score from the previous years DSTP to provide evidence of annual changes in student performance. The staff collects and analyzes "same student" growth on Roots Assessments, SRI and the DSTP. Individual growth is monitored and growth based on classes. Typically, each reading group is tested in the computer lab four times a year. The reading coordinator produces reports to show same student growth and class growth to the reading teacher and parents.

(See appendix for SRI growth charts)

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

It is the core philosophy of the Board of Directors and the school administration to capture research based best practices at national and local conferences to improve professional practice at Edison Charter School. By combining the large regional opportunities with ongoing support and coaching on site, the school has developed a great team of teachers who impact student achievement. There is a full time Achievement Director whose main focus is to coordinate all the professional development activities and support teachers to use data to drive instruction.

The school has made commitments to several professional development opportunities beginning with broad general national conferences down to local topic specific meetings.

At the national level, the administrative team at Edison has designated teams of teachers to attend annual national conferences to bring best practices from the national level to the teaching staff at the school. Teams of teachers attend annual conferences from the National Council for the Teachers of Mathematics and the National Council for Teachers of English to ASCD and the Education Trust conference in Washington. The team of teachers that support The Special Education Program attend the National Conference for Exceptional Children.

As a charter school that is not part of a district, it is essential for the Edison staff to participate in conferences that feature research based practices from other areas that serve large numbers of minority children with high populations of poverty as well as areas that serve a suburban population. The goal for the school is to have the staff at Edison exposed to all available research on teaching the core subject areas from a national perspective.

Additionally, the staff is exposed to the latest research on children from generational poverty. A team of three teachers have become certified as Ruby Payne trainers. Ruby Payne training focuses on student learning in schools with high concentrations of students who receive free and reduced lunch.

There is a team of teachers who are certified trainers in Love and Logic and Responsive classroom. They train the staff on research based methods of classroom management. Teachers conduct five half day workshops for staff before school starts.

After reviewing the assessments in reading among students in grades one through eight, the administrative staff selected several teams of teachers to become certified trainers in the Fundation programs of the Lindamood Bell Company including: Lips, Seeing Stars and Visualization and Verbalization. The emphasis is on selecting teachers that can return to the school as on site trainers. There is a focused initiative to develop teacher leaders with aptitude in critical areas, and make an "investment" in personnel through professional development.

6. How has this charter school improved public education in Delaware?

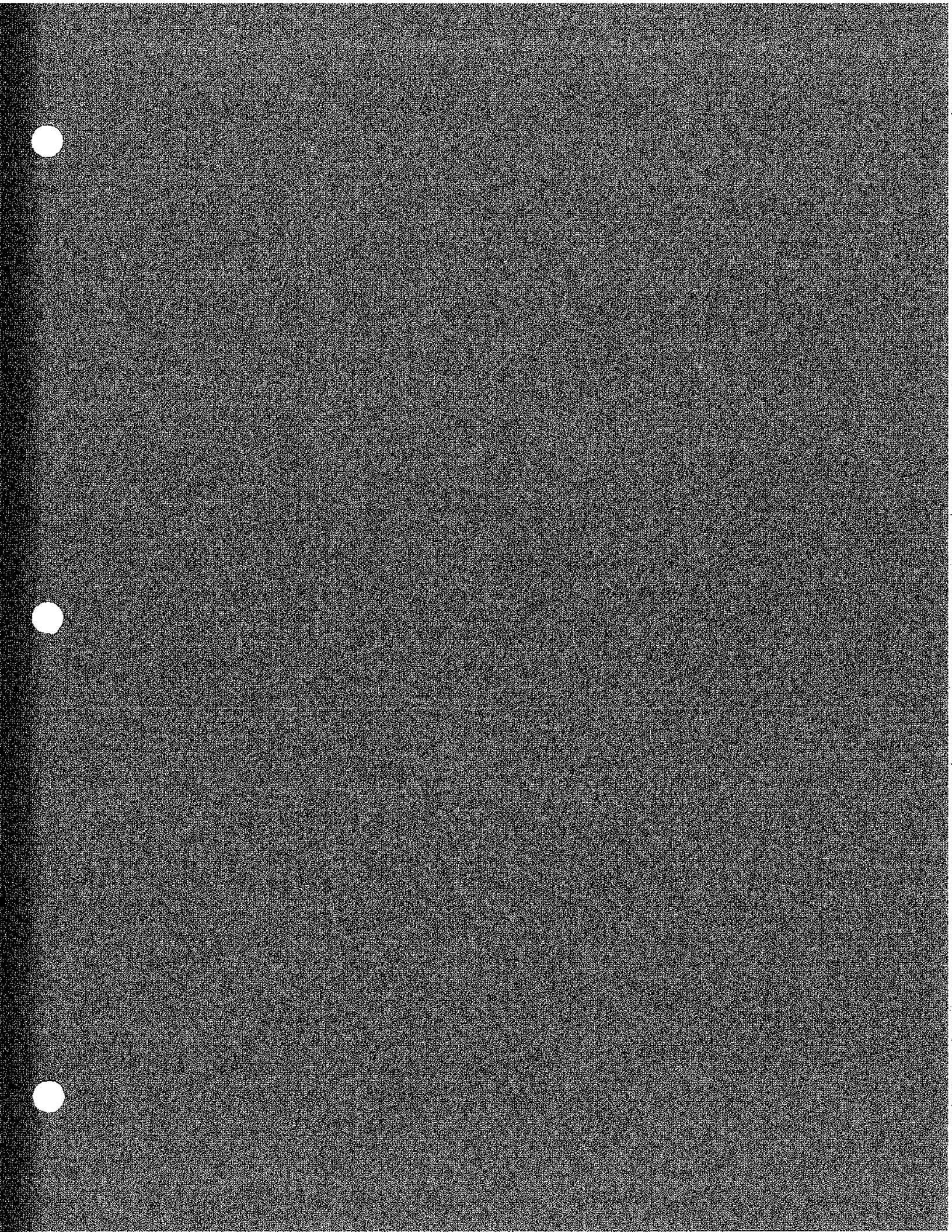
The charter provides a choice for students in the City of Wilmington to attend a neighborhood school that implements a research based comprehensive program with a longer school day and longer year to provide children with an excellent academic foundation. By the time the students at Edison Charter School, complete the Junior Academy Program, the average scale scores for reading and math exceed the state averages in most years. African American Middle School students at Edison Charter, have successfully closed the achievement gap by the time they complete the Edison program.

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

The Head of School attends all of the Charter School meetings and other program designees participate in the state sponsored training for test coordinators, science coordinators and other trainings provided by other departments of DOE.

Teachers and support staff from other of area charter schools have participated in full day workshops at Thomas A. Edison and weekly achievement meetings. The Head of School attends meetings with the local area charter schools.

The school submitted applications for the Superstar in Education program in 2006 and 2007. The application procedure allowed us to share the best practices unique to the school. The school was awarded a "Superstars in Education" both years. The participation in the annual dinner and meetings as a winner gave us the unique opportunity to share the school's successes with area business leaders and the leaders of all the schools in the state.





PROGRESS
MONITORING

Growth Report

SCHOLASTIC



Thomas A. Edison Charter School, 10/05/07

Teacher: Administrator

Class: 4th Grade 2007

Time Period: 08/01/06-06/29/07

STUDENT	GRADE	FIRST TEST in selected date range		LAST TEST in selected date range		GROWTH IN LEXILE
		LEXILE	DATE	LEXILE	DATE	
Ayeni, Bisola	3	376	09/29/06	930	06/12/07	554
Morris, Tyreik	4	BR	09/25/06	483	06/11/07	483
Pedraza, Luishian	4	BR	09/26/06	548	03/09/07	478
Drayton, Daryus	4	111	09/22/06	557	06/07/07	446
Jackson, Larry	4	BR	09/25/06	508	06/08/07	431
Thomas, David	4	BR	09/25/06	410	03/09/07	402
Robinson, Marcus	4	453	09/15/06	848	06/08/07	395
Harris, Tyaire	4	158	09/21/06	552	06/11/07	394
Heame, Cassandra	4	145	08/24/06	531	06/11/07	386
Wallace, Inayzha	4	148	09/22/06	530	08/11/07	382
monroe, linda	4	380	09/22/06	750	06/08/07	370
Bryant, Marcus	4	362	09/22/06	729	06/07/07	367
Seeney, Natifa	4	BR	09/28/06	366	06/13/07	363
Bivans, Jenasia	4	405	09/22/06	745	06/08/07	340
Somah, Florence	4	178	09/22/06	516	06/08/07	338
Johnson, Tyesha	4	BR	09/25/06	410	06/11/07	316
Moore, Destney	4	305	09/22/06	621	06/11/07	316
Rodriguez, Angelina	4	BR	09/26/06	309	06/08/07	309
Fowler, Jaylin	4	434	09/25/06	738	06/07/07	304

* Scale for bar chart is based on highest Lexile growth within selected date range.

BR = Beginning Reader

GO TO NEXT PAGE

Using This Report

Purpose:

To identify the growth each student is making, check the dates of the two tests for an individual student. On average, students are expected to grow approximately 75-100 Lexiles per year.

Follow-Up:

Use this information to plan instruction by providing intervention when needed, instructional support, and targeted independent practice.



Growth Report (Page 2)

CONTINUED FROM PREVIOUS PAGE

Thomas A. Edison Charter School, 10/05/07
 Teacher: Administrator
 Class: 4th Grade 2007

Time Period: 08/01/06-06/29/07

STUDENT	GRADE	FIRST TEST In selected date range		LAST TEST In selected date range		GROWTH IN LEXILE
		LEXILE	DATE	LEXILE	DATE	
Fowler, Jaylin	4	434	09/25/06	738	06/07/07	304
McNeil, Jalisa	4	107	09/26/06	410	06/08/07	303
Al-Amin, Jordan	3	162	09/28/06	464	06/12/07	302
Turner, Daria	4	BR	09/27/06	280	03/09/07	280
Dantley, Nanya	4	168	09/26/06	446	06/08/07	278
Newman, Lavar	4	BR	09/25/06	322	06/11/07	277
Council, Zoi	4	684	09/13/06	951	06/05/07	267
Singleton, Desire	4	BR	09/25/06	313	06/08/07	267
Wells, Nyrique	4	BR	09/27/06	245	06/08/07	245
Terrell, Vanaziah	4	BR	09/27/06	244	06/08/07	244
Brooks, Keera	4	368	09/26/06	608	06/12/07	240
Wynn, Iatia	4	318	09/22/06	558	03/12/07	240
Pierce, JoJuan	4	511	09/21/06	749	06/06/07	238
Edwards, Khairon	4	BR	09/27/06	232	06/08/07	232
Thornton, Gianni	4	687	09/15/06	919	06/05/07	232
Backus, Damonae	3	BR	09/27/06	252	06/12/07	228
Rainey, Jahdi	4	439	09/22/06	666	03/08/07	227
Williams, Siani	4	321	09/20/06	539	06/12/07	218
Williams, David	4	BR	09/26/06	215	06/08/07	215
Smith, RaeKwon	4	BR	09/27/06	237	06/08/07	214
Smalls, Donte	4	644	09/14/06	856	06/05/07	212
Smallwood, Terence	4	BR	09/27/06	207	06/08/07	207
Richardson, Chances	4	291	09/22/06	492	06/11/07	201
Haigood, Devin	4	218	09/26/06	416	06/11/07	198

* Scale for bar chart is based on highest Lexile growth within selected date range.

BR = Beginning Reader



Growth Report (Page 3)

CONTINUED FROM PREVIOUS PAGE

Thomas A. Edison Charter School, 10/05/07
 Teacher: Administrator
 Class: 4th Grade 2007

Time Period: 08/01/06-06/29/07

STUDENT	GRADE	FIRST TEST In selected date range		LAST TEST In selected date range		GROWTH IN LEXILE
		LEXILE	DATE	LEXILE	DATE	
Ortiz, Lizbeth	4	280	09/26/06	477	06/11/07	197
Morgan, Kevin	4	793	09/14/06	982	06/04/07	189
Bell, Kyleir	4	236	09/26/06	419	06/07/07	183
Watson, NaQuan	4	397	09/21/06	578	06/07/07	181
Smith, Autumn	4	316	09/26/06	495	01/23/07	179
Smallwood, Javier	4	682	09/22/06	850	06/05/07	168
Parson, Kareemah	4	741	09/13/06	903	06/04/07	162
Ramos Rosa, Genesis	4	430	09/21/06	588	06/07/07	158
Washington, Taj	4	476	09/26/06	633	06/08/07	157
Richardson, Isaiah	4	BR	09/27/06	152	06/08/07	152
Conaway, Syanne	4	203	09/21/06	353	06/11/07	150
Jeffers, Jaliyah	4	374	08/17/06	524	06/06/07	150
Ayeni, Mayowa	4	425	09/27/06	565	06/07/07	140
Bailey, Monea	3	101	09/29/06	239	06/12/07	138
Saunders, La'Ren	4	387	09/27/06	510	06/07/07	123
Howard, Charnisha	4	329	09/21/06	451	06/12/07	122
Haigood, Dameon	4	294	09/21/06	414	08/11/07	120
Cornish, Nafeesa	4	423	09/21/06	541	08/07/07	118
Fletcher, Adolphus	4	549	09/20/06	667	06/07/07	118
Perry, Kamani	4	BR	09/21/06	204	03/09/07	114
White, Atiyah	4	592	09/15/06	702	03/05/07	110
George, Dennis	4	588	09/15/06	693	06/05/07	105
Murray, Naeemah	4	263	09/27/06	363	06/11/07	100
Moore, Alexis	4	BR	09/27/06	BR	03/09/07	99

* Scale for bar chart is based on highest Lexile growth within selected date range.

BR = Beginning Reader



Growth Report (Page 4)

CONTINUED FROM PREVIOUS PAGE

Thomas A. Edison Charter School, 10/05/07
 Teacher: Administrator
 Class: 4th Grade 2007

Time Period: 08/01/06-06/29/07

STUDENT	GRADE	FIRST TEST In selected date range		LAST TEST In selected date range		GROWTH IN LEXILE
		LEXILE	DATE	LEXILE	DATE	
Neal, James	4	211	09/25/06	306	08/12/07	95
James, Isalah	4	386	09/20/06	479	06/08/07	93
Williams, Tiara	4	196	08/24/06	283	03/09/07	87
Hinson, Javee	4	334	09/22/06	415	06/07/07	81
Percell, Syniah	4	395	09/15/06	469	06/07/07	74
Ridgeway, Nyeema	4	335	09/18/06	406	06/07/07	71
Sharpe, Michael	4	138	09/25/06	199	06/11/07	61
Harris, Mark	4	410	09/21/06	470	06/07/07	60
Smith, Alnika	4	374	09/22/06	426	03/08/07	52
Davis, Elijah	4	367	01/08/07	415	06/08/07	48
Duncan, Dommonic	4	468	09/26/06	500	06/07/07	32
Rocco, Jeanine	4	728	09/13/06	746	06/04/07	18
Copeland, Sheena	4	309	09/22/06	325	06/08/07	16
Harriott, Kameesha	4	410	01/08/07	421	06/08/07	11
Wiley, Tanzjere	4	400	09/22/06	407	06/08/07	7
Mayes, Quiara	4	475	09/19/06	479	06/06/07	4
Pugh, Kynisha	4	490	09/25/06	491	06/07/07	1
Christopher, Jamysiah	4	BR	08/17/06	N/A	N/A	
Gass, Nadrae	4	369	09/22/06	N/A	N/A	
Jones, Tajh	4	BR	08/17/06	BR	06/08/07	
Donyen, Jah-Valerie	4	553	09/22/06	538	06/06/07	
Rodriguez, Jasmine	4	191	09/26/06	169	06/11/07	
Hill, Jared	4	456	08/17/06	425	06/05/07	
Owens, Stephanie	4	843	09/15/06	803	06/04/07	

* Scale for bar chart is based on highest Lexile growth within selected date range.

BR = Beginning Reader

GO TO NEXT PAGE



Growth Report (Page 5)

CONTINUED FROM PREVIOUS PAGE

Thomas A. Edison Charter School, 10/05/07
 Teacher: Administrator
 Class: 4th Grade 2007

Time Period: 08/01/06-06/29/07

STUDENT	GRADE	FIRST TEST in selected date range		LAST TEST in selected date range		GROWTH IN LEXILE
		LEXILE	DATE	LEXILE	DATE	
Burley, Nyeer	4	775	09/20/06	734	06/04/07	
Collins, Brian	4	470	09/20/06	416	06/07/07	
Sellers, Siani	4	446	09/20/06	378	06/08/07	
Dyton, Deidrick	4	595	09/20/06	524	06/05/07	
Jackson Mason, Ashley	4	539	09/19/06	433	06/06/07	
Dorsey, Tomilia	4	412	09/21/06	297	06/08/07	
Collins, Tamira	4	481	09/25/06	335	06/08/07	
Fletcher, Brandon	4	511	09/27/06	322	03/13/07	

* Scale for bar chart is based on highest Lexile growth within selected date range.

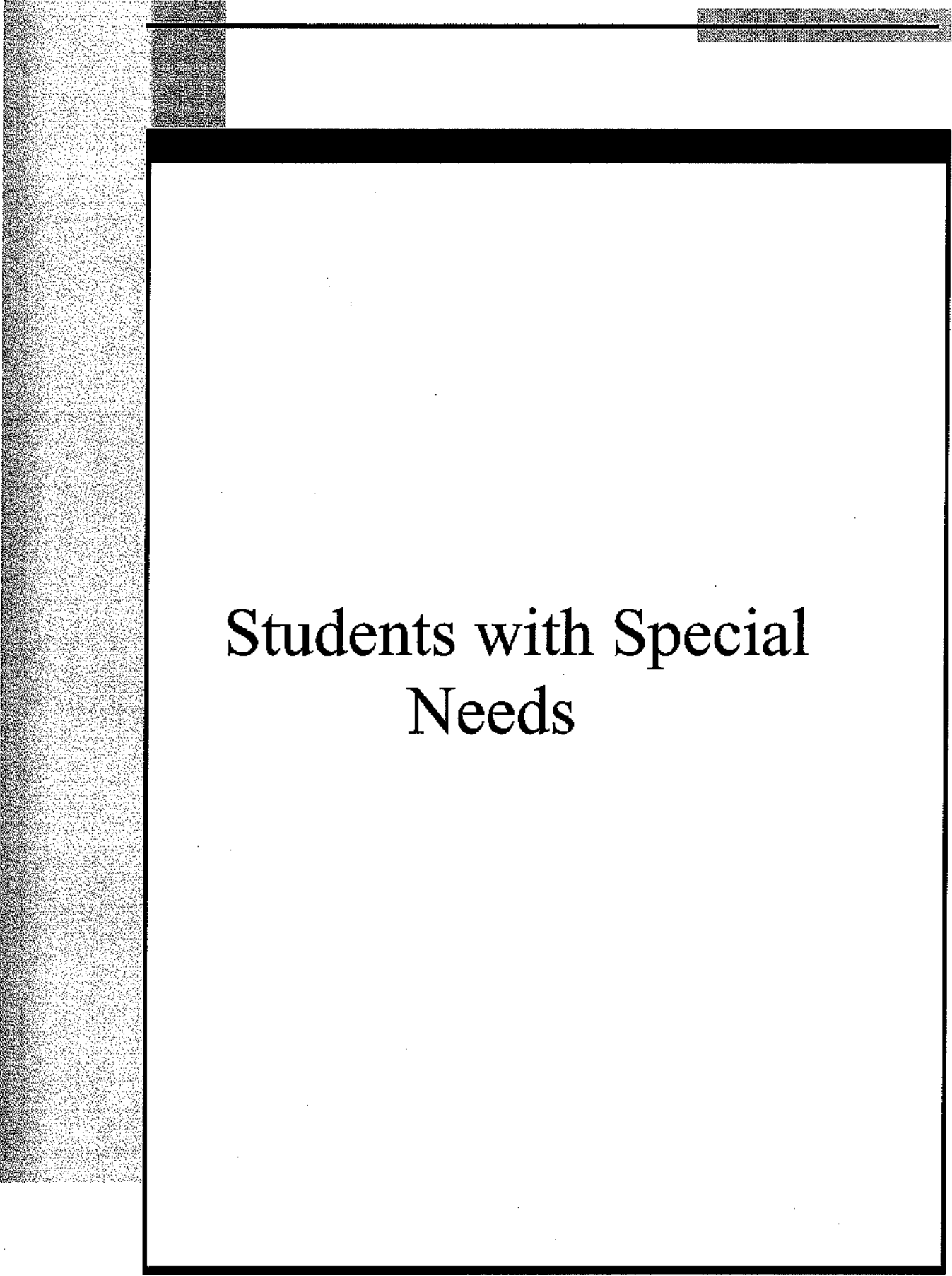
BR = Beginning Reader

First Name	Grade	06 'Baseline Roots Oral Score	06 'Baseline Roots Comp Score	06-07 'End 3rd Q Oral	06-07 'End 3rd Q Comprehension
Shai	1	3	4	9	9
Isaiah	1	3	4	9	9
Makaila	1	1	1	4	3
N'dea	1	3	3	9	9
Natasha	1	3	3	6	6
William	1	0	0	5	4
Tiara	1	9	9		
Ka'Lies	1	2	2	9	9
Naisha	1	1	1	6	7
Jarron	1	0	0		
Najee	1	2	3	9	9
Grayson	1	0	0	3	4
Gani	1	1	1	3	4
Lyndon	1	1	0	3	3
Brian	1	1	1	5	5
Chalyeshia	1				
Char-Teja	1	3	4	9	9
Arminata	1	5	5		
Tori	1	2	3	8	9
Daquan	1	2	2	6	7
Niaja	1	3	4	9	9
Kameela	1	3	4	9	9
Benjamin	1	2	1	3	4
Ky-Ayre	1	0	0	1	1
Grisellys	1				
Leon	1				
Deja	1	1	1	6	7
Layona	1	2	1	9	8
Javon	1	1	1	6	7
Tamia	1	0	0	2	3
Lynelle	1	3	4	9	9
Kevin	1	1	2	6	6
Jaquez	1			3	4

First Name	06 Grade	06 'Baseline Roots Oral Score	06 'Baseline Roots Comp Score	06-07 'End 3rd Q Oral	06-07 'End 3rd Q Comprehension
Nijae	1	0	0	3	4
Ty-Key	1	1	1	4	5
Eurie	1	0	0	2	1
Tanyiah	1	1	1	5	6
Dyron	1	3	4	9	9
Noemi	1	3	3	5	4
Zihere	1	1	1	5	6
Andrea	1	2	3	5	6
Da'Naysha	1	1	2	5	6
Shianne	1	3	3	5	6
Karizma	1				
Jaylyn	1	0	0	4	4
Shaun	1				
Eric	1	1	2	4	3
Promise	1	0	0	3	4
Ziamir	1	3	4	6	7
Rashid	1	1	1	4	5
Alita	1	4	4		
Trinity	1	1	1	6	7
Dewyn	1	0	0	2	3
Cameron	1	9	9		
Michael	1	0	0	1	1
Tahlia	1	1	1	5	6
Desiree	1	2	1	6	6
Myaja	1				
Deamar	1	0	0	1	1
Hadiya	1	3	3	9	9
Keona	1	2	2	9	9
Tyler	1	1	1	5	6
Mateem	1	1	1	3	3
Naya-Shae	1	3	4	9	9
Nakee	1	0	0	0	1
Tavion	1	1	1	1	2

First Name	06 Grade	06 Baseline Roots Oral Score	06 Baseline Roots Comp Score	06-07 End 3rd Q Oral	06-07 End 3rd Q Comprehension
Ji'air	1	0	0	1	2
Nyaira	1	0	0	3	3
Dana'za	1	1	2	5	6

First Name	Grade	06 'Baseline Roots Oral Score	06 'Baseline Roots Comp Score	06-07 'End 3rd Q Oral	06-07 'End 3rd Q Comprehension
Jaylen	1	3	3		
Marquise	1			5	6
Aveyana	1	0	0	3	3
Elizabeth	1	3	4	9	9
Deniya	1	1	1	4	4
Davine	1	0	0	3	3
Quamir	1	0	0	1	1
Tamyra	1	3	3	6	6
NyAira	1	1	1	5	6
Terron	1	1	2	3	4
Abdullah	1	1	2	9	9
Ayreon	1	6	7		
David	1	1	1	3	4
Jontae	1	7	8		
Coby	1	6	6		
Shamir	1	1	0	4	5
Vaughn	1	8	9		
Micha	1	1	1	4	4
Taylor	1	3	3	7	8
Geormir	1	3	4	7	8
Craig	1	1	2	5	6
Alexis	1	6	7		
Najiya	1	6	7		
Jada	1	0	0	6	6
Jhaire	1	1	2	2	3
Aaron	1	1	2	6	7
Raoul	1	2	0	3	4
Jadakiss	1	0	0	0	1
Jah-Keish	1	0	0	3	3
Vaughnae	1	0	0	3	3
Khaize	1	2	3	5	6
Destiny	1	2	3	5	6
Jyair	1	0	0	1	2



Students with Special Needs

G. Students with Special Needs

- 1. How has the school complied with current federal and state statutes relating to the education of students with disabilities, including but not limited to: evaluation, re-evaluation, accommodations, and having certified special education teachers prior to the admission of students. How has the school provided for a Free Appropriate Public Education to students with disabilities and included a continuum of educational placements for students with disabilities.**

Thomas Edison Charter School employs a full-time Special Education Coordinator to oversee implementation of all federal and state guidelines relating to the education of students with disabilities. The Coordinator's responsibilities include:

- Develop, implement, and monitor procedures and programs consistent with the Administrative Manual for Special Education Services, school policy and all other laws and regulations.
- Monitor compliance with all special education processes and timelines.
- Develop forms and protocols for all special education procedures.
- Establish and maintain procedures for placement, evaluation, assignment, and re-evaluation of students with regard to the special education program.
- Oversee and implements all aspects of student referrals, IEP development, diagnostic assessments, and annual and tri-annual reviews.
- Coordinate and participate in IEP annual reviews and facilitate the compilation of required documentation for student records.
- Maintain accurate and confidential records of all assigned students.
- Coordinate the development, monitoring and implementation of student IEP's.
- Recruit, interview, and select certified teachers and other special education personnel.
- Monitor and assist teachers and other program personnel in the adaptation and evaluation of instructional materials and curriculum.
- Orient staff to special education policies and procedures of the State of Delaware.
- Attend all state special education meetings to ensure all current policies and procedures are implemented.

To ensure FAPE as well as offer a student with disabilities a placement in the least restrictive environment, Thomas Edison Charter assembles a team of professionals including special education teachers, general education teachers, administrators and related service personnel along with a student's parents to meet and determine a student's unique educational needs, develop annual goals for the student and determine the placement, program modifications, testing accommodations, counseling and other special services that the student needs through the development of the Individualized Education Program. This IEP is developed and implemented to meet all the standards of the federal and state agencies

- 1. What services or accommodations has the school provided, in order to comply with Section 504 of the Rehabilitation Act of 1973 and with the Americans with Disabilities Act of 1999?**

The Special Education coordinator also serves as the 504 Coordinator to oversee development and implementation of all 504 plans. The coordinator ensures that all policies and procedures are followed including appropriate assessment and evaluation, disability determination and the creation and implementation of the 504 Plan. This is all completed by a team of school

professionals along with the students' parents. Assistive technology and environmental accommodations are available for the variety of students we service allowing educational access to all.



Economic Viability

H. Economic Viability

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

The school receives federal funds via the consolidated grant and through the Federal Nutrition Program. The school also receives private grants through competitive application process. In addition, the school receives occasional gifts. From time to time the school hosts fundraisers that produce a small amount of income. The school does have a loan, with a current value as of 6/30/07 of \$2,495,278. The source of the loan is the Delaware Community Investment Corporation. The loan commenced on Dec. 12, 2000. The loan has a 20 year term, and carries interest at 7.47%. It is payable monthly.

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

All school funds are processed through the school's DFMS accounts. There are no funds maintained outside the school's DFMS accounts.

3. If any function of the school is managed by an outside group(s), describe the financial arrangements made between the board of directors and this group(s)? List the fee paid to the outside group each year during the current charter period. What specific services does that group(s) provide each year and what are the costs of each of those services?

Certain non-academic functions of the school are provided under a service agreement with Renaissance School Services. The school pays a fixed annual fee to RSS of \$512, 980 a year. The services provided by RSS includes oversight, supervision, and co-management of all the non-academic functions: finance, technology, HR, compliance, facilities, food service, third party contract management, general operations, organizational design, and senior consulting. RSS does not track the cost of the services individually, but provides all of them under one lump sum.

Additionally, the food service production function is provided by Brandywine school district at a cost of \$2.02 per elementary student lunch, \$1.30 per elementary student breakfast, \$2.07 per secondary student lunch, \$1.30 per secondary student breakfast, \$2.25 per adult lunch, and \$1.45 for adult breakfast.

Additionally, the school's custodial functions are provided by Aramark under an annual fee. The fee for FY08 is \$260,000.

The school's bus service is provided by Advanced Student Transportation. The FY08 contract is for \$731,365.

4. If public funds remain at the end of a fiscal year, what is the disposition of those funds?

If public funds remain at the end of a fiscal year, and they have no restriction or expiration on them, they remain in the DFMS system, earning interest. It is the school's intent to build a substantial capital reserve for capital uses.

5. What internal controls are used for budgets and financial records?

Year-to-date monthly financial statements, monthly cash balances, monthly reforecasting of the school's performance, monthly monitoring of local district billing receipts, monthly tracking of Federal expenditures, and monthly analysis of specific programs at the school, such as the Food Service program, occurs every month. These documents are produced and reviewed monthly by a team that includes RSS, the school's business manager, and the Head of School. Additionally, the YTD monthly statements and the monthly reforecasts are also reviewed monthly by the Board's finance committee. There are detailed internal financial reporting control procedures that segregate the financial reporting duties between the school's business manager and the school's operations specialist to ensure strong internal financial controls.

6. Describe the procedures and the timetable the school has used for recruiting students and for the application and admission process. Attach copies of documents the school has used to publicize its program and admission procedures.

- 1) In January, the school administrators review and revise the application for enrollment based on any changes to Delaware regulation or school policy.
- 2) The application is not available for public access until the end of January.
- 3) In late January through February, the school advertises for open enrollment for Kindergarten through grade eight.
- 4) Flyers are distributed to all students in the school, advertisements are placed in local community papers.
- 5) School staff visit the Kingswood Community Center preschool program to speak to parents about kindergarten registration.
- 6) The administrative staff rollover the grade level students to the next level to project the target grades for enrollment (i.e. low student count in grade 5 or 6, then those grade levels would be targeted).
- 7) Intent to return forms are sent out at the end of February to all students enrolled in kindergarten through grades seven.
- 8) Applications are accepted based on the student rollover and intent to return forms.
- 9) All applications are reviewed to ensure that all supporting documents are included in the application package.
- 10) Kindergarten applications are accepted in April.
- 11) In kindergarten, the first 125 students are automatically accepted. The remaining applicants are placed on a waiting list based on when application is received.
- 12) Other grade level applications are accepted on a first come-first served basis, based on availability of space at that grade level.

7. Which, if any, enrollment preferences authorized by the federal and state charter laws does the school use? If more than one preference is used, describe how the various preferences are employed together.

Thomas A. Edison Charter School admits students on an open enrollment basis, without regard to past academic performance or handicapping condition. No evaluation or

examination will be required as a condition of admission. Applicants for admission to Kindergarten must attain the age of five on or before October 1. In the event that any particular grade levels enrollment is full, the school shall maintain a wait list by grade level. If an opening becomes available, the first student's guardian on the list will be contacted.

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

The school does not give preference to the children of the school's founders.

- 9. How does the school select students, when more students seek admission than space allows?**

The students who are currently enrolled are given the opportunity to complete intent to return form in April. In May, the school administration starts the process of recruitment. Students are accepted on a first come basis. As grade levels become full, students are placed on a waiting list. If openings become available, the first student on the waiting list for that grade level is called and notified of the opening. The parent is given the choice to complete registration or decline to enroll.

- 10. Describe the procedures the school uses to ensure compliance with the requirements of [14 Delaware Code, Section 506 (c) and (d),] related to enrollment. Provide a copy of the form parents are required to sign.**

The School's Student Enrollment Application includes the statement:

My signature here indicates that I am applying for my child's admittance to The Thomas A. Edison Charter School. I acknowledge that if accepted, I intend for my child to attend this school for the complete school year. I understand that I am permitted to withdraw my child for "good cause" set forth in Delaware Charter School Law.

If a parent let's the staff of the school know that it is their intentions to withdraw their child, the school administration determines whether it is a satisfaction issue or "good cause". If it is a satisfaction issue the head of school, principals and teachers meet with the parent to resolve any issues. If the student withdrawal is for "good cause" then the parent is allowed to withdraw the child.

The school monitors student enrollment daily. Specifically, prior to April first, parents/guardians are asked to make another commitment that they will continue their child's enrollment for the following year. The school complies with 14 Delaware Code, Section 506 by completing Form 4 and certifying it by the April 1 deadline.

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

In January of each year, the school polls families asking them to inform the school of their intent to return the following year for each individual child. The school also begins accepting applications for the next school year at this time. On or before March 1 of each year, the school sends a Form 4 spreadsheet detailing which individual students have applied or are intending to return the following year to the Unit Count coordinator and Finance

Manager of each district of residence for the students. An updated list is sent to the same recipients on or before April 1.

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

Position	Employee Name	Contractor
Operations Specialist	Kamika Bost	Renaissance School Services
Human Resource Specialist	Traci Pruitt	Renaissance School Services
Jeff Scott	User Support Technician Technology	Renaissance School Services
Maintenance Manager	Stephen Most	Aramark Facility Service
Custodian	Alfred Brickhouse	Aramark Facility Service
Custodian	Ed Hussey	Aramark Facility Service
Custodian	Corey Brittingham	Aramark Facility Service
Custodian	Eric McCloud	Aramark Facility Service
Custodian	Rosa Pagan	Aramark Facility Service
Custodian	Shankia Ramos	Aramark Facility Service
Custodian	Shimeeka Brittingham	Aramark Facility Service
Custodian	Ken-Zetta Ramos	Aramark Facility Service
Food Service Manager	Keith Mulrooney	Brandywine School District
Food Server	Tammy Burress	Brandywine School District
Food Server	Sara Richardson	Brandywine School District
Food Server	Devoria Gordon	Brandywine School District
Occupational Therapist	Melody Stack	Pediatric Therapeutic Services
Speech Pathologist	Debbie MacGray	Pediatric Therapeutic Services
Occupational Therapist	Michelle Matteo	Pediatric Therapeutic Services
Physical Therapist	Holly Barbieri	Pediatric Therapeutic Services
Psychologist	Lee Stanton	Independent Contractor
Therapy/Counselor	Preston Lanier	Personal Wellness
Family Crisis Therapist	Nnadiera Hartley	Division of Family Services

13. Describe the facilities the school has used during the current charter period. Who owns the school facilities? In the event that the school closes or (if applicable) the management agreement with any contractor terminates, what will become of the facilities and any debt owed on those facilities?

Thomas Edison Charter School occupies a facility constructed in 1924 of approximately 80,000 square feet. The building is owned by a DE non-profit called Phase V. In the event the school closes, Phase V would keep possession of the building. The school's note to DCIC would be forfeit. No service agreements with any contractors have any bearing on the facility's cost or debt.

14. Describe how the school provides transportation to its students, including special needs students.

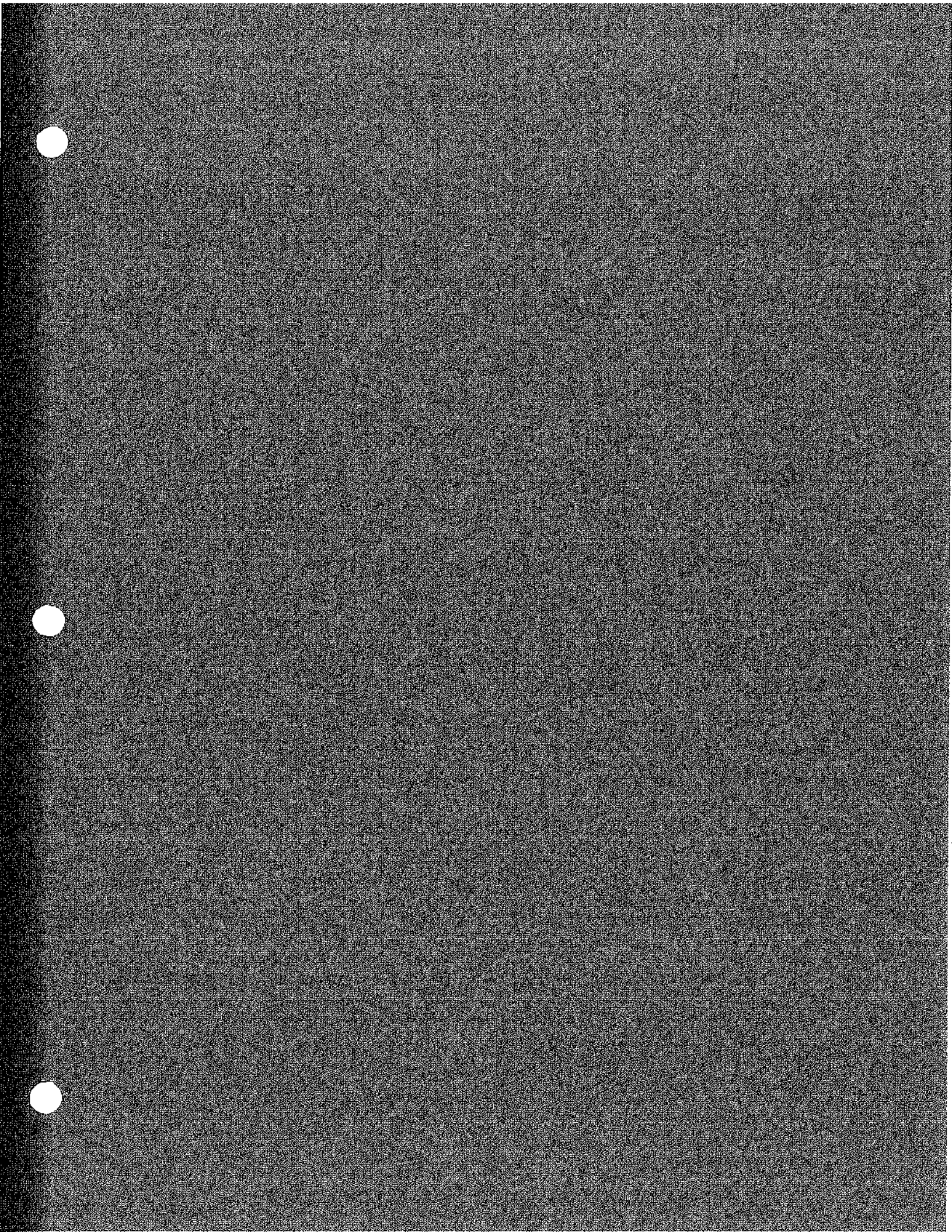
The school provides student transportation through the contracted services of Advance Student Transportation.

During the last renewal period, there were not any students whose IEP's required transportation services. If there becomes a need, the school will make the accommodation.

15. Describe how meals are provided for students, including compliance with the requirements of the federal Free and Reduced Lunch Program for eligible students.

Meals are produced by Brandywine school district under the contract mentioned above. The school is fully compliant and takes advantage of the federal Free and Reduced Lunch program. In FY08, the school began offering universal breakfast. All students' families are asked to complete an application for the program when their children enroll at the school. Submissions to the state for reimbursement under the program occur monthly. Brandywine is responsible for food production records and serving compliance, which the school monitors.

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



Date	office use only
Enter	ed
DSTP#	ool
	Fam #

Thomas A. Edison Charter School

2200 North Locust Street, Wilmington, DE 19802
Office: 302-778-1101 Fax: 302-778-2232

Student Application

1. Complete one application for each child enrolling
2. All information must be complete and accurate on this form
3. Please attach copies of the following items and return with completed application form to school's main office:
 - Proof of residency (utility bill, lease agreement)
 - Child's current immunizations
 - Current report card
 - IEP (for special education students only)
 - Copy of birth certificate
 - DSTP Scores

The Thomas A Edison Charter School is a tuition-free public school, serving students in grades K - 8. Parents, students, and teachers will be expected to attend quarterly conferences in which they promise to work together for student success.

Student Information (please print)

1 Name _____

2 Mailing Address _____ City _____ State _____ Zip _____

3 Date of Birth ____/____/____ 4 Social Security Number _____

5 My child will be in grade _____ in August 2007. We start in mid-August and go through the end of June.

6 School Previously Attended _____ City and State of Previous School _____

7 Type of School: Public Private Parochial Home 8 School district where student lives _____

The information requested in items 10-14 will NOT be used for selection purposes. It will be used to assist the school in evaluating the effectiveness of its recruitment.

9 Gender: Male Female 10 Child resides with: Parents Mother Father Other _____

Ethnic Background: African American American Indian Asian/Pacific Islander
 Caucasian Hispanic

11 What is the language spoken at home? _____ What is the child's language? _____

Has your child participated in either of these programs? English as a Second Language Bilingual Education

12 Have you ever or are you now seeking employment in agriculture, food processing or the fisheries? Yes No
Is your application/change to Thomas Edison Charter School related to your employment? Yes No

13 Are Special Education Services needed? Yes No Does your child have an IEP? Yes No

Parent/Guardian Information (please indicate address of residence)

14 P/G1 _____ Relationship _____ Address _____
Home Phone (____) _____ Cell Phone (____) _____ Work Phone (____) _____ ext. _____

15 P/G 2 _____ Relationship _____ Address _____
Home Phone (____) _____ Cell Phone (____) _____ Work Phone (____) _____ ext. _____

16 Are any brothers or sisters planning to apply to the Thomas A. Edison Charter School this year? Yes No

Please list the names and grades and indicate whether they are applying or attending:

Brother/Sister's Name _____ Applying Attending Grade for August 2007 _____

Brother/Sister's Name _____ Applying Attending Grade for August 2007 _____

Brother/Sister's Name _____ Applying Attending Grade for August 2007 _____

My signature here indicates that I am applying for my child's admittance to The Thomas A Edison Charter School. I acknowledge that if accepted, I intend for my child to attend this school for the complete 2007-08 year. I understand that I am permitted to withdraw my child from the school for "good cause" set forth in DE Charter School Law.

Parent/Guardian Signature _____ Date ____/____/____

Please return completed application to Thomas A. Edison Charter School. For more information, please call 302-778-1101.

Application Requirements

We must have copies of the following information in order to process an application. We will not accept an application until all required documents are submitted.

1. Legal Birth Certificate (a Birth Record with footprints is not acceptable).

2. Proof of Residency

Utility bill with your name and address on it such as Delmarva, Water, Verizon (no cell phone bills), Lease Agreement or Mortgage Payment.

If you reside at someone else's address we need: a copy of one of their bills and a notarized letter stating that you and your child live at that address.

3. Immunization Record (see attached letter from Nurse).

4. Most Recent Report Card at time of registration. (If your child is accepted, we will require the final report card from the current school year to verify promotion and grade placement).

5. I.E.P. (Individualized Educational Program)

We must copy the most recent I.E.P. for all Special Education students.

6. Legal Documentation – if you are not the parent of the child you are registering, you will need to provide legal documentation from Family Court or the Division of Social Services indicating that you are the caregiver.

7. D.S.T.P. Scores (if available)

Edison Charter School
2200 N. Locust St. Wilmington, DE 19802
Phone 302-778-1101
Grades K-8

Featuring : "A middle school for students who want to be superior!"

4 Reasons to consider enrolling at Edison Charter School

1. Become part of a school with a history of success!

*Edison School State Rankings: Superior 2004
Superior 2005*

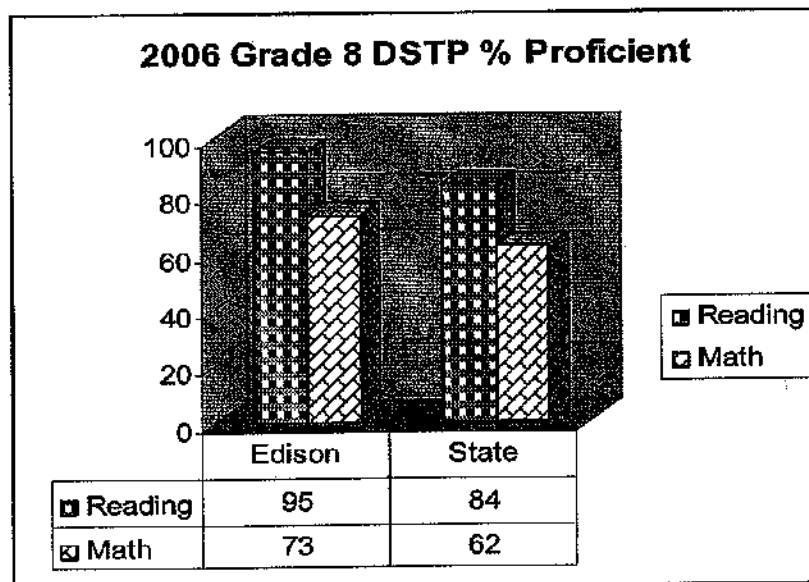
Edison School Choir Nationally Recognized

Edison School Arts Program recognized by University of Delaware

8th Grade Graduates earn entrance & scholarships at top high schools

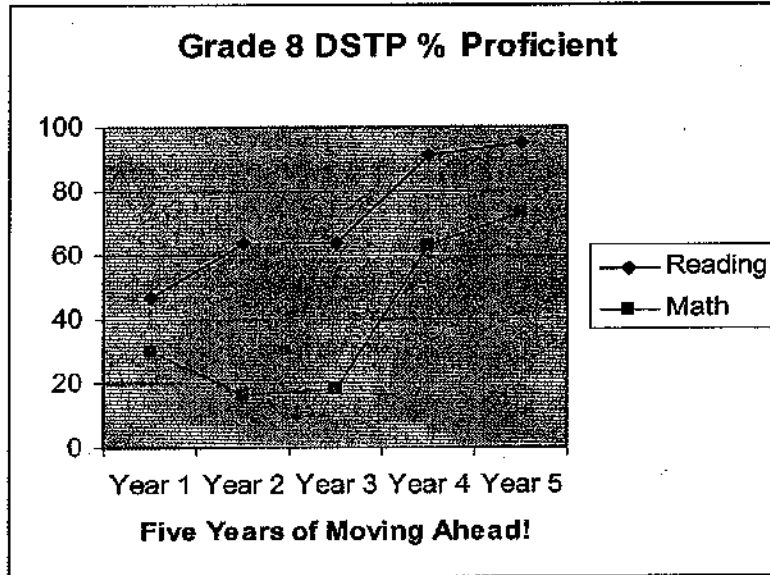
2. Join students who understand that average is not good enough!

2005 Edison Eighth Graders out perform their peers across the entire state



3. Be a part of a school where academic success is on the rise!

Steady increase in students earning proficiency
Access to extra support and tutoring
Regular checks on progress
High expectations for behavior and performance



4. Take positive control of your future!

Edison students care about self and others
Edison students respect individuality and embrace diversity
Edison students have built a culture of happy success!

4 Great Reasons to enroll at Edison

Become part of a school with a history of success!

Join students who understand that average is not good enough!

Be a part of a school where academic success is on the rise!

Take control of your future!



Welcome to the Neighborhood
 We're looking forward to partnering with your
 congregation and their children!
 The Staff of the Thomas Edison Charter School



Edison Charter School

2200 N. Locust Street
 Wilmington, DE 19802

Phone: (302) 778-1101

Grades K - 8



Featuring: *"A school for students who want to be superior!"*

Reasons to go to Edison Charter School

Become part of a school with a history of success!



Edison School Superstars in Education Award-2007

Edison School Superstars in Education Award-2006

Edison School State Rankings: **Superior 2006**
Superior 2005
Superior 2004



Edison School Choir Nationally Recognized

Edison School Arts Program recognized by University of Delaware

8th Grade Graduates earn entrance & scholarships at top high schools
 (Charter school of Wilmington)



Join students who understand that average is not good enough!



2006 Edison Eighth Graders out perform their peers across the entire state.



Thomas A. Edison Charter School

Now Enrolling
For the 2007 - 2008
school year

Where:

Thomas A. Edison Charter School
2200 N. Locust Street
Wilmington DE 19802
302-778-1101

When:

Monday through Friday
8:30 am to 4:00 pm

****All new Kindergarten students MUST
Be 5 years old by August 30th, 2008.

Full day Kindergarten.

*A longer school day and school
year*

*No tuition or entrance exam
required*

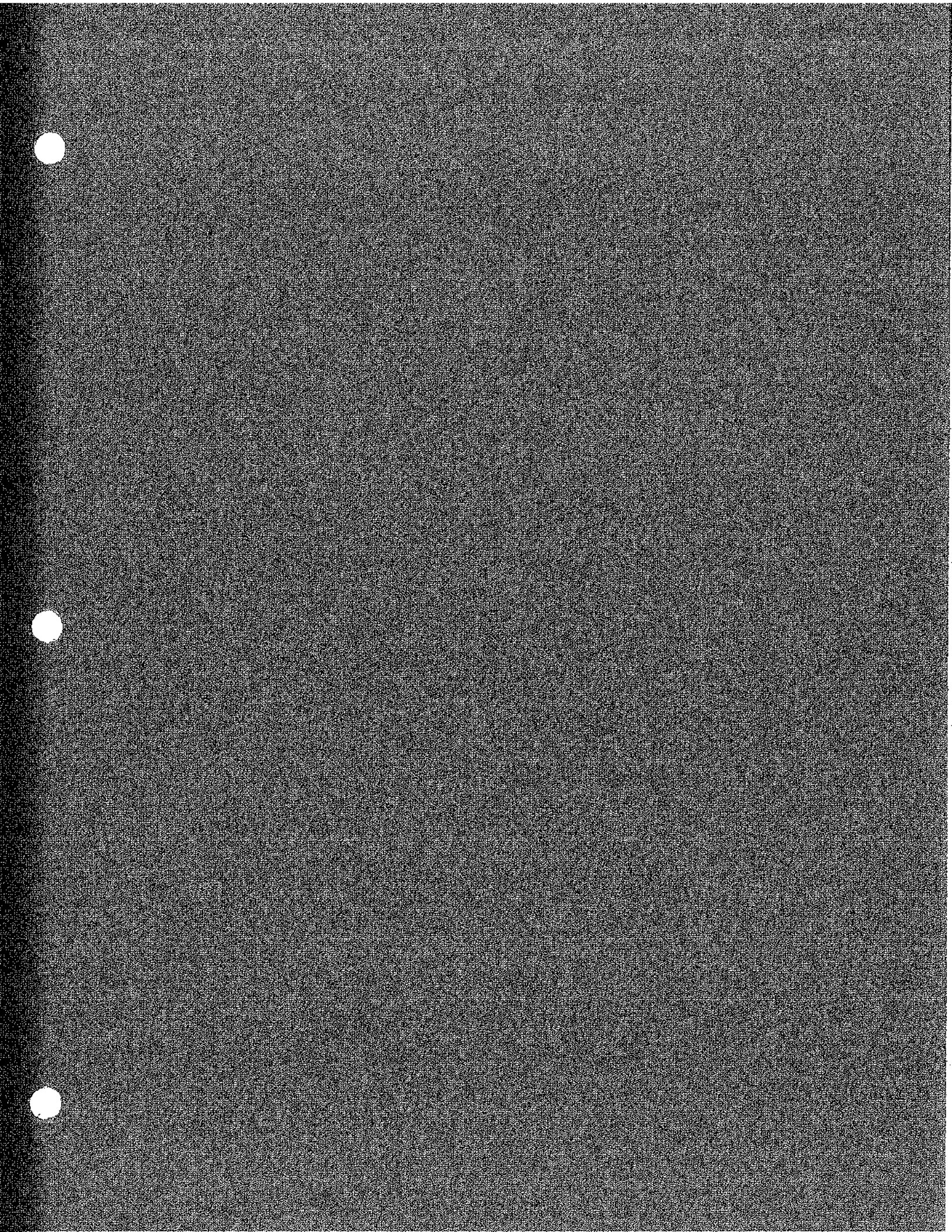
*A focus on reading, math and
technology.*

*Spanish instruction
beginning Kindergarten*

*Bus transportation
provided in the New Castle
area*

To register for the 2007 - 2008 school year, please bring:

Proof of residency (utility bills, lease)
A copy of your child's birth certificate
Child's current immunizations
Current report card
Current IEP (for special education students only)



Service Agreement

This Service Agreement (this Agreement) is made and entered into this 24th day of July 2006, by and between Renaissance School Services, LLC (RSS), a Delaware limited liability company, and Thomas A. Edison Charter School of Wilmington, Inc. (the Charter Holder), a Delaware nonprofit corporation, and is effective as of August 1, 2006 (the Effective Date). RSS and the Charter Holder agree to the terms set forth below and in the appendices, exhibits and schedules attached hereto and incorporated herein.

In consideration of the mutual covenants and agreements herein set forth, RSS and the Charter Holder do hereby agree as follows:

Article 1: Relationship

1.1 Charter

The Charter Holder has been granted a charter by the State of Delaware (the Chartering Authority) to organize and operate a charter school (the School) pursuant to Delaware's charter school law. A copy of the School's Charter Agreement is attached hereto as Exhibit 1.

1.2 Governance

The Charter Holder is governed by a Board of Directors (the Board) which is responsible for overseeing the operations of the School. The Charter Holder shall provide prompt written notice to RSS of any changes in the composition of the Board.

1.3 Authority to Contract

The Charter Holder represents and warrants that, under the Charter Agreement and applicable law, it is vested with the power to contract with RSS to provide the services contemplated in this Agreement.

1.4 Term

The Term of this Agreement shall commence on the Effective Date and end on June 30, 2008, unless terminated earlier or extended in accordance with the terms and conditions of this Agreement.

Article 2: RSS Role

2.1 RSS Services

RSS will provide its services under the authority of the Head of School and the Board. RSS services include the deployment of two full-time RSS staff at the School (as detailed in section 2.2 and Appendix 1) and the provision of ongoing and comprehensive consultation services to the School in non-academic school functions, including project management, detailed analysis and synthesis, information production, protocol development, and recommendations to the Head of School and the Board. These services are more fully described in Appendix 2. In providing these services, RSS will report to the Head of School and operate under the Head of School's supervision.

RSS will not provide the services described in Appendix 3.

As of the date of execution of this Agreement, there are several operational functions that the Charter Holder performs through its current School staff. The Charter Holder will continue to staff those functions under RSS direction. Should the School staff performing those functions leave Charter Holder employ or be reassigned by the Charter Holder to other functions, the School will: (1) retain new staff or reassign existing staff to perform those functions, or (2) upon mutual agreement of RSS and the Charter Holder, the Charter Holder will provide additional compensation to RSS and RSS will perform those functions.

(Example 1: the Charter Holder currently employs a full-time business services manager who performs a variety of operational functions. If the business services manager leaves the Charter Holder's employ, the Charter Holder will either hire a new business services manager to perform the same functions, or upon agreement between RSS and the Charter Holder, increase RSS' compensation in return for RSS performing the business services manager's functions.)

(Example 2: the Charter Holder currently employs an Academy Director who is responsible for student transportation routing. If the Academy Director is reassigned from this function, the Charter Holder must find another staff person to perform it, or reach agreement with RSS about additional compensation in return for RSS performing the student transportation routing function).

2.2 RSS Site-Based Staff

RSS will place, fund and supervise two full-time RSS employees at the School: an Operations Specialist and a User Support Technician -- Technology. The Operations Specialist will be a member of the School's leadership team, and will report both to the Head of School and to RSS. The User Support Technician will report to the School Technology Manager. The Operations Specialist will be responsible for assisting the Head of School in supervising any School staff or contracted workers whose primary functions are in the areas of Business Services, Technology, or Facilities and Maintenance. The specific job responsibilities of the Operations Specialist and the User Support Technician are detailed in Appendix 1.

RSS is neither obligated nor expected to provide any additional site-based RSS staff at the School.

2.3 School Budget

It is understood by the parties that the Charter Holder is responsible for funding all of the staff positions, functions, services, or expenses which are listed in the school's annual budget, attached hereto as Exhibit 2. For example, the Charter Holder, and not RSS, is responsible for funding the costs of Personnel (budget lines 16-25), Student Support (lines 26-49), Operations and Maintenance of Facilities (lines 50-65), Administrative/Operations Support (lines 66-88), RSS Service Fee (line 97), Prior Period Expenses (line 99), and Contingency Reserve (line 101).

RSS will co-manage with the Charter Holder the processes of budget planning, forecasting, and tracking.

2.4 Student Records

The Charter Holder hereby designates RSS staff members working at the School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g of the Family Educational Rights and Privacy Act. RSS, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times.

2.5 Non-solicitation of RSS Employees

During the Term of this Agreement, and for two years after its expiration or termination, the Charter Holder agrees that it shall not hire or attempt to hire any RSS employee. Since it would be difficult to measure the damages RSS would suffer in the event that Charter Holder hired an RSS employee in violation of this section, the parties agree that the Charter Holder shall pay liquidated damages to RSS in such event in an amount equal to 200% of the employee's total annual compensation, including benefits.

2.6 RSS Compensation

For the services provided by RSS under this Agreement, the Charter Holder shall pay RSS a monthly fee of \$42,748.33, for an annual total of \$512,980.00. The monthly fee shall be due no later than the last day of the month for that month's services (e.g., the fee for November 2006 services shall be due no later than November 30, 2006). Late payment of the monthly fee will result in interest charges of twelve percent (12%) per annum, assessed on a monthly basis (e.g., if the October 2006 fee of \$42,748.33 is not paid until December 1, 2006, a 1% late fee of \$427.48 will also be due).

RSS will provide the Charter Holder with invoices showing in reasonable detail in accordance with audit requirements the services rendered by RSS during the invoice period.

2.7 Proprietary Information

The Charter Holder acknowledges that RSS has a proprietary interest in the training materials, policies, processes, programs, and methodologies developed by RSS (collectively, RSS Proprietary Information), and that the above RSS Proprietary Information is core to RSS' business, and as such, is of significant value. RSS owns and shall own all existing, and hereafter created, copyrights, trademarks, and patents, and other intellectual property rights with respect to all training materials, policies, process, programs, and methodologies that are developed by RSS, its employees, agents or subcontractors. RSS shall have the sole and exclusive right to license any of its Proprietary Information to third parties. The Charter Holder shall take all measures reasonably necessary to protect the Proprietary Information from being disclosed to or used by any third party without RSS' prior written approval, which may be withheld in its sole and absolute discretion. Charter Holder shall require all Charter School personnel or agents to agree in writing that they shall not disclose to any third party, publish, copy, transmit to any third party, modify, alter or utilize the Proprietary Information without RSS' prior written consent. Nothing herein contained shall be construed in a manner that would cause the Charter Holder to act or fail to act in a manner that would cause the Charter Holder to be in violation of any State open records law.

Subsequent to the termination of this Agreement, the Charter Holder may continue to make use of RSS Proprietary Information developed or put in place at the School during the

term of this Agreement, and shall continue to be subject to the above requirements regarding non-disclosure.

Article 3: Indemnification

3.1 Legal Representation and Costs: Cooperation

Except as expressly provided herein or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the Charter Holder and RSS shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them. Notwithstanding any other provision of this Agreement, neither party shall settle or compromise any third party claim against the other without the express written permission of that party.

3.2 Indemnification by RSS

RSS shall indemnify, defend and save and hold the Charter Holder, the Board, their employees, officers, directors, subcontractors and agents, harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees (collectively, "Losses"), for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of RSS or of its employees, managers, members, officers, directors, subcontractors or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the negligence or willful misconduct of the Charter Holder or its employees or agents. Upon timely written notice from the Charter Holder, RSS shall defend the Charter Holder, the Board, their employees, officers, directors, subcontractors and agents in any such action or proceeding brought thereon.

3.3 Indemnification by Charter Holder

The Charter Holder shall indemnify, defend and save and hold RSS, its employees, managers, members, officers, directors, subcontractors and agents, harmless against any and all Losses, for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of the Charter Holder or of its employees, officers, directors, subcontractors or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the negligence or willful misconduct of RSS or its employees or agents. Upon timely written notice from RSS, the Charter Holder shall defend RSS, its employees, managers, members, officers, directors, subcontractors and agents in any such action or proceeding brought thereon.

3.4 No Waiver

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the parties under applicable state governmental immunities laws.

3.5 Limitation of Liability

Notwithstanding any provision of this Agreement to the contrary, RSS shall not under any circumstances be liable for more than the aggregate amount of the fees, if any, it received during the Term prior to the date of any Losses.

Article 4: Insurance

4.1 Charter Holder Insurance

The School shall maintain insurance consistent with applicable law, including

- Commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- Automobile liability insurance of one million dollars (\$1,000,000); and
- Employee dishonesty insurance with limits of one hundred thousand dollars (\$100,000).
- Educators legal liability insurance (which shall include coverage of trustees and officers of the school) with limits of one million dollars (\$1,000,000) each claim.
- Excess liability insurance with limits of five million dollars (\$5,000,000).
- Abuse and molestation insurance with limits of one million dollars (\$1,000,000).
- Property insurance sufficient to protect owned or leased buildings and personal property.
- Workers Compensation insurance as required by the school's State of domicile

Renaissance School Services, LLC will be shown as an additional insured on all of the above insurance policies with the exception of Workers Compensation, Educators Professional Liability and Property.

4.2 RSS Insurance

RSS shall maintain insurance consistent with applicable law, including

- Commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- Automobile liability insurance of one million dollars (\$1,000,000); and
- Professional Liability insurance with limits of one million dollars (\$1,000,000);
- Excess liability insurance with limits of five million dollars (\$5,000,000).
- Workers Compensation insurance for RSS employees.

4.3 Coordination of Risk Management

The parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying

with any defense and reimbursement provisions of state governmental immunity laws and applicable insurance policies. Neither party shall compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party without the approval of the other party.

Article 5: Termination

5.1 Termination by Charter Holder

The Charter Holder may terminate this Agreement for cause prior to the end of the Term if RSS materially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 90 days after receipt of written notice of such breach from the Charter Holder, unless such breach is incapable of being cured within 90 days in which case this Agreement may be terminated if RSS fails to initiate and continue to process a cure for such breach within 90 days after receipt of such written notice.

The following procedures shall apply to any termination for cause by the Charter Holder: The Charter Holder shall give RSS written notice of its intent to terminate this Agreement at least 90 days prior to the effective date of termination stated in the notice. The cause for termination shall immediately be submitted to the Board President and RSS's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with the Charter Holder's termination notice unless the alleged default is cured within 90 days of the date of the notice.

5.2 Termination by RSS

RSS may terminate the Agreement for cause prior to the end of the Term, for any of the reasons set forth in subparagraphs (a) or (b) below:

(a) If the Charter Holder fails to pay when due any monetary obligation of the Charter School as required by the provisions of this Agreement, and such obligation remains unpaid for a period of 30 days after receiving written notice of the delinquent payment from RSS;

(b) If the Charter Holder materially breaches any of the material non-monetary provisions of this Agreement and fails to remedy such breach within 90 days after receipt of written notice of such breach from RSS, unless such breach is incapable of being cured within 90 days in which case this Agreement may be terminated if the Charter Holder fails to initiate and continue a cure for such breach within 90 days after receipt of such written notice;

The following procedures shall apply to any termination pursuant to subparagraph (b), above: RSS shall give the Board written notice of its intent to terminate this Agreement at least 90 days prior to the effective date of the termination stated in the notice. The cause of termination shall immediately be submitted to the Board President and RSS's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter,

then termination shall become effective in accordance with RSS's termination notice unless the alleged default is cured within 90 days of the date of the notice.

Article 6: Miscellaneous

6.1 Alternative Dispute Resolution

The parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. If, nevertheless, a dispute should arise in connection with the Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Except as otherwise set forth in Article 5 of this Agreement, in the event any dispute arises between the Charter Holder and RSS concerning this Agreement, it shall be resolved in accordance with the alternate dispute resolution procedure that is set forth in Appendix 4, attached hereto. If a dispute arises over the amount of funds that the Charter Holder is to remit to RSS, the Charter Holder shall remit all funds that are not in dispute to RSS, hold the disputed funds in escrow, and the amount in dispute shall be resolved in accordance with Appendix 4.

6.2 Force Majeur

Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, terrorism, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

6.3 Survival

All representations, warranties and indemnities made herein shall survive termination of this Agreement.

6.4 Independent Contractor Status

The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee.

6.5 Subcontracting

RSS reserves the right to subcontract any and all services specified in this Agreement to the Charter Holder and/or to public or private subcontractors, as permitted by law, subject to the approval of the Head of School which shall not be unreasonably withheld.

6.6 No Third Party Beneficiary Rights

No third party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or RSS in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

6.7 Appendices and Exhibits

The parties agree to the terms and conditions of this Agreement and the appendices and exhibits attached hereto and incorporated herein by reference.

6.8 Entire Agreement

This Agreement and the appendices and exhibits hereto shall constitute the full and complete agreement between the parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.

6.9 Construction and Enforcement

The Agreement shall not be construed against the party that drafted it and shall be construed and enforced in accordance with the laws of the State of Delaware.

6.10 Amendments

This Agreement may be altered, amended, changed or modified only by agreement in writing executed by RSS and the officer of the Board authorized to so execute by action of the Board on behalf of the Charter Holder.

6.11 Section Headings

The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

6.12 Invalidity of Provisions of this Agreement

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

6.13 Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that (i) RSS may, without consent of the Charter Holder, delegate the performance but not responsibility for such duties and obligations of RSS as specifically set forth herein; and (ii) RSS may assign this Agreement to a successor entity that acquires through a corporate reorganization substantially all of RSS's assets and liabilities.

6.14 No Waiver

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

6.15 Confidentiality

The Charter Holder shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third party other than as required by federal and State law, and by the Chartering Authority.

6.16 Notices

All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy

or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To RSS at: Richard O'Neill
President
Renaissance School Services, LLC
7 Farmersville Rd.
Califon, NJ 07830

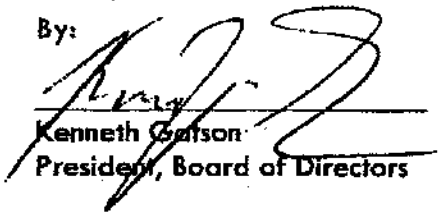
To Charter Holder at: Charles Hughes
Head of School
Thomas A. Edison Charter School
2200 N. Locust Str.
Wilmington, DE 19802

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Thomas A. Edison Charter School
of Wilmington, Inc.

Renaissance School Services, LLC

By:


Kenneth Carson
President, Board of Directors

By:


Richard O'Neill
President

7/31/06

7/31/06

Appendix 1
RSS SITE-BASED STAFF

Operations Specialist
Job Description

The Operations Specialist (OS) will serve as a senior member of a school's leadership team, reporting both to the Head of School (Head) and to RSS.

The OS will assist the Head with managing all non-academic aspects of the school, including but not limited to finances, technology, human resources, facilities and maintenance, compliance, and operations. The OS has the day-to-day responsibility to ensure that the school is well-running in all these areas, and to bring any issues of concern to the Head and to RSS, as appropriate.

Specific OS responsibilities include:

- production of monthly financial statements
- ensuring that the A/P, A/R, billing, posting, and payroll systems are accurate and timely
- analysis of financial information to spot anomalies and trends
- negotiation of third-party vendor contracts
- drafting the school's technology plan
- completion and submission of the school's e-rate application
- oversight of the work of school technology staff to ensure that the school's hardware and networking capabilities are satisfactory
- assisting in the preparation of consolidated grant applications
- development and management of a student recruitment plan
- development and management of a staff recruitment plan
- tracking of teacher certification and HQT staff data
- management of transportation services
- management of free and reduced breakfast and lunch programs
- management of materials ordering
- co-managing the charter renewal process with the Head of School
- management of staff fingerprinting and background-checking process
- assisting the Head in drafting personnel improvement plans and in advising regarding appropriate employment actions
- oversight of the maintenance and custodial care of the school facility
- assisting in the creation of a long-term facilities plan
- assisting the Head and other relevant staff in developing compliance systems for special education, ELL, student information reporting, financial reporting, NCLB, and charter agreement requirements
- attending Board meetings, and reporting non-academic information to the Board
- other duties reasonably consistent with the above list

User Support Technician
Job Description

The primary role of the User Support Technician (UST) is to help enable technology to be integrated throughout the school as seamlessly as possible by maintaining the local technology infrastructure of the Thomas Edison school. The User Support Technician must ensure that technology is available and in working order so that members of the community can use it successfully in their everyday work. The User Support Technician reports to the School Technology Director.

Responsibilities:

- Provide technical support to members of the school community
- Perform maintenance functions on the local-area network including back-ups, user access, data security and data recovery
- Ensure that student information systems are backed up and available to staff at all times.
- Develop, manage, and evaluate maintenance and repair procedures for equipment to ensure that school computers and audio-visual equipment are available and in working order.
- Responsible for help-desk services for school
- Conduct inventory and track movement of equipment
- Participate in meetings/conference calls/discussion groups to strengthen school relationships and technical support
- Coordinate responsibilities with members of the technology team
- Assist teachers with technical needs to integrate technology resources into lessons across the curriculum
- Conduct staff training during Professional Development sessions
- Other duties reasonably consistent with the above list

Facilities and Maintenance

- Oversight of facilities maintenance providers
- Management of renovation and capital improvement projects with a total project cost of \$200,000 or less.
- Identification of long-term facilities needs/improvements

Compliance and Reporting

- Special education reporting
- Teacher certification data reporting
- Student information reporting
- Assistance in complying with all non-academic terms of charter

Appendix 2 RSS SERVICES

The following list describes the types of services to be provided by RSS, but is not meant to be all-inclusive. It may be supplemented from time to time upon mutual agreement between RSS and the Charter Holder to ensure the appropriate functioning of the School's operations.

Finance

- Preparation of monthly financial statements
- Preparation and revision of budgets
- Coordination of payroll, Delaware Financial Management System, PHRST, billing, and accounting
- Coordination of insurance coverage
- Financial analysis
- Cash Flow analysis

Operations

- Joint preparation of any major modification applications to the State Board of Education
- Joint preparation of consolidated grant applications
- Coordination of teacher certification data
- Coordination of materials ordering
- Third party contract management and negotiation
- Joint development of written operating protocols
- Student recruitment planning
- Assistance in preparation of school for successful charter renewal
- Assistance with the disengagement from Edison Schools
- Co-production of the school's annual report

Technology

- Oversight of eschool (Delaware's student information management system and student information management)
- Oversight of school's technology plan
- Coordination of systems integration and hardware/network maintenance
- Oversight of switchover from Edison Schools tech platform to self-managed tech platform
- Preparation of E-rate application
- Identification of future technology needs

Human Resources

- Coordination of teacher recruitment
- Benefits administration
- Assistance with improvement plans, disciplinary actions (adult), and dismissal actions

Appendix 3
SERVICES FOR WHICH RSS IS NOT RESPONSIBLE

RSS is not responsible for the following services and functions:

- Academic and Instructional Services
- Academic data analysis
- Professional development in the academic subjects
- Professional development in leadership, culture, and learning environment
- Delivery of Special Education services or services for English Language Learners
- Scheduling
- Selection of academic software, including benchmarking systems or library systems
- Selection of curricula, programs, or academic materials
- Recruitment of Head of School or Principal
- Professional Development of Head of School or Principal
- Training or Recruitment of Board Members
- Fundraising or competitive grant applications
- Real Estate Acquisition and Financing
- Major Capital Improvement Project Management (generally defined as projects whose total cost exceeds \$200,000)

Appendix 4
ALTERNATE DISPUTE RESOLUTION PROCEDURE

Charter Holder and RSS agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute. Any and all disputes which can not be resolved informally shall be settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of Delaware law. The arbitration shall take place in the city in which Charter Holder is located and that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, in accordance with the laws of Delaware.

Each party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, arbitrators not jointly appointed, shall be paid by the party incurring such costs. The arbitrator(s) shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue an award having such effect.

Tuesday, June 22, 2004

To: Charles Hughes, Principal

From: Mr. Kevin Warrick, CEO SKD, Inc.

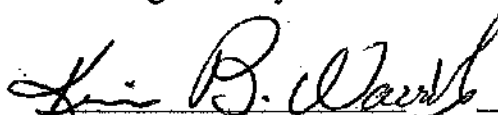
RE: 2004-2005 and 2005-2006 School Lunch and Breakfast Program

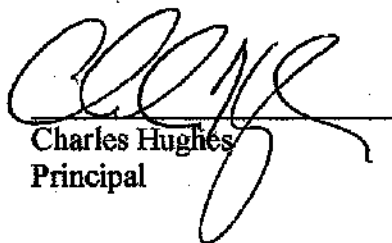
This letter serves as my assurance that our contractual obligation with The Thomas A. Edison Charter School for the upcoming school year will be based on an all-inclusive set per meal costs. As stipulated in our contract, all meals and services will meet and or exceed National and State nutritional guidelines and requirements. The billing cost for the 2004-05 and 2005-2006 school years will be as follows:

Lunch: \$2.00

Breakfast: \$1.00

This is agreed to by:

 9-13-04
Mr. Kevin Warrick Date
CEO SKD, Inc.

 9/13/04
Charles Hughes Date
Principal

CONTRACT RENEWAL

2003-2005 SCHOOL YEAR

THOMAS A. EDISON CHARTER SCHOOL (WILMINGTON, DE)

Consistent with the renewal clause in your agreement for meals, SKD, Inc. will extend our services effective August 1, 2003 through June 30, 2005, at the following delivered prices: Breakfast \$1.00 and Lunch \$1.75.

SKD, Inc. will issue invoices on a monthly basis. Payment terms are net invoice amount due upon receipt.

Cost per meal	
Cost per meal	\$ 2.25
Milk	\$ 0.40
Juice	\$ 0.25
Breakfast	\$ 1.25
*Labor cost per month	\$ 21,182.00

* Includes 3 PT lunch helpers @ \$8,820.00 each per Mr. Hughes request.

\$233,002 (\$21,182 x 11 mos)

Signature
Owner SKD, Inc.

Date

Signature
Principal, Thomas A. Edison Charter School

Date

copy
Angie
6-26-03

**Food Service Renewal Contract Agreement
(2-Year Renewal)**

This Agreement made the 1st day of August 2003, by Thomas Edison A. Charter School located at 2200 North Locust Street in Wilmington, Delaware 19802 and between S.K.D. Food Services, hereinafter called the Contractor Kevin B. Warrick Sr., hereinafter called the Owner. Witnesses, that the Contractor Kevin B. Warrick Sr. whose one and the same owner for the considerations for performing the following services according to Federal Food Drug and Cosmetic Act that:

A. Responsibilities of S.K.D

1. The Food Service Management Company (FSMC) shall serve, on such days and at such times as requested by Thomas A. Edison Charter Academy.
 - a. Breakfasts and lunches, priced as a unit, which meet the requirements prescribed by State and federal regulations.
 - b. Other foods as may be agreed upon by the FSMC and Thomas A. Edison Charter Academy.
2. The FSMC shall serve free and reduced-price meals or free milk to those children designated by Thomas A. Edison Charter Academy.
3. The FSMC shall implement the "offer versus serve" provision at the food service sites as specified by Thomas A. Edison Charter Academy on Appendix C-1.
4. The FSMC shall adhere to the 21-day menu cycle as specified by Thomas A. Edison on Appendices G-1 and G-2 for the first 17 days of meal service. Therefore, changes in the menu may be made with prior approval of Thomas A. Edison.
 - a. Menus must comply with the Dietary Guidelines for Americans, as described in the federal regulations 7 CFR Part 210.10(c). Thomas A. Edison Charter Academy has outlined the requirements of the method for meeting this requirement in Appendix F.

- (i) Thomas A. Edison Charter Academy has selected the Traditional Based Food menu option that requires nutritional analysis, S.K.D. MUST USE USDA APPROVED SOFTWARE AND COMPLETE AN ANALYSIS OF THE 17-DAY MENU CYCLE. WITHIN 10 DAYS OF AWARD S.K.D. MUST PROVIDE SAMPLE PRODUCTION RECORDS, THE SERVING SIZES FOR EACH OFFERING, RECIPES USED (USDA AND/OR LOCAL) AND THE NUTRIENT ANALYSIS FROM THE MANUFACTURER OF ALL PRODUCTS USED.
- (ii) USING THE TRADITIONAL FOOD BASED MENU PLAN, THOMAS A. EDISON CHARTER ACADEMY WILL EVALUATE THE 17-DAY CYCLE MENU ACCORDING TO THE APPLICABLE FOOD PATTERN BY ACADEMIC GRADE/AGE CATEGORIES. THOMAS A. EDISON MAY REQUEST INFORMATION SUCH AS SAMPLE PRODUCTION RECORDS, RECIPES (USDA AND/OR LOCAL) AND THE NUTRIENT ANALYSIS OF ALL MANUFACTURERS PRODUCTS USED TO CONDUCT AN INDEPENDENT ANALYSIS OF ANY MENU IN THE 17-DAY CYCLE.
5. S.K.D shall cooperate with the Thomas A. Edison Charter Academy in promoting nutrition education and coordinating the Thomas A. Edison Charter Academy's food service with classroom instruction.
6. S.K.D shall use the Thomas A. Edison Charter Academy facilities for the preparation of food to be served as specified in Appendix C-1.
7. S.K.D agrees to clean entire cafeteria area, including kitchen floors, lunchroom, mopping of floors, sweeping floors, trash removal, and wipe down tables daily.

B. General Requirements

1. The food service shall be operated and maintained as benefit to the Thomas A. Edison Charter Academy's students, faculty, and staff.

- 2. The food service shall be managed to promote maximum participation in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program.**
- 3. S.K.D. shall have the exclusive right to manage food service program at the sites specified in Appendix C-1.**
- 4. S.K.D. shall follow the procurement regulations specified in 7 CFR Parts 210 and 3015 and OMB Circular A-102. A copy is available from the Thomas A. Edison Charter Academy's procurement officer.**
- 5. S.K.D. shall provide the type of food service at sites as specified in Appendix C-1. By mutual agreement, sites may be added to or deleted from Appendix C-1. However, sites are limited to attendance units of the Thomas A. Edison Charter Academy. Subcontracting with any other SFA is prohibited unless such provision is included in the original bid proposal. All SFA's who receive direct or indirect services from S.K.D. must be included in the bid proposal.**
- 6. The Thomas A. Edison Charter Academy reserves the right to maintain food and beverages vending in its facilities. Revenues must accrue to Thomas A. Edison Charter Academy.**
- 7. S.K.D. shall be an independent contractor and not an employee of the Thomas A. Edison Charter Academy. The employees of S.K.D. are not employees of the Thomas A. Edison Charter Academy.**
- 8. S.K.D shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the USDA regarding the National School Lunch Program, the School Breakfast Program, and any additions or amendments thereto.**
- 9. The Thomas A. Edison Charter Academy shall have the ultimate legal responsibility for the conduct of the food service and shall supervise the food service in such a manner as will ensure compliance with the rules and regulations of the USDA regarding the National School Lunch Program, the School Breakfast Program, and/or the Special Milk Program.**

C. Responsibilities of Thomas A. Edison Charter School Academy

- 1. The Thomas A. Edison Charter School Academy shall ensure that the food service is in conformance with its agreement under the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*. The Thomas A. Edison Charter School Academy will make accessible a copy of said Policy Statement.**
- 2. The Thomas A. Edison Charter School Academy shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals.**
- 3. The Thomas A. Edison Charter School Academy shall monitor the food service through periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation practices.**
- 4. The Thomas A. Edison Charter School Academy shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the USDA.**
- 5. The Thomas A. Edison Charter School Academy shall approve all a la carte items and prices charged for those items in advance of the sale by S.K.D.**
- 6. The Thomas A. Edison Charter School Academy shall ensure that all federally donated food received by Thomas A. Edison Charter School Academy and made available to S.K.D. shall accrue only to the benefit of the Thomas A. Edison Charter School Academy's nonprofit school food service and is fully utilized therein. Donated commodities may not be transferred to another SFA without permission from the Division of Purchasing.**
- 7. The Thomas A. Edison Charter School Academy shall maintain applicable health certification and ensure that all state and local regulations are met by S.K.D. preparing or serving meals at Thomas A. Edison Charter School Academy facilities.**

8. The Thomas A. Edison Charter School Academy shall establish an advisory board composed of parents, teachers, administrators, and students to assist in menu planning.

9. The Thomas A. Edison Charter School Academy shall conduct performance, accountability, and other reviews as required by state and federal regulation and guidelines.

10. The Thomas A. Edison Charter School Academy shall maintain a system for contract administration to assure contractual compliance with contract terms.

11. The Thomas A. Edison Charter School Academy shall maintain a system for assuring that S.K.D. operates the food service program in conformance with the Thomas A. Edison Charter School Academy's agreement for participation in the National School Lunch Program, the School Breakfast Program, and/or the Special Milk Program.

12. The Thomas A. Edison Charter School Academy shall comply with mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Act.

13. The Thomas A. Edison Charter School Academy shall be responsible for the USDA donated commodities processing fees incurred if the S.K.D. declares bankruptcy.

D. Preparation of Meals

The S.K.D. Food Services will be responsible for preparing the meals on site and maintaining proper temperature for stored and cooked food to prevent food borne bacteria from contaminating foods.

The S.K.D. Food Services staff will verify the milk temperature upon arrival daily. Should milk not meet temperature, it will be immediately returned to the vendor and replaced with properly chilled milk. If the milk doesn't arrive in time for meal service, the S.K.D. Food Services will forfeit cost of total meals served.

The S.K.D. Food Service will provide each child with a nutritious lunch and breakfast meals in compliance with the regulations with the

National School Lunch, School Breakfast Programs, and Snacks Programs.

SKD will be responsible for the purchase of milk for all students.

The S.K.D. Food Service will also provide 100% full strength juice when on menu.

The S.K.D. Food Service will provide fresh fruits daily. Seasonal fruits are to be included, as they become available.

The S.K.D. Food Services will provide Thomas A. Edison Charter Academy with a complete nutrient analysis of all foods provided for breakfast, lunch, and snacks.

The S.K.D. Food Service will provide snacks provided for after school programs that are established by Thomas A. Edison Charter Academy as per National School Lunch Program (NSL).

The S.K.D Food Service will complete all necessary documentation as required, regarding food temperatures and portion sizes before the end of the day. Temperature charts and food production sheets must be completed and posted daily for school lunch and school breakfast.

E. Terms of the Contract

The work to be performed under this contract shall be commenced on August 1, 2003 and shall substantially completed on or before June 27, 2005. The termination date of this contract is subject, to change in the event of snow days, emergency days, and or make days being added to the school year. The owner Thomas A. Edison Charter School Academy shall pay the contractor S.K.D. Food Service for the supplies, materials, and food to be performed under this contract (please see attached page for cost breakdown), which may be subject to additions and reductions pursuant to authorized changed orders. Payments are due within 45 to 60 days of the due date. Failure to make payments for a period of 90 to 180 days shall be deemed as a breach of this contract.

F. Insurance

The Contractor represents and agrees that said insurance is written for and shall be maintained in an account not less than the limits of the liability specified below or required by law, whichever coverage is greater. The Contractor certifies that coverage written on a "claim made" form will be maintained without interruption from the commencement of work until the expiration of contract has expired. The contractor shall file certificates of insurance, naming the owner person hiring the contractor as additional insured, in duplicate, acceptable to all parties with prior to commencement of work, which shall contain a provision that coverage's under the policies shall not be cancelled or allowed to expire or permit material changes until at least written notice has been given to additional insured. S.K.D must provide a copy of the certificate of insurance contract at the signing of this agreement.

Owner S.K.D. Food Services
(Signature)

Date

Principal, Thomas A. Edison Charter School
(Signature)

Date

AGREEMENT FOR TRANSPORTATION OF PUPILS
Thomas A. Edison Charter School, Wilmington, DE
For: 2007-2008

This agreement is made and entered into as of August 1, 2007, by and between Thomas A. Edison Charter School of Wilmington, Delaware, hereinafter referred to as "Customer", and Advanced Student Transportation, Inc., hereinafter referred to as "Vendor".

Witnesseth

WHEREAS, Customer is authorized or required to provide Transportation Services for Students who attend various classes or programs operated by Thomas A. Edison Charter School.

WHEREAS, Vendor is willing to furnish such Transportation Service for the consideration and on the terms and conditions herein stated,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, Vendor and Customer hereby agree as follows:

I. Definitions:

- A. "Student Transportation" is defined as the provision of all pupil transportation services required by Customer. Provision of pupil transportation requirements includes the provision of maintenance, supplies, routing, driver, supervision, related equipment and record keeping as further described in this agreement so as to provide the entire pupil transportation services for Thomas A. Edison Charter School.
- B. "Customer" refers to collectively or individually to Thomas A. Edison Charter School.
- C. "Vendor" refers to Advanced Student Transportation, Inc., its employees, and agents.
- D. "Students" refers to those persons eligible for Student Transportation under Delaware law.
- E. "Vehicles" refers to buses used for Student Transportation owned and operated by Vendor as required by this Agreement.

II. Scope of Work

- A. Vendor shall provide all student transportation services, and maintain all Vehicles in compliance with this Agreement and all applicable provisions of Delaware law and regulations governing the operations of school buses and the transportation of Students pertaining to Student Transportation, field trips, athletic contests, and extra-curricular trips as well as the reporting and handling of Student discipline incidents. No person other than Students, supervisors, Company employees, Customer employees, approved chaperones or drivers in

training shall be permitted to use the vehicles without the written approval of Customer.

- B. Such transportation may be on any day or days during the term of the Agreement.
- C. Vendor shall supply enough buses to meet the transportation needs of the Customer, whose enrollment for the 07-08 year is expected to be 842 students. The contract price specified in XI A is based on eighteen buses and monitors on two of those buses.

III. Drivers

- A. Vendor shall employ drivers for the Vehicles used in providing Student Transportation. Drivers shall be carefully chosen based upon their driving skill and character.
 - 1. All drivers will be qualified, competent, and trained in the operation of the buses that they drive and in dealing and handling Students with whom they will interact (including Students with special needs).
 - 2. All drivers will be Commercial Driver's License qualified as required by law.
 - 3. Each driver shall have a certified safe driving record according to the requirements of Delaware law.
 - 4. All drivers and staff employed to provide Student Transportation shall have undergone a criminal background check, as permitted by law. No one with a criminal background will drive one of the Customer's buses.
 - 5. Vendor shall maintain copies of references on all drivers, all of which shall be made available to Customer upon request.
 - 6. The vendor shall file with the school's principal or designee the names of all bus drivers who will operate buses and the identification number of the assigned buses before the opening of school each year. If a new driver is added after the school year begins, that information shall be filed for that person.
 - 7. Drivers shall, at all times, be courteous and exemplary in speech, actions, and dress before children.
 - 8. Drivers **WILL NOT** leave a bus unattended when children are in a bus. In an emergency, the driver's first concern shall be for the safety of the children.
 - 9. Drivers shall not take disciplinary verbal or physical actions against any child. Cases that warrant such action should be reported at once to the school principal. Customer shall have the right to request that Vendor remove any driver who violates this policy from all Customer's buses, and Vendor shall honor that request.
 - 10. Vendor through Vendor's employees shall take entire charge of all pupils and be responsible and accountable for their welfare and conduct while they are riding on the school bus and while they are boarding or being discharged therefrom.
- B. Customer will require the following minimum training of new drivers:

1. Twelve (12) hour classroom training, of which at least four hours must pertain to conflict resolution/human relations training.
 2. Twenty (20) hours of behind-the-wheel training.
 3. Two (2) hours of Passenger Management (behavioral management) instruction.
 4. Equipment training for lift-equipped buses for drivers assigned to transport students in mobility devices (wheelchairs).
- C. Vendor will promptly investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the Thomas A. Edison Charter Head of School. No person will be permitted to drive a Vehicle if there is reason to believe that such person has engaged in any improper conduct with any Student. Vendor shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct. Vendor shall not permit its drivers to smoke on any Customer property or in the Vehicles or to drink or possess any intoxicating beverage or to be under the influence of drugs or alcohol while operating any Vehicle. Vendor shall be responsible to regulate the use of prescription and non-prescription drugs, so as not to impair the safe operations of the Vehicles.
- D. Vendor agrees that in recruiting drivers for positions in the performance of the Agreement, it will emphasize its efforts to recruit from the Wilmington area. In the event that qualified and acceptable applicants are not forthcoming from the immediate community, then Vendor shall be authorized to look outside the community and fill vacant positions.
- E. Decisions as to the assignment and termination of its employees shall be at the sole discretion of the Vendor. Customer may request in writing that Vendor reassign a bus driver to a different bus route or remove a specific bus driver or drivers from any and all of the Customer's routes. Customer may request in writing and stating the reason therefore to have Vendor dismiss any driver who, in its opinion, should be removed from service for cause. Vendor shall promptly consider any Customer request and notify Customer in writing of its decision and the reason for it decision.
- F. Vendor shall conduct pre-employment, probable cause drug, and alcohol testing of all safety related employees as permitted or required by law. All testing shall comply with any state or federal standards then applicable to Vendor's performance of this Agreement.

IV. Manager:

- A. Vendor shall provide a full time manager to maintain the operations and guarantee the availability of driver/monitors and buses during the entire school year for the duration of the contract. Vendor shall provide the name, location, and telephone number of the manager.

V. Equipment:

- A. During the term of this Agreement, Vendor shall be solely responsible for the operation, maintenance and repairs of each bus.
- B. All Vehicles utilized in performance of this Agreement shall meet or exceed the standards established by laws and regulations of the state of Delaware. One (1) vehicle shall be available at all times as a spare. Vendor shall provide a

replacement bus within 20 minutes anytime an original bus becomes disabled. Buses shall be available for field trips without conflicting with the regular schedules.

- C. Each bus shall carry the following equipment:
 - 1. One set of reflective triangles
 - 2. First aid kit placed on the inside of the bus at the left of the driver.
 - 3. Two-way communication systems satisfactory to Customer.
 - 4. Any other equipment required by law or proper jurisdiction regulation.
 - 5. In the event that it is necessary to install seat belts and/or other safety equipment as required by statute or federal or state regulation, the cost of such installation shall be the sole responsibility of the vendor.

VI. Maintenance:

- A. All Vehicles must pass any and all inspections and tests required by state and federal regulation.
- B. Vendor will maintain records reflecting all maintenance and repairs performed on each vehicle. Customer shall be entitled to copies of all vehicle repair histories.
- C. Customer shall have the right at any and all times to inspect any equipment and maintenance records for the purpose of assuring Vendor's compliance. Company shall provide, at Customer's request, periodic reports summarizing the repairs made to all vehicles.
- D. In the event of a mechanical failure or breakdown of any Vehicle, Vendor agrees that a spare vehicle and driver shall promptly respond to the site of the breakdown for transfer of Students for delivery.
- E. Vendor shall provide a scheduled maintenance program and service all vehicles.

VII. Routing and Pick Up:

- A. Vendor shall be primarily responsible for planning all routes, stops, and schedules, and in planning such routes, stops, and schedules. Vendor shall comply with all relevant laws. Vendor agrees to work in cooperation with principal or designee to establish the most advantageous routing plan for the safety and convenience of Students. Vendor will submit proposed routes to the Customer for approval prior to implementation, provided that the Customer provides adequate and accurate student data to Vendor.
- B. Special needs students requiring transportation to and from school by reason of a limiting condition will be transported door-to-door, if feasible.
- C. Pick-ups shall be made on the side of the street on which any Student's residence is located, such that Students shall not be required to cross dangerous thoroughfares to reach school bus transportation.
- D. Subsequent to approval by Customer of Vendor's routing plan, Vendor may propose more efficient routing schemes to Customer for approval; however, Vendor shall make no material changes without prior notice to and approval of Customer.
- E. Vendor agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by parents, guardians, custodians, family members, Thomas A. Edison Charter School staff, or other parties representing the interests of any Student.
- F. Parent/guardian/custodian inquires or concerns will be documented as they arise. Documentation includes a description of the complaint, record of the consultation

with the driver, and a description of the corrective action taken. Should the complaint or concern warrant, all involved parties would be brought together for a meeting to develop a consensus about the incident and its solution. The results of parent inquires of a significant nature shall be reported to Thomas A. Edison Charter School on a monthly basis.

- G. Vendor's buses will be on time for morning pick-up and afternoon pick-up. Continued lateness, after notification in writing to Vendor, will give Customer the right to deduct 5% from each month's bill in which buses are late more than two times in a month, and will give Customer the right to terminate for convenience without the thirty (30) day notice required in Article XIV.

VIII. Discipline:

- A. Vendor shall apply and enforce all regulations governing the conduct of school bus operations, and behavior and discipline of Students transported on school buses. Vendor shall cooperate in any discipline hearings for the enforcement of Student discipline and if deemed necessary or desirable by the Customer, provide videotapes or Vendor witnesses.
- B. Procedures and regulations for the administration of discipline shall be established cooperatively between Customer and Vendor.

IX. Weather/Road Alerts:

- A. Vendor shall monitor road conditions and weather forecasts and shall notify the principal by 6:00 a.m. of any adverse weather or road conditions that would have a bearing on the decision to close school.
- B. The decision to close or to delay the opening of school is within the sole discretion of the school principal or his/her designee.
- C. Vendor shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the principal's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstance.
- D. Customer shall require pre-trip safety inspections of all vehicles and post-trip inspection to identify any Students left on the Vehicles and to identify and return any Student property left on the Vehicles.

X. Insurance:

- A. Vendor agrees that it shall carry standard liability insurance in the amount of at least \$1,000,000 on account of injury to or death of any one person per occurrence, with aggregate limits of \$2,000,000. Vendor shall provide property damage in the amount of \$100,000 for each vehicle used. Insurance will include extraterritorial coverage. Vendor will carry an umbrella excess policy of \$5,000,000 per occurrence and in the aggregate. The policy shall set forth Customer as an additional insured party. Vendor shall provide Customer with certificates evidencing the insurance required hereunder.
- B. Vendor agrees that it shall carry uninsured/underinsured insurance for amounts of \$1,000,000 each incident.
- C. Worker's Compensation insurance of not less than statutory limitations shall be carried by the vendor on all employees working under the provision of this contract and name Customer as an additional insured party.

D. Termination of the insurance described herein during the term of this contract shall constitute a breach thereof, and thereupon the contract will terminate. The issuing insurer will endeavor to mail within 10 days written notice to the certificate holders.

XI. Compensation:

- A. Vendor shall receive the following annual compensation for providing 200 days of transportation service as described in this Agreement together with summer programs such as special education and others that are currently being done: 2007-08 School Year: \$720,000 plus \$31,365.00 for two (2) bus monitors.
- B. Should the number of days decrease below 200, Vendor's billing shall be reduced by \$200 per day per bus. Should the number of days increase above 200, Vendor shall bill an additional \$200 per day per bus.
- C. In no event will the cost of the contract exceed the maximum amount of funding due to the school under the transportation funding formula of the Delaware Department of Education, exclusive of extracurricular, athletic, or field trips.
- D. The Annual sums specified shall be paid in ten (10) equal installments beginning September 15 of each year with the exception of the sums due under Paragraph D below. The annual sums specified herein are inclusive for all service provided in this Agreement.
- E. Customer agrees to pay Vendor a flat rate of \$120.00 per bus for local trips and \$220.00 for out of state (Philadelphia) trips for extracurricular, athletic, or field trips. Customer shall give Vendor at least five (5) days notice of any scheduled extracurricular, athletic or field trip, identifying the destination and the number of buses required.
- F. The parties have entered into the Agreement based on the student information in II C above. In the event that there is a material change in the number of students, Vendor may request a modification of the compensation provisions of this Agreement to reflect the increased cost.
- G. Payment terms are Net 45. Vendor will invoice Customer monthly. Invoices will include detailed information concerning charges for field trips, extra-curricular, or other non-routine transportation provided during the month.
- H. At the end of each school year, the parties will meet to review the operations of the program and explore methods by which the benefits of cost reduction measures may be shared between Vendor and Customer.

XII. Vendor Responsibilities:

- A. Vendor shall pay all applicable payroll taxes and deductions required by local, state and federal law that may be due as a result of this Agreement, as well as all workers' compensation, unemployment compensation, applicable social security and Medicare share.
- B. Vendor shall be committed to a policy of providing equal job opportunities and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.

XIII. Term:

- A. This agreement shall become effective upon execution hereof by Customer and Vendor, and shall relate to the provision of Student Transportation Service from August 15, 2007 through June 30, 2008. This agreement may be renewed for additional two (2) one year options upon the mutual written consent and negotiation of Customer and Vendor.

XIV. Termination for Convenience:

- A. Customer has the right to withdraw from the terms of the contract, without liability or showing cause, by providing thirty (30) calendar days written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the termination.

XV. Non-Appropriation:

- A. Customer may terminate this contract, in whole or in part due to insufficient funding or non-appropriation of funds with written notice to the Vendor. Customer shall pay for all services, if any, incurred up to the date of termination.

XVI. Indemnification:

- A. Vendor shall indemnify, defend, and hold Customer, its officers, and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with this Agreement, or arising from any and all acts or omissions of Vendor, its agents, employees, licensees or invitees.
- B. Customer shall indemnify, defend and hold Vendor, officers and employees harmless from and against any and all loss, cost, expense, or damage, including attorney fees with respect to any claim, liability, demand, controversy, action at law, equity or administrative proceeding arising out of or in connection with this Agreement, or arising from any and all acts or omissions of Vendor, its agents, employees, licensees or invitees.

XVII. Accident Reports:

- A. Whenever a driver is involved in an accident while performing services under this agreement, the school Principal or his/her designee shall be notified immediately by Vendor, by telephone.
- B. If an incident occurs on a bus of a serious nature such that it should be reported to the police, Vendor will notify the police and will also notify the Customer immediately. Any incident that occurs where there is potential injury will be immediately reported to the Customer.

XVIII. Status of Company:

- A. In the interpretation of this Agreement and the relations between Vendor and Customer, Vendor shall be construed as being an independent contractor retained to provide Transportation Services only.

XIX. Notice to Parties:

All notices to be given by the parties to this Agreement shall be in writing and served by Federal Express or UPS.

A. Notices to Thomas A. Edison Charter School shall be addressed to: Chuck Hughes, Head of School, Thomas A. Edison Charter School, 2200 N. Locust Str., Wilmington, DE 19802

With a copy to:

B. Andrew Johnstone., President, Board of Directors, Thomas A. Edison Charter School, 2200 N. Locust Str., Wilmington, DE 19802

Approvals:



Andrew Johnstone
President, Board of Directors
Thomas A. Edison Charter School



President
Advanced Student Transportation, Inc.

9-17-07
Date

9-17-07
Date

Owens
6/07

**Agreement to Furnish Meals for the National School Lunch/School Breakfast
Between Brandywine School District and the Thomas Edison Charter School**

THIS AGREEMENT is made and dated July 24, 2006, between Brandywine School District/School Food Authority (SFA), herein called the School District/SFA and Thomas Edison Charter School, herein called the Special Program.

1. The School District/SFA agrees to supply meals to the Special Program for breakfast and lunch in accordance with the Traditional Food Based menu planning requirements of the National School Lunch Program and/or School Breakfast Program and will maintain full and accurate menu and production records. Classroom-style breakfast meals will be served to grades that are acceptable to both parties.
2. Meals shall be delivered or prepared on site with the appropriate non-food items necessary for the meal to be consumed. Non-food items include, but are not limited to condiments, napkins, plates, utensils, and straws.
3. Food will be transported to the Special Program by the School District/SFA in accordance with Delaware Division of Public Health safety standards for transporting foods.
4. Eligibility determinations for participation in the National School Lunch Program and School Breakfast Program will be made by the Special Program while using eligibility documents as required according to federal regulations.
5. The School District/SFA shall compile daily meal counts served to students while maintaining the appropriate supporting documentation.
6. It is further agreed that both parties will maintain accurate records and will make all production, federal reimbursement, attendance, classroom roster records readily accessible to one another upon request. The School District/SFA and the Special Program also agree to retain records required for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Both parties will provide all accounts and records pertaining to the program to representatives of the U.S. Department of Agriculture, the General Accounting Office, and the Delaware Department of Education for audit or administrative review at a reasonable time and place.
7. School District/SFA shall furnish meals utilizing the School District menu from August 2006 to June 2007.
8. Special Program will provide:
 - a. A copy of the school calendar
 - b. Cafeteria monitors and a cashier
 - c. Notification if school is closed due to inclement weather
 - d. Notification of (at least) one week in advance for class trips
 - e. Keys to the kitchen and storage
 - f. A means to keep kitchen secured when staff leaves
 - g. Daily mopping in the dining area and kitchen
 - h. Daily trash removal, bug exterminator contracts and clean up of vomit or blood
 - i. Daily cleaning of bathrooms
 - j. Provide a list of students with food allergies prior to the first day of school. School Nutrition will be responsible to serve allergy-free foods to students only. Administration must develop allergy protocol with cafeteria aides.
 - k. Internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7CFR 210.8(a)
 - l. Signature for reimbursement claims. 7CFR 210.16
 - m. Control of the school nutrition account and overall financial responsibility for the school nutrition programs. 7CFR 210.9 (a)(1)

- n. Ensure resolution of program review and audit finds. CFR 210.9(b)(17) and 210.18(k)(1)(2).
 - o. Parent letter and application for free and reduced price meals and free milk and shall distribute, collect and process applications. 7CFR 245.6
 - p. Verification of applications for free and reduced price meals or free milk benefits and conduct of any hearings related to such determinations. 7CFR 210.9 (b)(15).
 - q. Assurance that the maximum amount of USDA-donated foods are received and utilized.
 - r. Prices, including price adjustments for food items served under the nonprofit school food service amount (e.g. reimbursable)
 - s. State or local health certifications for any facility outside the school in which it proposes to prepare/serve meals.
 - t. Electricity for "leased" equipment.
 - u. Approval of monthly menus.
 - v. Proof of liability insurance.
9. The School District/SFA will submit a bill to the Special Program by the seventh (7) day of the following month for reimbursement. The Special Program will pay \$2.00 per elementary student lunch, \$1.30 per elementary student breakfast and \$2.05 per secondary student lunch and \$1.30 per secondary student breakfast and for a la carte snacks. The Special Program will pay for Teacher meals, \$2.25 per lunch and \$1.45 for breakfast. The Special Program will provide payment for meals by the 25th of the same month.
 10. The Special Program will claim student meals for federal reimbursement under the Child Nutrition Program.
 11. School Nutrition Supervisor and or Specialist will meet with the Special Program four (4) –one (1) hour sessions per year to review contract and service.
 12. The contract will be reviewed annually.
 13. The Special Program will be held harmless for cases of food borne illness directly related to the delivery, preparation and/or service of breakfast or lunch meals produced by the School District/SFA. Any alleged food borne illness case must be reported to the School District/SFA as soon as possible or within 48 hours. The Special Program will investigate and report the findings to the School District/SFA within fourteen business days.
 14. The School District/SFA must supply proof of Commercial General Liability Insurance with Bodily Injury Liability limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, with Property Damage liability limits of not less than \$100,000. In addition to these underlying limits, the School District/SFA will provide proof of a Commercial Umbrella policy with a limit of \$4,000,000.
The liability policy shall name the Thomas A. Edison Charter School of Wilmington, Inc. as an additional insured on their policy, and provide not less than 30 days notice for non-renewal or cancellation of their policy
The insurance carrier shall have an A M Best Rating of not less than A-, with a financial size of VIII.
 15. The School District/SFA acknowledges that the Special Program's existing kitchen is a warming kitchen and not a cooking kitchen. The School District/SFA agrees that the Special Program's warming kitchen will not be converted to a cooking kitchen. Any additional equipment the School District/SFA brings to the Special Program will only used in a warming kitchen capacity, and will not require substantial reconfiguration of the Special Program's facilities.

This agreement shall be effective from August 14, 2006 to June 30, 2007. It may be terminated by notice in writing given by any party hereto to the other parties at least thirty (30) days prior to the date of termination.

IT WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Camela H. Gorge
Signature of School District/SFA Official

School Nutrition Supervisor
Title

[Signature]
Signature of Executive Director of Support Services

8/2/06
Date

1000 Pennsylvania Ave. Clayton
Address

802-793-5050
Phone

[Signature]
Signature of Thomas Edison Principal

8/1/06
Date

8/1/06
Date

2200 N. Coast Str. Wilmington
Address

302 778 1101
Phone

**Agreement to Furnish Meals for the National School Lunch/School Breakfast
Between Brandywine School District and the Thomas Edison Charter School**

THIS AGREEMENT is made and dated August 15, 2007, between Brandywine School District/School Food Authority (SFA), herein called the School District/SFA and Thomas Edison Charter School, herein called the Special Program.

1. The School District/SFA agrees to supply meals to the Special Program for breakfast and lunch in accordance with the Enhanced Food Based Menu planning requirements of the National School Lunch Program and/or School Breakfast Program and will maintain full and accurate menu and production records. Classroom-style breakfast meals will be served to grades that are acceptable to both parties.
2. Meals shall be delivered, prepared, or, subject to paragraph 14, prepared on site, in each case, with the appropriate non-food items necessary for the meal to be consumed. Non-food items include, but are not limited to condiments, napkins, plates, utensils, and straws.
3. Food will be transported to the Special Program by the School District/SFA in accordance with Delaware Division of Public Health safety standards for transporting foods.
4. Eligibility determinations for participation in the National School Lunch Program and School Breakfast Program will be made by the Special Program using eligibility documents as required according to federal regulations.
5. The School District/SFA shall compile daily meal counts of meals served to students and shall maintain appropriate supporting documentation.
6. It is further agreed that both parties will maintain accurate records and will make all production, federal reimbursement, attendance, and classroom roster records readily accessible to one another upon reasonable request. The School District/SFA and the Special Program also agree to retain records required for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Both parties will provide all accounts and records pertaining to the program to representatives of the U.S. Department of Agriculture, the General Accounting Office, and the Delaware Department of Education for audit or administrative review at a reasonable time and place.
7. School District/SFA shall furnish meals utilizing the School District menu from August 13, 2007 to June 30, 2008.
8. Special Program will provide:
 - a. A copy of the school calendar
 - b. Cafeteria monitors and cashiers
 - c. Notification if school is closed due to inclement weather
 - d. Notification of (at least) one week in advance for class trips
 - e. Keys to the kitchen and storage
 - f. A procedure to keep kitchen area secure when staff leaves
 - g. Daily mopping in the dining area and kitchen
 - h. Daily trash removal, bug exterminator contracts and clean up of vomit or blood
 - i. Daily cleaning of bathrooms
 - j. Provide a list of students with food allergies prior to the first day of school. School District/SFA will be responsible to serve allergy-free foods to students only. Administration must develop allergy protocol with cafeteria aides
 - k. Internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7CFR 210.8(a)
 - l. Signature for reimbursement claims. 7CFR 210.16

- m. Control of the school nutrition account and overall financial responsibility for the school nutrition programs. 7CFR 210.9 (a)(1)
 - n. Ensure resolution of program review and audit finds. CFR 210.9(b)(17) and 210.18(k)(1)(2)
 - o. Parent letter and application for free and reduced price meals and free milk and shall distribute, collect and process applications. 7CFR 245.6
 - p. Verification of applications for free and reduced price meals or free milk benefits and conduct of any hearings related to such determinations. 7CFR 210.9 (b)(15)
 - q. Assurance that the maximum amount of USDA-donated foods are received and utilized.
 - r. Prices, including price adjustments for food items served under the nonprofit school food service amount (e.g. reimbursable)
 - s. State or local health certifications for any facility outside the school in which it proposes to prepare/serve meals
 - t. Electricity for "leased" equipment
 - u. Approval of monthly menus
 - v. Proof of liability insurance
9. The School District/SFA will submit a bill to the Special Program by the seventh (7) day of the following month for reimbursement. The Special Program will pay \$2.02 per elementary student lunch, \$1.30 per elementary student breakfast and \$2.07 per secondary student lunch and \$1.30 per secondary student breakfast and for a la carte snacks. The Special Program will pay for Teacher meals \$2.25 per lunch and \$1.45 for breakfast. The Special Program will provide payment for meals by the 25th of the same month.
10. The Special Program will claim student meals for federal reimbursement under the Child Nutrition Program.
11. School Nutrition Supervisor and/or Specialist will meet with the Special Program for four (4) –one (1) hour sessions per year to review contract and service.
12. The Special Program will be held harmless for cases of food borne illness directly related to the delivery, preparation and/or service of breakfast or lunch meals produced by the School District/SFA. Any alleged food borne illness case must be reported to the School District/SFA as soon as possible or, in any event, within 48 hours. The School District/SFA will investigate any such incident and report the findings to the Special Program within fourteen business days.
13. The School District/SFA must supply proof of Commercial General Liability Insurance with Bodily Injury Liability limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, with Property Damage liability limits of not less than \$100,000. In addition to these underlying limits, the School District/SFA will provide proof of a Commercial Umbrella policy with a limit of \$4,000,000. The liability policy shall name the Thomas A Edison School of Wilmington, Inc. as an additional insured on their policy, and not less than 30 days notice for non-renewal or cancellation of their policy. The insurance carrier shall have an AM Best Rating of not less than A-, with a financial size of VIII.
14. The School District/SFA acknowledges that the Special Program's existing kitchen is a warming kitchen and not a cooking kitchen. The School District/SFA agrees that the Special Program's warming kitchen will not be converted to a cooking kitchen. Any additional equipment the School District/SFA brings to the Special Program will only be used in a warming kitchen capacity, and will not require substantial reconfiguration of the Special Program's facilities.

Claudia
6/07

**Agreement to PURCHASE Meals for the
National School Lunch/School Breakfast/After School Snack Programs**

THIS AGREEMENT is made and dated August 9, 2006, between Thomas Edison Charter School, herein called the Local Education Agency and Brandywine School District, herein called the Vendor.

1. The Vendor agrees to supply meals inclusive / exclusive (select one) of milk to the Local Education Agency for breakfast / lunch / After School Snack (select all that apply). The Vendor agrees to supply a copy of the planned menus to the Local Education Agency at least two weeks prior to the date they are to be served. Menus will be planned in accordance with the following menu planning requirements of the U.S. Department of Agriculture under the National School Lunch Program and/or School Breakfast Program and full and accurate menu and production records will be maintained by the Vendor (select one):

- Traditional Food-based
 Enhanced Food-based
 Nutrient Standard Menu Planning
 Assisted Nutrient Standard Menu Planning
 Other _____

2. The Local Education Agency agrees to purchase meals ordered according to the following schedule:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>
Student Meals	\$ <u>1.30</u>	\$ <u>2.00 - 2.05</u>	\$ <u>n/a</u>
Adult Meals	\$ <u>1.45</u>	\$ <u>2.25</u>	\$ <u>n/a</u>

3. Meals shall be delivered with the appropriate non-food items necessary for the meal to be consumed, unless otherwise specified in Section 9 of this contract. Non-food items include, but are not limited to condiments, napkins, plates, utensils, and straws.

4. Food will be transported in accordance with Delaware Division of Public Health safety standards for transporting foods by the:

Local Education Agency Vendor

5. The Local Education Agency shall determine the eligibility of students participating in the Child Nutrition Programs using eligibility documents as required according to federal regulations. The Local Education Agency shall maintain daily meal counts (by category) of reimbursable meals served to eligible students.

6. The Local Education Agency shall maintain full and accurate records for complying with all reporting and recordkeeping requirements under the Child Nutrition Programs. The Local Education Agency shall claim student meals for federal reimbursement under the Child Nutrition Programs at the following rates:

	<u>Lunch Rate</u>	<u>Breakfast Rate</u>	<u>Snack Rate</u>
Free Student Meals	\$ <u>2.42</u>	\$ <u>1.56</u>	\$ <u>n/a</u>
Reduced Price Student Meals	\$ <u>2.02</u>	\$ <u>1.26</u>	\$ <u>n/a</u>
Paid Student Meals	\$ <u>.25</u>	\$ <u>.24</u>	\$ <u>n/a</u>

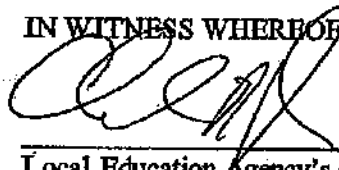
7. The Local Education Agency and the Vendor agree to make all records available to one another upon request. It is also agreed that records will be retained for the required period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, all accounts and records pertaining to the program will be made available to representatives of the U.S. Department of Agriculture, the General Accounting Office, and the Delaware Department of Education Child Nutrition Programs for audit or administrative review at a reasonable time and place.
8. The Local Education Agency shall collect payments for meals from eligible program participants according to the following daily prices:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>
Free Students	No Charge	No Charge	No Charge
Reduced Price Students	\$.30	\$.40	\$ n/a
Paid Students	\$ 1.30	\$ 2.00	\$ n/a
Adults	\$ 2.00	\$ 3.00	\$ n/a

9. Other Services Required:

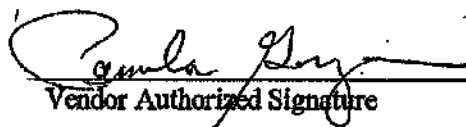
This agreement shall be effective from August 14, 2006 to June 30, 2007. It may be terminated by notice in writing given by any party hereto to the other parties at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:



 Local Education Agency's Official's Signature

Head of Schools 8/9/2006
 Title Date



 Vendor Authorized Signature

School Nutrition Supervisor 8/9/2006
 Title Date

2200 N Locust Street Wilm DE
 Address

302 778-1101
 Phone

1000 Pennsylvania Ave Claymont DE
 Address

302 793-5000
 Phone

Nutrikids Point of Sale - Estimate

Date: 5/8/2007
 Purchaser: Thomas A Edison Charter School, DE
 Contact: Amanda Morris May
 Sales Rep: Roy Olson



THIS ESTIMATE IS PROVIDED FOR INFORMATIONAL AND/OR BUDGETARY PURPOSES ONLY. A FORMAL PROPOSAL WILL BE GENERATED UPON REQUEST.

Software Products	Qty	Price	Total	Price	Yearly Maintenance
POS Manager Software	1	1,695	1,695	195	**First Year Included at no charge. **Yearly Maintenance includes all software enhancements and technical phone support.
Free & Reduced Software	1	1,495	1,495	195	
Cafeteria License	1	1,200	1,200	245	\$245 per Cafeteria
Station License	2	250	500		
MyKids (MyNutrikids.com Online Prepayments)		No-Charge			Yearly Maintenance is not applicable
POS Multi-Line Discount	1	(200)	(200)		
Software Total			\$4,690	\$835	per year

POS Hardware Products	Qty	Price	Total	Price	Extended Hardware Warranty per year
Ultimate 1800 WinXP Pro TouchPC POS Stations / Celeron 1.2ghz / 256 mb / 40GB HD / 15" Screen	2	1,575	3,150	150	**All equipment comes with 1 year warranty. \$75 per station per year
MD-14 Pin Pad w/lcd & Barcode Reader	2	245	490	70	\$35 per Pin Pad per year
UPS Battery Backup - 11 minutes	2	50	100		
Powervar Power Conditioner 1 amp	2	115	230		
Hardware Total			\$3,970	\$220	per year

Training & Set-Up (daily charges)	Qty	Price	Total
On-Site POS Training (plus travel expenses)	1	625	625
On-Site POS Go Live (plus travel expenses)	1	625	625
Training & Set-Up Total			\$1,250

Grand Total: \$9,910

GENERAL NOTES:

- 1) IMPORTANT! SHIPPING EXPENSES AND REASONABLE TRAVEL EXPENSES WILL BE ASSESSED FOR EVERY DAY ON-SITE, INCLUDING AIR TRAVEL, LODGING AND OTHER RELATED CHARGES.
- 2) All software and hardware is warranted for (1) year from the date received.
- 3) CA and NM - sales tax will be included on your invoice unless a tax exemption certificate is provided with your order.

NOTES SPECIFIC TO NUTRIKIDS POS:

- 1) If this Estimate includes software, hardware or services for Nutrikids POS, the required Terms & Conditions and Software License Agreement will be provided with the final proposal. Please contact your account manager for a proposal.
- 2) On-Site training and installation services performed from Nov 1st to April 30th will receive an off peak discount of \$100 to the standard \$625 per day on site charge. Discount to be applied to final invoice.



DELAWARE

COMMUNITY INVESTMENT CORPORATION

Two Mill Road • Suite 102 • Wilmington, DE 19806 • (302) 655-1420 • Fax (302) 655-1419

FAX COVER SHEET

DATE: 7/3/07
TO: Dr. Amis
COMPANY: Thomas Edison

FAX: 778-2232

FROM: Doris R. Schneider
COMPANY: Delaware Community Investment Corporation

PHONE: (302) 655-1420
FAX: (302) 655-1419

of pages including cover sheet: _____

Message:

LEASE AGREEMENT

LEASE AGREEMENT, dated as of AUGUST 25, 1999
(this "Lease"), between Phase V of Delaware, Inc., a Delaware corporation ("Lessor") and
Thomas A. Edison Charter School of Wilmington, Inc., a Delaware corporation ("Lessee").

1. **Demise of Premises.** In consideration of the rents and covenants herein stipulated to be paid and performed, Lessor hereby demises and lets to Lessee and Lessee hereby lets from Lessor, for the term hereinafter described and upon the terms and conditions hereinafter specified, the premises consisting of the existing school buildings located on the parcel of land described in Exhibit A (such parcel, the "Land"), known as the George Gray School (such premises, the "Leased Premises"). In addition, Lessee is hereby granted for the term of this lease (including all extensions) a non-exclusive license to use certain parking areas (the "Parking Facilities") and recreational areas (the "Playing Fields"), all of which are referred to in Exhibit B and shown on Exhibit C. (The Parking Facilities and the Playing Fields, are sometimes collectively referred to as the "Licensed Facilities.")

2. **Access.** Lessee shall also have an easement at all times across all entrances and exits to the Leased Premises on retained lands of Lessor for the purpose of ingress and egress.

3. **Title and Condition.** The Leased Premises are demised and let, and the Licensed Facilities are made available, subject to (a) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (b) with respect to buildings, structures, and other improvements located on the Leased Premises or the Licensed Facilities, their condition as of the commencement of the term of this Lease, without representation or warranty by Lessor.

4. **Use of Leased Premises: Quiet Enjoyment.**

(a) Lessee may occupy and use the Leased Premises and the Licensed Facilities for the purpose of operating an elementary/secondary level school authorized under Delaware's charter school legislation, 14 Delaware Code § 501 et. seq. (the "Charter School Act") and related activities.

(b) Lessor warrants to Lessee that it has the right to lease the Leased Premises and to license the Licensed Facilities on the terms and conditions herein set forth.

(c) If and so long as Lessee shall observe and perform all covenants, agreements, and obligations required by it to be observed and performed hereunder, Lessor warrants peaceful and quiet occupation and enjoyment of the Leased Premises, and use of the Licensed Facilities, by Lessee. Any failure by Lessor to comply with the foregoing covenant shall give Lessee the right to cancel or terminate this Lease, or to abate, reduce, or make

deduction from or offset against any Basic Rent, as hereinafter defined, or additional rent or other sum payable under this lease.

(d) During such times as the Leased Premises are being used for school purposes, Lessee's right to use the Licensed Facilities shall take priority over Lessor's or any other licensee's right to use such areas. During the term of this lease, uses of such areas by Lessor and any other licensee shall be compatible with Lessee's purpose of operating an elementary/secondary level school as determined by Lessee in its absolute discretion, provided that Lessee covenants to make reasonable accommodation for Lessor to use the Tot Lot portion of the Playing Fields as necessary to meet the needs of a child-care center that Lessor may construct on a portion of the Land retained by Lessor.

5. *Term.* Subject to the terms, covenants, agreements, and conditions contained herein, Lessee shall have and hold the Leased Premises for an initial term of forty-five (45) years (the "Initial Term") commencing on September 1, 1999 (the "Commencement Date") and ending at midnight on August 31, 2044. Thereafter, Lessee shall have the right and option to extend the term of this Lease for five consecutive extended terms of ten years each (the "Extended Terms") unless and until this Lease shall be sooner terminated pursuant hereto. The first such Extended Term shall commence on the day immediately succeeding the expiration date of the Initial Term and shall end at midnight of the day immediately preceding the tenth anniversary of the first day of such Extended Term. Each subsequent Extended Term shall commence on the day immediately succeeding the expiration date of the next preceding Extended Term, and shall end at midnight on the day immediately preceding the tenth anniversary of the first day of such Extended Term. This Lease shall automatically extend under the terms of this Lease for an Extended Term in the absence of written notice of termination as set forth herein and no instrument of renewal need be executed.

6. *Rent.*

(a) Lessee covenants to pay to Lessor, as installments of rent for the Leased Premises and the Licensed Facilities during the term of this Lease, the respective amounts set forth in Exhibit D attached hereto and made a part hereof (the "Basic Rent") on the dates set forth in said Exhibit, and to pay the same at Lessor's address set forth in section 19 hereof or at such other place within the continental United States or to such other person as Lessor from time to time may designate to Lessee in writing, in lawful money of the United States of America.

(b) Lessee covenants to pay and discharge when the same shall become due, as additional rent, all other amounts, liabilities, and obligations which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest, and cost which may be added for non-payment or late payment thereof. In the event of any failure by Lessee to pay or discharge any of the foregoing, Lessor shall have all rights, powers, and remedies provided herein, by law or otherwise, in the case of non-payment of the Basic Rent.

7. *Hazardous Material Removal.*

Must Remove

(a) As a condition precedent to all of Lessee's obligations under this Lease, Lessee, Lessor, USA Environmental Management, Inc. ("USA"), and Del-San, Inc. ("Del-San") shall enter into an agreement satisfactory to Lessee and substantially in the form of Exhibit E (the "Release") pursuant to which Lessor shall be released of all of its obligations to USA under that certain contract entered into between USA and Lessor dated as of March 20, 1998 in connection with environmental matters pertaining to the Leased Premises.

(b) Lessee shall obtain an independent environmental audit of the Leased Premises to determine what, if any, actions must be taken to remove hazardous materials from the School Buildings. Except as otherwise expressly provided in the Release, Lessee shall have sole discretion to select contractors to perform environmental remediation or any other work on the Leased Premises at Lessee's cost.

8. *Taxes and Assessments; Compliance with Law.*

(a) Lessee shall pay, when due: (i) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this Lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which are, at any time during the term of this Lease, imposed or levied upon or assessed against (A) the Leased Premises or the Licensed Facilities or any part thereof, (B) any Basic Rent, additional rent reserved or payable hereunder, or any other sums payable by Lessee hereunder, or (C) this Lease or the leasehold estate hereby created or which arise in respect of the operation, possession, occupancy, or use thereof, (ii) any gross receipts or similar taxes imposed or levied upon, assessed against, or measured by the Basic Rent, such additional rent, or such other sums payable by Lessee hereunder, and (iii) all sales and use taxes which may be levied or assessed against or payable by Lessor or Lessee on account of the acquisition, leasing, or use of the Leased Premises or the Licensed Facilities or any portion thereof. Lessee agrees to furnish to Lessor, within 30 days after written demand therefor, proof of the payment of all such taxes, assessments, levies, fees, rents, and charges which are payable by Lessee as provided in this paragraph 8(a). Lessor shall pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits, or revenue taxes of Lessor (other than any gross receipts or similar taxes imposed or levied on, assessed against, or measured by, the Basic Rent, additional rent, or any other sums payable by Lessee hereunder). Notwithstanding any provision of this paragraph 8(a) to the contrary, Lessor shall be solely responsible and liable for all taxes, assessments, levies, fees, rents, charges, and the like that were imposed, levied, or assessed as of the date hereof (collectively, "Back Charges"), and for all interest and penalties that arose or arise in respect of such Back Charges regardless of when such interest or penalties arose or arise. Lessor agrees to take all reasonable steps to have the Back Charges waived or abated. In the event that Lessee advances funds to pay Back Charges, such advance shall be treated as a loan and Lessor

agrees to repay said sum to Lessee, together with interest at the annual rate of 10%, on or before December 31, 2000.

(b) During the term of this Lease, Lessee shall pay all charges for water, gas, light, heat, telephone, electricity, power, and other utility and communications services rendered or used on or about the Leased Premises or the Licensed Facilities.

(c) Lessee shall, at its expense, comply with and cause the Leased Premises and the Licensed Facilities to comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Leased Premises or the Licensed Facilities or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen, or extraordinary changes, whether or not any of the same, which may hereafter be enacted, involve a change of policy on the part of the governmental body enacting the same. Lessee shall, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Leased Premises or the Licensed Facilities, and with the provisions of all contracts, agreements, and restrictions affecting the Leased Premises or the Licensed Facilities or any part thereof or the ownership, occupancy, or use thereof.

(d) Lessee shall, at its sole cost and expense, comply with and cause the Leased Premises and the Licensed Facilities to comply with all covenants, terms, and conditions of all presently existing documents which are recorded in the land records in the county and state in which the Leased Premises and the Licensed Facilities are located and which affect the Leased Premises or the Licensed Facilities or the use thereof and any such documents which hereafter come into existence, provided, in the latter case, that Lessee is either a party to such document or has given its written consent to the substance thereof.

9. *Liens.*

(a) Except for (i) Del-San's claim for a mechanics' lien and the resultant judgment entered against Lessor, which lien and judgment are referenced in the Release and (ii) property taxes due and owing to New Castle County and the City of Wilmington in the approximate aggregate amount of \$49,688.17, Lessor represents and warrants that there are no liens or judgments or other encumbrances against the Land, the Leased Premises, or the Licensed Premises:

(b) Subject to paragraph 12(a), Lessee will not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Leased Premises or the Licensed Facilities or any part thereof or Lessee's interest therein or the Basic Rent, additional rent, or other sums payable by Lessee hereunder, other than any lien, encumbrance, or other charge created by or resulting from any act of Lessee's with respect to improvements and renovations to the Leased Premises or the Licensed Facilities. The existence of any mechanics', laborer's, materialman's, supplier's, or vendor's lien, or any right in respect thereof, shall not constitute a violation of this section 9 if

payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen.

10. Indemnification.

(a) To the extent not covered by insurance, Lessee will indemnify Lessor and save harmless Lessor from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to the Leased Premises or the Licensed Facilities arising from or out of Lessee's lease and use of the Leased Premises and the Licensed Facilities, Lessee's breach of any of its representations, warranties or covenants contained herein, or occasioned wholly or in part by any act or omission with respect to the Leased Premises and the Licensed Facilities, its agents, invitees, licensees, contractors, employees and servants.

(b) To the extent not covered by insurance, Lessor will indemnify Lessee and save harmless Lessee from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to the Leased Premises or the Licensed Facilities arising from or out of any use or occupancy of the Leased Premises or the Land prior to the Commencement Date, Lessor's breach of any of its representations, warranties or covenants contained herein or occasioned wholly or in part by any act or omission of Lessor, its agents, invitees, licensees, contractors, employees and servants.

11. Maintenance and Repair. Lessee agrees that it will, at its expense, keep and maintain the Leased Premises and the Licensed Facilities, including any altered, rebuilt, additional, or substituted buildings, structures, and other improvements thereto in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Leased Premises or the Licensed Facilities or any part thereof in order to keep and maintain the Leased Premises and the Licensed Facilities in such good repair and appearance. Lessor shall have no responsibility for maintenance and/or repair of the Leased Premises or the Licensed Facilities during the term of the Lease or any extensions thereof.

12. Alterations.

(a) Lessee shall, at Lessee's expense, cause to be made to the Leased Premises and the Licensed Facilities the improvements described in Exhibit F. Lessor understands that Lessee will borrow funds to finance such improvements. In recognition of the substantial increase in value to the Leased Premises and the Licensed Facilities that will result from such improvements, Lessor agrees, if and to the extent required to obtain such financing, (i) to permit Lessee to assign this Lease as collateral for such borrowing and/or (ii) to modify this Lease to accommodate any commercially reasonable request of any Lender which does not change the basic terms of the Lease.

✓
(b) Lessee may, at its expense, from time to time, make other additions to and alterations of and substitutions and replacements for the buildings, structures, or other improvements constituting a part of the Leased Premises or the Licensed Facilities so long as such additions, etc. are appropriate for educational use of the Leased Premises or the Licensed Facilities as determined by Lessee in its absolute discretion.

(c) All improvements made pursuant to this section 12 shall be performed in a good and workmanlike manner, and shall be expeditiously completed in compliance with applicable laws, ordinances, orders, rules, regulations, and requirements. All work done in connection with each such addition, alteration, substitution, or replacement shall comply with the requirements of any insurance policy required to be maintained by Lessee hereunder. Lessee shall promptly pay all costs and expenses of, and shall procure and pay for, all permits and licenses required in connection with each such addition, alteration, substitution, or replacement, and shall discharge all liens filed against the Leased Premises or the Licensed Facilities arising out of the same.

(d) Lessee may, at its expense, install, assemble, or place upon the Leased Premises or the Licensed Facilities any items of machinery or equipment used or useful in Lessee's business, in each case upon compliance with paragraph 12(c). All buildings, structures, and other improvements shall be and remain the property of Lessor. All machinery or equipment shall be and remain the property of Lessee. Lessee may remove the same from the Leased Premises or the Licensed Facilities at any time prior to the expiration or earlier termination of the term hereof, provided that Lessee shall be required to repair any damage to the Leased Premises or the Licensed Facilities resulting from such removal.

(e) Lessor acknowledges and agrees that it shall not make any improvements that require common use of the utilities used by Lessee or that touch or connect with any of the buildings that constitute the Leased Premises without the prior written consent of Lessee, such consent not to be unreasonably withheld.

13. *Condemnation and Casualty.*

Notwithstanding anything else contained herein to the contrary, in the event that the Leased Premises or the Licensed Facilities, or any portion thereof, are damaged by fire or other casualty or are taken in a condemnation proceeding, to such an extent that, in the opinion of Lessee, the Leased Premises or the Licensed Facilities cannot be adequately restored within six (6) months, Lessee may cancel and terminate this Lease by giving thirty (30) days written notice thereof, such notice to be given within ninety (90) days after the occurrence of the casualty or condemnation.

14. *Insurance.*

(a) Lessee will maintain, at its expense, insurance of the following character:

(i) With respect to the Leased Premises and the Licensed Facilities, insurance against loss or damage by fire, lightning, windstorms, hail, explosion, aircraft, smoke damage, vehicle damage, and other risks from time to time included under extended coverage policies and such other risks as are or shall customarily be insured against with respect to property that is similar to the Leased Premises and the Licensed Facilities, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss under the applicable policies, but, in any event, in amounts not less than the full insurable value of the Leased Premises and the Licensed Facilities. The term "full insurable value," as used herein, means actual functional replacement cost.

(ii) General public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Leased Premises and Licensed Facilities and adjoining curbs, sidewalks, and passageways, such insurance to afford protection to Lessor of not less than \$2,000,000 with respect to any one accident and \$5,000,000 in the aggregate, and not less than \$1,000,000 with respect to property damage; all such insurance may be maintained under general contractual liability policies, which policies shall cover the obligations of Lessee under section 10 hereof.

(iii) Worker's compensation insurance covering all persons employed in connection with any work done on or about the Leased Premises and Licensed Facilities with respect to which claims for death or bodily injury could be asserted against Lessor, Lessee, the Leased Premises, or the Licensed Facilities.

(iv) Such other insurance on the Leased Premises and the Licensed Facilities in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Leased Premises and the Licensed Facilities.

(b) Lessor will maintain, at its expense, insurance of the following character:

(i) General public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Land and adjoining curbs, sidewalks, and passageways, such insurance to afford protection to Lessee of not less than \$2,000,000 with respect to any one accident and \$5,000,000 in the aggregate, and not less than \$1,000,000 with respect to property damage; all such insurance may be maintained under general contractual liability policies, which policies shall cover the obligations of Lessor under section 10 hereof.

(ii) Worker's compensation insurance covering all persons employed in connection with any work done on or about the Land with respect to which claims for death or bodily injury could be asserted against Lessor, Lessee, the Leased Premises, or the Licensed Facilities.

(iii) Such other insurance on the Land in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Land.

(c) The insurance referred to in paragraphs 14(a) and 14(b) shall be written by companies of recognized financial standing which are authorized to do an insurance business in the State of Delaware, and such insurance shall name as the insured parties thereunder Lessor and Lessee, as their interests may appear. Lessor shall not be required to prosecute any claim against, or to contest any settlement proposed by, any insurer, provided that Lessee may, at its expense, prosecute any such claim or contest any such settlement. In such event, Lessee may bring such prosecution or contest in the name of Lessor, Lessee, or both, and Lessor will join therein at Lessee's written request upon the receipt by Lessor of an indemnity from Lessee against all costs, liabilities, and expenses in connection with such prosecution or contest.

(d) Insurance claims by reason of damage to or destruction of any portion of the Leased Premises or the Licensed Facilities shall be adjusted by Lessee and the entire amount of any proceeds paid pursuant to any such claim shall be payable to Lessee. At the option of Lessee, such proceeds, (i) shall be applied by Lessee to the restoration of the Leased Premises or (ii) shall be divided between Lessee and Lessor as their interests shall appear as they shall mutually agree.

(e) Every insurance policy referred to in clauses (i) and (iv) of paragraph 14(a) and clause (iii) of paragraph 14(b) shall contain, to the extent obtainable, an agreement by the insurer that it will not cancel such policy except after 10 days' prior written notice to Lessor (in the case of paragraph 14(a)) or Lessee (in the case of paragraph 14(b)).

(f) Each party hereto shall deliver to the other promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of the insurers of recognized financial standing evidencing all the insurance which is required to be maintained hereunder, and each party shall, within 30 days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Lessee or Lessor fail to effect, maintain, or renew any insurance provided for in this section 14 or pay the premium therefor or deliver to the other party hereto any of such policies or certificates, then in any of said events, the other party, at its option but without obligation so to do, may, procure such insurance. Each party hereto will make a good faith effort to give the other prior notice before procuring any such insurance. Any sums expended by Lessor to procure such insurance shall be additional rent hereunder and shall be repaid by Lessee within 5 days following the date on which Lessor shall make written demand therefor. Any sums expended by Lessee to procure such insurance shall be deductible from any rents hereunder.

(g) Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this section 14 to be furnished by Lessee unless Lessor is included therein as a named insured, with loss payable as in this Lease

provided. Lessor shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this section 14 to be furnished by Lessor unless Lessee is included therein as a named insured, with loss payable as in this Lease provided. Each party obtaining or carrying such separate insurance shall immediately notify the other whenever any such separate insurance is obtained and shall deliver to the other the policies or certificates evidencing the same.

15. Termination Right.

(a) Lessor and Lessee contemplate that the charter school to be operated on the Leased Premises will be managed by The Edison Project, Inc. ("Edison"). If at any time Edison's contract with Lessee is terminated, Lessee shall give Lessor prompt written notice thereof and of its plans to replace Edison or otherwise continue operating the charter school. In the event that Lessee fails to replace Edison with another manager who will manage, or otherwise makes provision for the continued operation of, the charter school in a manner substantially the same as contemplated by Lessee's application for a charter under the Charter School Act, then Lessor may terminate this Lease by giving Lessee two years' written notice thereof and an opportunity during that two year period to install a manager who will so operate the charter school.

(b) In the event that Lessee loses its authority to operate a charter school under the Charter School Act, Lessee shall give Lessor prompt written notice thereof. Lessor may then terminate this Lease by giving Lessee two years' written notice thereof and an opportunity during that two year period to (i) reinstate its authority to operate a charter school under the Charter School Act or (ii) sublet the Leased Premises as provided in section 16 hereof.

(c) At any time on or prior to January 1, 2000, Lessee may terminate this Lease with no obligation to Lessor in the event that Lessee is unable to obtain financing for the improvements described in paragraph 12(a) on terms satisfactory to Lessee in its absolute discretion.

16. Assignment and Subletting. Lessee may sublet any part or all of the Leased Premises, and may assign its rights in the Licensed Facilities, without the consent of Lessor, provided that (i) the subleased premises and the Licensed Facilities continue to be used for educational purposes, (ii) Lessor receives one-half of any subrent paid (after expenses, including debt service relating to the financing for improvements described in paragraph 12(a)), and (iii) each such sublease and assignment shall expressly be made subject to this Lease.

17. Default; Remedies.

In the event that during the term of this Lease (A) Lessee shall default in the payment of any installment of rent and such default shall not be cured within the time period specified in Lessor's written notice of such default which period shall not be less than ten (10) days, or (B) Lessee shall default in the observance or performance of any other material covenant, agreement or obligation of Lessee hereunder and such default shall not be cured within

at least thirty (30) days after Lessee's receipt of written notice of such default (provided that if the cure cannot reasonably be accomplished within such thirty (30) days, it shall not be a default, if and so long as Lessee is diligently pursuing such cure, and such cure is actually pursued to completion) or (C) without further possibility of appeal or review (i) Lessee is adjudicated a bankrupt or insolvent, or (ii) a receiver is appointed for all or substantially all of Lessee's business or assets on the ground of Lessee's insolvency, or (iii) a trustee is appointed for Lessee after a petition has been filed for Lessee's reorganization, arrangement or the like under the bankruptcy laws of the United States, or any future law of the United States having the same general purpose, or (iv) Lessee shall make an assignment for the benefit of its creditors; then in any such event Lessor shall have the right at its election, to exercise any one or more of the following remedies:

(a) Lessor may bring an action for summary possession. In the event of such declaration, Lessor shall have the right to sue for or recover all rent and other sums accrued up to the time of such termination, as well as damages arising out of any breach on the part of Lessee, including loss of future rent. For the purposes of the previous sentence, "future rent" shall mean the applicable maximum rent specified in Exhibit D, unless some lower rent has been negotiated and agreed to, in which case "future rent" shall mean such lower agreed rent. Lessor must use its best efforts to mitigate its damages.

(b) Lessor may lease the Leased Premises to such person(s) or entity(ies), and under such terms and conditions, as are satisfactory to Lessor and after Lessor has applied any rent so received (i.e., during the period of the unexpired lease term, or any renewal thereof, that Lessee is liable for under this Lease) against any rent owed by Lessee to Lessor for any period that Lessee is liable for under this Agreement; provided, however, that Lessor shall be entitled to retain any rent received from such reletting by Lessor during such period of Lessee's liability, which is in excess of said payment owed by Lessee to Lessor, and Lessee shall be liable for any deficiency of rent suffered by Lessor during such period of Lessee's liability.

(c) Each right and remedy of Lessor provided for in this section 17 shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law, in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for herein or now or hereafter existing at law, in equity or by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for herein or now or hereafter existing at law, in equity or by statute or otherwise.

18. No Waiver. The failure of Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

19. Notices, Demands and Other Instruments. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant hereto shall be given in writing and shall be deemed to have been properly given if (a) with

respect to Lessee, sent by registered mail, postage prepaid, addressed to Lessee at its address set forth below:

The Thomas A. Edison Charter School of Wilmington, Inc.
c/o Robert S. Saunders, Esquire
Skadden Arps Slate Meagher & Flom
One Rodney Square
P.O. Box 636
Wilmington, DE 19899

with a copy to:

The Edison Project, Inc.
521 Fifth Avenue
15th Floor
New York, NY 10175

and (b) with respect to Lessor, sent by registered mail, postage prepaid addressed to Lessor at its address set forth below:

Phase V of Delaware, Inc.
c/o Edwin R. Lucas
603 W. 30th Street
Wilmington, DE 19802

with a copy to:

Donald C. Taylor, Esquire
Cooch & Taylor
Suite 1000
824 Market Street
P.O. Box 1680
Wilmington, DE 19899-1680

Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving 15 days' written notice thereof, similarly given, to the other party.

20. *No Merger.* There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or in such leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Leased Premises or any interest in such fee estate.

21. *Removal of Trade Fixtures.* If no default or event of default hereunder has happened and is continuing, Lessee may, at any time during the term hereof, remove from the Leased Premises and the Licensed Facilities any trade fixtures, machinery, or equipment belonging to Lessee or third parties, provided that Lessee shall repair any damage to the Leased Premises and the Licensed Facilities resulting from such removal.

22. *Surrender.* Upon the expiration or earlier termination hereof, Lessee shall peaceably leave and surrender the Leased Premises and the Licensed Facilities to Lessor in the same condition in which the same were originally repaired, rebuilt, restored, altered, or added to as permitted or required hereby, and except for ordinary wear and tear. Lessee shall remove from the Leased Premises and the Licensed Facilities, on or prior to such expiration or earlier termination, all property situated thereon which is not owned by Lessor, and, at its expense, on or prior to such expiration or earlier termination, shall repair any damage caused by such removal. Property not so removed shall become the property of Lessor, and Lessor may thereafter cause such property to be removed from the Leased Premises or the Licensed Facilities and disposed of, but the cost of any such removal and disposition, and the cost of repairing any damage caused by such removal, shall be borne by Lessee.

23. *Binding Effect.* All of the covenants, conditions, and obligations contained herein shall be binding upon and inure to the benefit of the respective successors and assigns of Lessor and Lessee to the same extent as if each successor and assign were in each case named as a party hereto. This Lease may not be changed, modified, or discharged except by a writing signed by Lessor and Lessee.

24. *Headings.* The headings to the various sections and paragraphs hereof have been inserted for reference only and shall not to any extent have the effect of modifying, amending, or changing the expressed terms and provisions hereof.

25. *Counterparts.* This Agreement may be signed in any number of counterparts, and the signatures thereon may be transmitted by facsimile, with each such counterpart regarded as an original and each such signature regarded as genuine, and all such counterparts, when taken together, shall have the same effect as if the signatures thereto and hereto were upon the same document.

26. *Governing Law.* This Lease shall be governed by and interpreted under the laws of the State of Delaware.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed, sealed and delivered as a sealed instrument, as of the date first above written.

PHASE V OF DELAWARE, INC.
(SEAL)
ATTEST

LESSOR:

PHASE V of DELAWARE, INC.

By: [Signature]
Name: ED C. SCRIVENES
Title: SECRETARY

By: [Signature]
Name: EDWIN R. LALUS JR
Title: PRESIDENT/CHAIRMAN

THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.
(SEAL)
ATTEST

LESSEE:

THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.

By: [Signature]
Name: ROBERT S. SAUNDERS
Title: SECRETARY

By: [Signature]
Name: Eucharisth Kingham
Title: Chairperson/President

EXHIBIT A

Real Property Description

The existing school buildings situate on that certain lot piece or parcel of land, known as the George Gray School, located on a block bordered by Vandever Avenue, 23rd Street, Thatcher Street and Locust Street, situate in the City of Wilmington, New Castle County and the State of Delaware, and being identified as Tax Parcel 26-029.40-235.

BEING a part of the same lands and premises which Brandywine School District, a reorganized school district of the State of Delaware, by deed of even date herewith and intended to be, and recorded in the Office of Recorder of Deeds in and for New Castle County contemporaneously herewith, did grant and convey unto The City of Wilmington, a municipal corporation of the State of Delaware, in fee.

EXHIBIT B

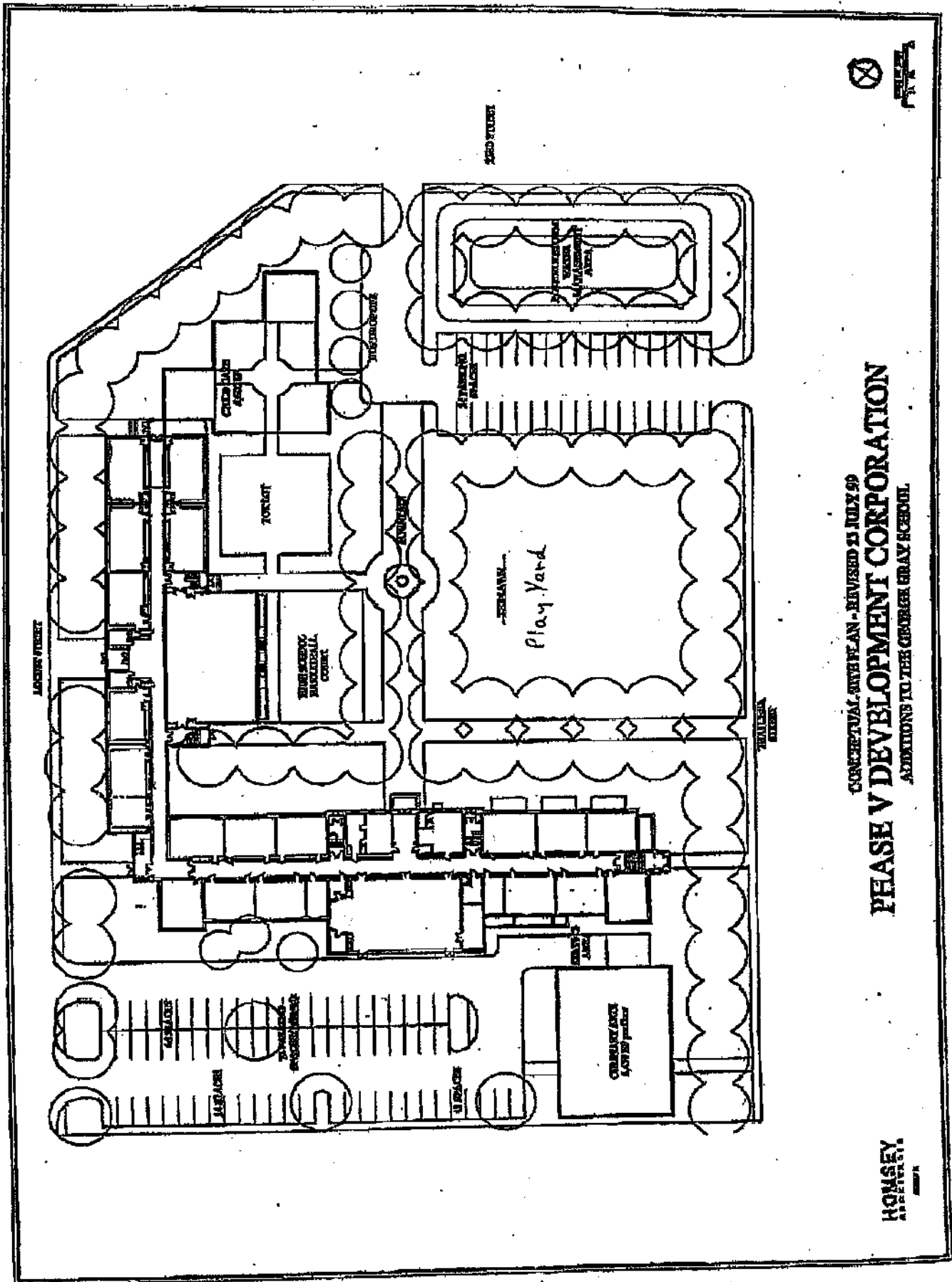
Playing Fields and Parking Facilities

The Parking Facilities shall consist of approximately 73 parking spaces located on the westerly side of the school buildings as shown on the Conceptual Site Plan—Alternate "E" which is attached hereto as Exhibit C. Sixty (60) of these spaces shall be set aside for priority use by Lessee.

The Playing Fields, consisting of a play yard and basketball court, are as shown on the aforementioned Conceptual Site Plan (see Exhibit C) and shall be reasonably sufficient in area to provide recreational facilities for a minimum of 948 students (but not all students at one time).

EXHIBIT C

Conceptual Site Plan—Alternate "E"



CONCEPTUAL SITE PLAN - REVISED 21 JULY 99
PHASE V DEVELOPMENT CORPORATION
 ADDITIONS TO THE GEORGE GRAY SCHOOL

HOMSEY
 ARCHITECTS

EXHIBIT D

Basic Rent Payment

1. In consideration of Lessor's warranties and covenants set forth herein, Lessee agrees to satisfy Lessor's obligations to USA pursuant to the Release.

2. Basic Rent payable for the first five years of the Initial Term, beginning September 1, 1999 and ending August 31, 2004, shall be One Dollar (\$1.00) per year payable on the first day of September 1999 and thereafter on the first day of September in each successive year.

Lessee agrees to negotiate in good faith with Lessor the possible increase in Basic Rent applicable after year five contingent upon the following factors: (i) increase in Lessee's per pupil revenue above the current projections for the first year of operations, (ii) achievement of Lessee's projected enrollment and (iii) satisfaction of the Board of Directors of Lessee that the effect of such increased Basic Rent on Lessee's operating budget would not jeopardize Lessee's ability to satisfy the educational requirements of its Charter from the State of Delaware; provided that the Basic Rent for years 6 through 10 shall not in any event exceed \$10,000 per year. The parties agree to negotiate the Basic Rent applicable after year 10 provided that the Basic Rent payable annually after year ten shall not exceed:

\$15,000 per year for years 11 through 15;

\$20,000 per year for years 16 through 20; and

\$25,000 per year for years 21 through 25.

Thereafter, the parties agree to negotiate the Basic Rent applicable after year 25 giving due consideration to (i) Lessee's per pupil revenue; (ii) Lessee's enrollment; (iii) satisfaction of the Board of Directors of Lessee that the effect on Lessee's operating budget of any increase in the Basic Rent would not jeopardize Lessee's ability to satisfy the educational requirements of its Charter from the State of Delaware; and (iv) the amounts of and rate of increase in the Basic Rent agreed to for earlier years. If the parties cannot agree upon the amount of rent for any year after year 25, then the rent shall be established by binding arbitration of a three person panel giving due consideration to the factors set forth in this paragraph, provided that the annual rent shall not increase from one year to the next by more than the increase in the Consumer Price Index.

EXHIBIT E

Form of Agreement with USA Environmental, Inc. (the Release)

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LEASE AMENDMENT AND CONSENT AGREEMENT

THIS LEASE AGREEMENT AND CONSENT AGREEMENT (this "Agreement"), made as of the 27th day of June, 2000, between PHASE V OF DELAWARE, INC., a Delaware corporation, having an office c/o Wilby Fletcher, 2719 Speakman Place, Wilmington, DE 19802 ("Landlord") and THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC., a Delaware corporation, having an office c/o Robert W. Saunders, Skadden Arps Slate Meagher & Flom, One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899 ("Tenant") for the express benefit of

THE CHASE MANHATTAN BANK, a New York banking corporation, having an office at Chase Real Estate Finance Group, 200 White Clay Center Drive, Newark, Delaware 19711-5466 ("Chase") and DELAWARE COMMUNITY INVESTMENT CORPORATION, a Delaware corporation, having an office at 100 W. 10th Street, Suite 1014, Wilmington, Delaware 19801 ("DCIC"; Chase and DCIC are hereinafter collectively and individually referred to as "Lender" to the extent that either Chase or DCIC has proceeds of any loan secured by the Leased Premises (as hereinafter defined) then outstanding, but shall not apply to such party at such times that such party has no such loan outstanding).

WHEREAS, Landlord and Tenant have entered into that certain Lease dated August 25, 1999, (as amended pursuant to this Agreement, the "Lease") whereby Tenant agreed to lease from Landlord certain premises located in New Castle County, City of Wilmington, Delaware (the "Leased Premises"); and

WHEREAS, Chase has agreed to grant a construction loan to Tenant (the "Construction Loan") which Construction Loan is to be secured by a leasehold mortgage (the "Mortgage") on Tenant's leasehold interest in certain real property, including the Leased Premises described more particularly on Exhibit "A" attached hereto (the "Property"), by an assignment of Tenant's interest in all leases, rents, profits and contracts for the Property (the "Assignment of Leases") and other documents executed or to be executed in connection with such loan; and

WHEREAS, DCIC has agreed to grant a permanent loan to Tenant upon the satisfaction of certain conditions specified in a letter of commitment from DCIC to Tenant, dated as of October 1, 1999 (the "Permanent Loan") which Permanent Loan is to be secured by a leasehold mortgage on Tenant's leasehold interest in the Property and by an assignment of Tenant's interest in all leases, rents, profits and contracts for the Property;

NOW THEREFORE, in consideration of the mutual promises herein contained, to induce Chase to make the Construction Loan and DCIC to make the Permanent Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, covenant and agree as follows:

1. Tenant's non-exclusive license to the Licensed Facilities (as such term is defined in the Lease) is hereby deemed an irrevocable non-exclusive license coupled with an

1 interest in the Licensed Facilities of Tenant pursuant to the Lease, which license may not be
2 terminated by Landlord so long as the Lease or any successor lease thereto remains in effect.

3
4 2. Anything elsewhere contained in the Lease to the contrary notwithstanding, Tenant
5 and every successor and assign of Tenant, is hereby granted the right by Landlord, in addition to
6 any other rights granted in the Lease, to mortgage its interest in the Lease, or any part(s) thereof,
7 under leasehold mortgages to the Lender and to assign Tenant's interest under the Lease or any
8 part(s) thereof, as collateral security for any mortgage of the Lender, from time to time and at any
9 time, without obtaining any prior consent of Landlord. In the event that any Lender accedes to
10 the Tenant's interest in the Lease, Landlord hereby agrees that upon the further assignment of the
11 Lease to a third party, the Lender is hereby released from any liability under the Lease.

12
13 3. In the event that Lender or any other party shall succeed to the interest of Tenant
14 under the Lease, or otherwise becomes entitled to and takes possession of the Property, Chase, its
15 designee, or any subsequent owner of Lender's interest in the Property, shall not be:

16
17 (a) Liable for any prior act or omission of any prior tenant (including Tenant);
18 or

19
20 (b) Subject to any liabilities due to Tenant default, unless Lender has received
21 prior written notice of and expressly agreed to remedy said default in accordance with Paragraph
22 6 of this Agreement; or

23
24 (c) Bound by any previous amendment or modification of the Lease made
25 without Lender's written consent.

26
27 4. Any provision of this Agreement to the contrary notwithstanding, Lender shall
28 have no obligation, and incur no liability, with respect to the construction and completion of the
29 building in which the Leased Premises are a part or any improvements for Tenant's use and
30 occupancy.

31
32 5. (a) Tenant and Landlord represent that the Lease is in full force and effect and
33 has not been modified or amended, provided, however, that notwithstanding any property
34 description set forth in the Lease, the real property owned by Landlord is now known by Tenant
35 and Landlord to be as described in Exhibit "A" which is attached hereto. Tenant and Landlord
36 agree that, during the period of time that any funds are due to the Lender, they will not amend,
37 modify or extend the Lease prior to the expiration of its term, whether due to casualty,
38 condemnation or any other circumstances or action whatsoever, nor make any financial
39 settlements without in each and every instance obtaining the prior written consent of Lender. If
40 Tenant is in default, Tenant will not terminate the Lease without prior written notice to Lender
41 giving Lender the right to cure the default in accordance with paragraph 6 hereof.

42
43 (b) Landlord agrees that in the event that the Lease is terminated prior to the
44 expiration of its full original term, then for the remaining term of the Lease, Landlord will permit

1 (b) Landlord agrees that in the event that the Lease is terminated prior to the
2 expiration of its full original term, then for the remaining term of the Lease, Landlord will permit
3 Lender to assume the Lease and to enjoy all the benefits of said Lease. In such case, Lender shall
4 assume all responsibilities and obligations under the terms of the Lease except as otherwise set
5 forth herein, from and after the date of assumption.
6

7 (c) There shall be no merger of the Lease, nor the leasehold estate created by
8 the Lease, with the fee estate in the Leased Premises by reason of the same person or entity, or its
9 successors or assigns acquiring, owning or holding, directly or indirectly, the Lease or the
10 leasehold estate created by the Lease or any interest in the Lease or the leasehold estate with the
11 fee estate in the Premises.
12

13 (d) Lender shall have all rights granted to Tenant under the terms of Section
14 15(a) of the Lease.
15

16 6. Landlord and Tenant represent that, other than as previously disclosed to Lender
17 or as set forth in this Lease Amendment and Consent Agreement, neither party has any knowledge
18 that the other is in default under the Lease. Landlord agrees to give Lender, by registered mail, a
19 copy of any notice of default served upon the Tenant, at Lender's address set forth above. Failure
20 to deliver to Lender a copy of any such notice of default shall render said notice of default
21 ineffective as to Lender. Landlord further agrees that if Tenant shall have failed to cure such
22 default within the time provided for in the Lease, then the Lender, if it elects to cure such default,
23 shall have an additional thirty (30) days within which to cure such default or if such default cannot
24 be cured within that time, then such additional time as may be necessary. If within such thirty
25 (30) days, Lender has commenced and is diligently pursuing the remedies necessary to cure such
26 default (including but not limited to commencement of foreclosure proceedings, if necessary to
27 effect such cure), the Lease shall not be terminated while such remedies are being so diligently
28 pursued. The Lender's cure of any such default shall not constitute or be deemed an eviction of
29 Tenant, nor shall it waive or relieve Tenant from its obligations under the Lease.
30

31 7. Notice of any casualty or damage to the Leased Premises or any notice of any
32 condemnation proceedings affecting the Leased Premises shall immediately upon receipt be
33 delivered to Lender. Lender's rights with respect to insurance proceeds and condemnation
34 awards, as to the Property, shall be governed under the terms and conditions of the loan
35 documents evidencing the Construction Loan or the Permanent Loan, as the case may be, made
36 by the Lender to Tenant. Landlord hereby agrees that any rights which it has to insurance
37 proceeds or condemnation awards shall be subject and subordinate to the rights of Lender.
38 Landlord and Tenant hereby agree that Tenant shall have no right to terminate the Lease pursuant
39 to Section 13 of the Lease without the prior written consent of Lender.
40

41 8. This Agreement shall inure to the benefit of and shall be binding upon Tenant and
42 Landlord, and their respective successors and assigns. In the event any one or more of the
43 provisions contained in this Agreement shall for any reason be held to be invalid, illegal or
44 unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

1 or unenforceable provision had never been contained herein. This Agreement shall be governed
2 by and construed according to the laws of the State in which the Leased Premises is located.

3
4 9. No modification, amendment, waiver or release of any provision of this Agreement
5 or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any
6 purpose whatsoever unless in writing and fully executed by the party against whom the same is
7 sought to be asserted.

8
9 10. Where under this document rights are created for Lender, at or subsequent to
10 foreclosure proceedings, "Lender" shall be deemed to include any purchaser at a foreclosure sale
11 or trustee's sale and any purchaser acquiring title through mortgage foreclosure proceedings.

12
13 11. Nothing contained in this Agreement shall in any way impair or affect the lien
14 created by the Mortgage as long as the terms of the Lease are met by Tenant, Lender or another
15 party.

16
17 12. Nothing contained in this Agreement shall require Lender to commence or
18 continue any foreclosure or other proceedings, or, if Lender acquires possession of the Leased
19 Premises, to continue such possession.

20
21 13. Nothing in this Agreement shall be deemed to change in any manner the provisions
22 of any mortgage as between the Lender and the Tenant and to waive any right that the Lender
23 may now have or later acquire against the Tenant by reason of any mortgage.

24
25 14. Tenant and Landlord expressly retain, and disclaim, the waiver of, any and all of
26 their rights as against the other party hereto in respect of any of the following:

27
28 (a) Any taxes, assessments, levies, fees, water and sewer rents and charges,
29 and any other governmental charges, whether Federal, state, local or otherwise

30
31 (b) Any inaccurate or incomplete representations, misrepresentations, failures
32 to disclose by the other party hereto, whether or not known to the other party hereto, with
33 respect to the presence of any Hazardous Material, the failure to comply fully with any
34 Environmental Requirements or the existence of any actual or threatened order, notice or other
35 communication from any person or entity with regard to any actual or potential violation of or
36 failure to comply with any Environmental Requirements, or of any actual or threatened obligation
37 to undertake or bear the cost of any obligation or liability with respect to any Hazardous Material
38 or Environmental Requirement

39
40 (c) Any inaccurate representations or misrepresentations by the other party
41 hereto, whether or not such inaccurate representations or misrepresentations were knowing
42 actions or inactions by such party, with respect to the description of the "Land", the "Leased
43 Premises", or the "Licensed Facilities" or any part thereof as such underlined terms are defined
44 and/or described in the Lease Agreement between Tenant and Landlord dated as of August 25,

1 1999, the "Original Lease", in the Original Lease. This section c shall control in the event of any
2 discrepancy between this section and Paragraph 5 (a) of this Lease Amendment and Consent
3 Agreement.
4

5 (d) Any other default or potential default previously disclosed in writing to
6 Lender and the other party hereto.
7

8 15. Except as expressly set forth herein, nothing in this Agreement shall be deemed to
9 change in any manner the provisions of the Lease as between Tenant and Landlord or to waive
10 any rights that Landlord or Tenant may now have or later acquire against the other.
11

12 16. Neither Landlord nor Tenant waives any or all of their rights against each other in
13 respect to any obligations set forth in the Lease and/or this Lease Amendment and Consent
14 Agreement.
15

16 17. Each of the parties hereto represents and warrants to the others that it is duly
17 authorized to execute and deliver this Agreement and perform its obligations hereunder; and that
18 the individual signing this Agreement on its behalf is a duly authorized signatory.
19

20 18. To facilitate execution, this Agreement may be executed in as many counterparts
21 as may be required, and it shall not be necessary that the signatures of all persons required to bind
22 any party appear on each counterpart; but it shall be sufficient that the signature of, or on behalf
23 of, each party, appear on one or more of the counterparts. All counterparts shall collectively
24 constitute a single agreement. It shall not be necessary in making proof of this Agreement to
25 produce or account for more than a number of counterparts containing the respective signatures
26 of, or on behalf of, all the parties hereto.
27

28 19. Except as specifically modified hereby, all of the terms, covenants and conditions
29 of the Lease are hereby ratified and confirmed by the parties hereto. To the extent that the
30 provisions of this Agreement conflict with or are inconsistent with provisions of the Lease, the
31 terms of this Agreement shall control and such latter provisions are hereby deemed to be of no
32 force and effect.
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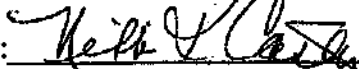
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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

ATTEST:

THOMAS A. EDISON CHARTER
SCHOOL OF WILMINGTON, INC.,
a Delaware corporation.


Robert S. Saunders, Secretary

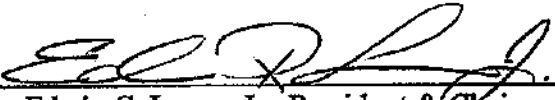
By: 
Nikki K. Castle, President

(Corporate Seal)

ATTEST:

PHASE V OF DELAWARE, INC.,
a Delaware corporation


Ed C. Scrivens, Secretary

By: 
Edwin C. Lucas, Jr., President & Chairman

1 STATE OF DELAWARE)
2) SS.
3 COUNTY OF NEW CASTLE)
4

5 On the 27th day of June, 2000, before me personally appeared Nikki K. Castle, to me known,
6 who, being by duly sworn, did depose and say that she is President of THOMAS A. EDISON
7 CHARTER SCHOOL OF WILMINGTON, INC., described in and which executed the above
8 instrument; and that she signed her name thereto with the authority of said corporation.
9

10 Stacey M. Smith
11 Notary Public

12 My Commission Expires:

13 (Seal)

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18 **STACEY M. SMITH**
19 **NOTARY PUBLIC-DELAWARE**
20 My Commission Expires Dec. 15, 2000

21
22 STATE OF DELAWARE)
23) SS.
24 COUNTY OF NEW CASTLE)
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28 DELAWARE, INC., described in and which executed the above instrument; and that he signed his
29 name thereto with the authority of said corporation.
30

31 Donald C. Taylor
32 Notary Public

33 NOTARIAL OFFICER
34 DONALD C. TAYLOR, ATTORNEY-AT-LAW
35 STATE OF DELAWARE
36 MY COMMISSION IS PERMANENT
37 29 Del.C. § 4323(a)(3)

38 My Commission Expires:

39 (Seal)

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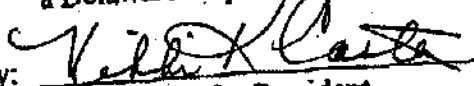

Robert S. Saunders, Secretary

(Corporate Seal)

ATTEST:

Ed C. Scrivens, Secretary

THOMAS A. EDISON CHARTER
SCHOOL OF WILMINGTON, INC.,
a Delaware corporation.

By: 
Nikki K. Castle, President

PHASE V OF DELAWARE, INC.,
a Delaware corporation

By: _____
Edwin C. Lucas, Jr., President & Chairman

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STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the ^{3rd} 27th day of ^{July} June, 2000, before me personally appeared Nikki K. Castle, to me known, who, being by duly sworn, did depose and say that she is President of THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC., described in and which executed the above instrument; and that she signed her name thereto with the authority of said corporation.

B. T. Cutt

Notary Public *at Law*
Delaware
My Commission Expires:
(Seal)

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

On the 27th day of June, 2000, before me personally appeared Edwin R. Lucas, Jr., to me known, who, being by duly sworn, did depose and say that he is President of PHASE V OF DELAWARE, INC., described in and which executed the above instrument; and that he signed his name thereto with the authority of said corporation.

Notary Public
My Commission Expires:
(Seal)

Nikki Krasas Castle, Ph.D.
36 Stone Tower Lane
Wilmington, Delaware 19803
302-654-6688
302-654-2959 (fax)
e-mail: ncastle@dca.net

TELECOPY/FAX TRANSMISSION FORM

Date: July 3, 2000
To: **John Quinn**
302/658-1192
From: Dr. Nikki Castle
Re: Signed/Notarized Document

Number of pages including cover= 3

Message:

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LEASE AMENDMENT AND CONSENT AGREEMENT

THIS LEASE AGREEMENT AND CONSENT AGREEMENT (this "Agreement"), made as of the 27th day of June, 2000, between PHASE V OF DELAWARE, INC., a Delaware corporation, having an office c/o Wilby Fletcher, 2719 Speakman Place, Wilmington, DE 19802 ("Landlord") and THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC., a Delaware corporation, having an office c/o Robert W. Saunders, Skadden Arps Slate Meagher & Flom, One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899 ("Tenant") for the express benefit of

THE CHASE MANHATTAN BANK, a New York banking corporation, having an office at Chase Real Estate Finance Group, 200 White Clay Center Drive, Newark, Delaware 19711-5466 ("Chase") and DELAWARE COMMUNITY INVESTMENT CORPORATION, a Delaware corporation, having an office at 100 W. 10th Street, Suite 1014, Wilmington, Delaware 19801 ("DCIC"; Chase and DCIC are hereinafter collectively and individually referred to as "Lender" to the extent that either Chase or DCIC has proceeds of any loan secured by the Leased Premises (as hereinafter defined) then outstanding, but shall not apply to such party at such times that such party has no such loan outstanding).

WHEREAS, Landlord and Tenant have entered into that certain Lease dated August 25, 1999, (as amended pursuant to this Agreement, the "Lease") whereby Tenant agreed to lease from Landlord certain premises located in New Castle County, City of Wilmington, Delaware (the "Leased Premises"); and

WHEREAS, Chase has agreed to grant a construction loan to Tenant (the "Construction Loan") which Construction Loan is to be secured by a leasehold mortgage (the "Mortgage") on Tenant's leasehold interest in certain real property, including the Leased Premises described more particularly on Exhibit "A" attached hereto (the "Property"), by an assignment of Tenant's interest in all leases, rents, profits and contracts for the Property (the "Assignment of Leases") and other documents executed or to be executed in connection with such loan; and

WHEREAS, DCIC has agreed to grant a permanent loan to Tenant upon the satisfaction of certain conditions specified in a letter of commitment from DCIC to Tenant, dated as of October 1, 1999 (the "Permanent Loan") which Permanent Loan is to be secured by a leasehold mortgage on Tenant's leasehold interest in the Property and by an assignment of Tenant's interest in all leases, rents, profits and contracts for the Property;

NOW THEREFORE, in consideration of the mutual promises herein contained, to induce Chase to make the Construction Loan and DCIC to make the Permanent Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, covenant and agree as follows:

1. Tenant's non-exclusive license to the Licensed Facilities (as such term is defined in the Lease) is hereby deemed an irrevocable non-exclusive license coupled with an

1 interest in the Licensed Facilities of Tenant pursuant to the Lease, which license may not be
2 terminated by Landlord so long as the Lease or any successor lease thereto remains in effect.

4 2. Anything elsewhere contained in the Lease to the contrary notwithstanding, Tenant
5 and every successor and assign of Tenant, is hereby granted the right by Landlord, in addition to
6 any other rights granted in the Lease, to mortgage its interest in the Lease, or any part(s) thereof,
7 under leasehold mortgages to the Lender and to assign Tenant's interest under the Lease or any
8 part(s) thereof, as collateral security for any mortgage of the Lender, from time to time and at any
9 time, without obtaining any prior consent of Landlord. In the event that any Lender accedes to
10 the Tenant's interest in the Lease, Landlord hereby agrees that upon the further assignment of the
11 Lease to a third party, the Lender is hereby released from any liability under the Lease.

13 3. In the event that Lender or any other party shall succeed to the interest of Tenant
14 under the Lease, or otherwise becomes entitled to and takes possession of the Property, Chase, its
15 designee, or any subsequent owner of Lender's interest in the Property, shall not be:

17 (a) Liable for any prior act or omission of any prior tenant (including Tenant);
18 or

20 (b) Subject to any liabilities due to Tenant default, unless Lender has received
21 prior written notice of and expressly agreed to remedy said default in accordance with Paragraph
22 6 of this Agreement; or

23 (c) Bound by any previous amendment or modification of the Lease made
24 without Lender's written consent.

26 4. Any provision of this Agreement to the contrary notwithstanding, Lender shall
27 have no obligation, and incur no liability, with respect to the construction and completion of the
28 building in which the Leased Premises are a part or any improvements for Tenant's use and
29 occupancy.
30

32 5. (a) Tenant and Landlord represent that the Lease is in full force and effect and
33 has not been modified or amended, provided, however, that notwithstanding any property
34 description set forth in the Lease, the real property owned by Landlord is now known by Tenant
35 and Landlord to be as described in Exhibit "A" which is attached hereto. Tenant and Landlord
36 agree that, during the period of time that any funds are due to the Lender, they will not amend,
37 modify or extend the Lease prior to the expiration of its term, whether due to casualty,
38 condemnation or any other circumstances or action whatsoever, nor make any financial
39 settlements without in each and every instance obtaining the prior written consent of Lender. If
40 Tenant is in default, Tenant will not terminate the Lease without prior written notice to Lender
41 giving Lender the right to cure the default in accordance with paragraph 6 hereof.

43 (b) Landlord agrees that in the event that the Lease is terminated prior to the
44 expiration of its full original term, then for the remaining term of the Lease, Landlord will permit

1 (b) Landlord agrees that in the event that the Lease is terminated prior to the
2 expiration of its full original term, then for the remaining term of the Lease, Landlord will permit
3 Lender to assume the Lease and to enjoy all the benefits of said Lease. In such case, Lender shall
4 assume all responsibilities and obligations under the terms of the Lease except as otherwise set
5 forth herein, from and after the date of assumption.
6

7 (c) There shall be no merger of the Lease, nor the leasehold estate created by
8 the Lease, with the fee estate in the Leased Premises by reason of the same person or entity, or its
9 successors or assigns acquiring, owning or holding, directly or indirectly, the Lease or the
10 leasehold estate created by the Lease or any interest in the Lease or the leasehold estate with the
11 fee estate in the Premises.
12

13 (d) Lender shall have all rights granted to Tenant under the terms of Section
14 15(a) of the Lease.
15

16 6. Landlord and Tenant represent that, other than as previously disclosed to Lender
17 or as set forth in this Lease Amendment and Consent Agreement, neither party has any knowledge
18 that the other is in default under the Lease. Landlord agrees to give Lender, by registered mail, a
19 copy of any notice of default served upon the Tenant, at Lender's address set forth above. Failure
20 to deliver to Lender a copy of any such notice of default shall render said notice of default
21 ineffective as to Lender. Landlord further agrees that if Tenant shall have failed to cure such
22 default within the time provided for in the Lease, then the Lender, if it elects to cure such default,
23 shall have an additional thirty (30) days within which to cure such default or if such default cannot
24 be cured within that time, then such additional time as may be necessary. If within such thirty
25 (30) days, Lender has commenced and is diligently pursuing the remedies necessary to cure such
26 default (including but not limited to commencement of foreclosure proceedings, if necessary to
27 effect such cure), the Lease shall not be terminated while such remedies are being so diligently
28 pursued. The Lender's cure of any such default shall not constitute or be deemed an eviction of
29 Tenant, nor shall it waive or relieve Tenant from its obligations under the Lease.
30

31 7. Notice of any casualty or damage to the Leased Premises or any notice of any
32 condemnation proceedings affecting the Leased Premises shall immediately upon receipt be
33 delivered to Lender. Lender's rights with respect to insurance proceeds and condemnation
34 awards, as to the Property, shall be governed under the terms and conditions of the loan
35 documents evidencing the Construction Loan or the Permanent Loan, as the case may be, made
36 by the Lender to Tenant. Landlord hereby agrees that any rights which it has to insurance
37 proceeds or condemnation awards shall be subject and subordinate to the rights of Lender.
38 Landlord and Tenant hereby agree that Tenant shall have no right to terminate the Lease pursuant
39 to Section 13 of the Lease without the prior written consent of Lender.
40

41 8. This Agreement shall inure to the benefit of and shall be binding upon Tenant and
42 Landlord, and their respective successors and assigns. In the event any one or more of the
43 provisions contained in this Agreement shall for any reason be held to be invalid, illegal or
44 unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

1 or unenforceable provision had never been contained herein. This Agreement shall be governed
2 by and construed according to the laws of the State in which the Leased Premises is located.

3
4 9. No modification, amendment, waiver or release of any provision of this Agreement
5 or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any
6 purpose whatsoever unless in writing and fully executed by the party against whom the same is
7 sought to be asserted.
8

9 10. Where under this document rights are created for Lender, at or subsequent to
10 foreclosure proceedings, "Lender" shall be deemed to include any purchaser at a foreclosure sale
11 or trustee's sale and any purchaser acquiring title through mortgage foreclosure proceedings.
12

13 11. Nothing contained in this Agreement shall in any way impair or affect the lien
14 created by the Mortgage as long as the terms of the Lease are met by Tenant, Lender or another
15 party.
16

17 12. Nothing contained in this Agreement shall require Lender to commence or
18 continue any foreclosure or other proceedings, or, if Lender acquires possession of the Leased
19 Premises, to continue such possession.
20

21 13. Nothing in this Agreement shall be deemed to change in any manner the provisions
22 of any mortgage as between the Lender and the Tenant and to waive any right that the Lender
23 may now have or later acquire against the Tenant by reason of any mortgage.

24 14. Tenant and Landlord expressly retain, and disclaim, the waiver of, any and all of
25 their rights as against the other party hereto in respect of any of the following:
26

27 (a) Any taxes, assessments, levies, fees, water and sewer rents and charges,
28 and any other governmental charges, whether Federal, state, local or otherwise
29

30 (b) Any inaccurate or incomplete representations, misrepresentations, failures
31 to disclose by the other party hereto, whether or not known to the other party hereto, with
32 respect to the presence of any Hazardous Material, the failure to comply fully with any
33 Environmental Requirements or the existence of any actual or threatened order, notice or other
34 communication from any person or entity with regard to any actual or potential violation of or
35 failure to comply with any Environmental Requirements, or of any actual or threatened obligation
36 to undertake or bear the cost of any obligation or liability with respect to any Hazardous Material
37 or Environmental Requirement
38

39 (c) Any inaccurate representations or misrepresentations by the other party
40 hereto, whether or not such inaccurate representations or misrepresentations were knowing
41 actions or inactions by such party, with respect to the description of the "Land", the "Leased
42 Premises", or the "Licensed Facilities" or any part thereof as such underlined terms are defined
43 and/or described in the Lease Agreement between Tenant and Landlord dated as of August 25,
44

1 1999, the "Original Lease", in the Original Lease. This section c shall control in the event of any
2 discrepancy between this section and Paragraph 5 (a) of this Lease Amendment and Consent
3 Agreement.

4
5 (d) Any other default or potential default previously disclosed in writing to
6 Lender and the other party hereto.

7
8 15. Except as expressly set forth herein, nothing in this Agreement shall be deemed to
9 change in any manner the provisions of the Lease as between Tenant and Landlord or to waive
10 any rights that Landlord or Tenant may now have or later acquire against the other.

11
12 16. Neither Landlord nor Tenant waives any or all of their rights against each other in
13 respect to any obligations set forth in the Lease and/or this Lease Amendment and Consent
14 Agreement.

15
16 17. Each of the parties hereto represents and warrants to the others that it is duly
17 authorized to execute and deliver this Agreement and perform its obligations hereunder; and that
18 the individual signing this Agreement on its behalf is a duly authorized signatory.

19
20 18. To facilitate execution, this Agreement may be executed in as many counterparts
21 as may be required, and it shall not be necessary that the signatures of all persons required to bind
22 any party appear on each counterpart; but it shall be sufficient that the signature of, or on behalf
23 of, each party, appear on one or more of the counterparts. All counterparts shall collectively
24 constitute a single agreement. It shall not be necessary in making proof of this Agreement to
25 produce or account for more than a number of counterparts containing the respective signatures
26 of, or on behalf of, all the parties hereto.

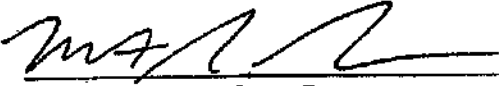
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28 19. Except as specifically modified hereby, all of the terms, covenants and conditions
29 of the Lease are hereby ratified and confirmed by the parties hereto. To the extent that the
30 provisions of this Agreement conflict with or are inconsistent with provisions of the Lease, the
31 terms of this Agreement shall control and such latter provisions are hereby deemed to be of no
32 force and effect.

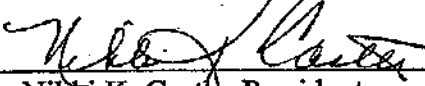
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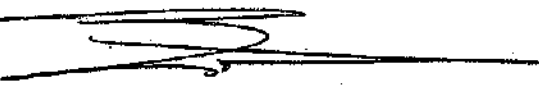

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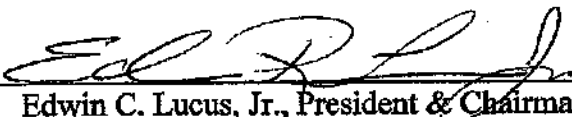
By: 
Nikki K. Castle, President

(Corporate Seal)

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PHASE V OF DELAWARE, INC., a Delaware corporation


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By: 
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12 Notary Public

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14 My Commission Expires:

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16 (Seal)

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19 **NOTARY PUBLIC-DELAWARE**
20 **My Commission Expires Dec. 15, 2000**

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38 **NOTARIAL OFFICER**
39 **DONALD C. TAYLOR, ATTORNEY-AT-LAW**
40 **STATE OF DELAWARE**
41 **MY COMMISSION IS PERMANENT**
42 **29 Del.C. § 4323(a)(3)**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND BEING THE GEORGE GRAY SCHOOL, KNOWN AS 900 EAST 22ND STREET, CITY OF WILMINGTON, NEW CASTLE COUNTY AND STATE OF DELAWARE, MORE PARTICULARLY DESCRIBED IN THE PLAN OF AREA TO BE LEASED TO THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC., PREPARED BY APEX ENGINEERING INCORPORATED, DATED MAY 15, 2000, AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE SCHOOL BUILDING, SAID POINT ALSO BEING DISTANT THE FOLLOWING TWO COURSES FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF LOCUST STREET (AT 50 FEET WIDE) WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF 23RD STREET (AT 60 FEET WIDE): (1) ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF LOCUST STREET, S 37°46'04" W, 57.82 FEET TO A POINT; AND (2) S 52°13'56" E, 20.70 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR WALLS OF THE SCHOOL BUILDING, THE FOLLOWING 34 DESCRIBED COURSES: (1) S 52°36'48" E, 24.81 FEET TO A POINT; (2) N 37°44'59" E, 10.39 FEET TO A POINT; (3) S 52°15'01" E, 35.65 FEET TO A POINT; (4) S 37°44'59" W, 109.53 FEET TO A POINT; (5) S 52°14'20" E, 29.87 FEET TO A POINT; (6) S 37°48'28" W, 84.41 FEET TO A POINT; (7) N 52°06'30" W, 29.82 FEET TO A POINT; (8) S 38°00'39" W, 13.19 FEET TO A POINT; (9) N 52°15'26" W, 25.12 FEET TO A POINT; (10) S 37°43'58" W, 43.28 FEET TO A POINT; (11) S 52°13'09" E, 93.76 FEET TO A POINT; (12) N 37°46'51" E, 1.96 FEET TO A POINT; (13) S 52°12'21" E, 93.99 FEET TO A POINT; (14) S 37°46'51" W, 1.93 FEET TO A POINT; (15) S 52°13'09" E, 94.74 FEET TO A POINT; (16) S 37°42'29" W, 25.35 FEET TO A POINT; (17) S 52°11'48" E, 17.17 FEET TO A POINT; (18) S 37°48'12" W, 14.17 FEET TO A POINT; (19) N 52°08'01" W, 11.54 FEET TO A POINT; (20) S 37°43'43" W, 31.35 FEET TO A POINT; (21) N 52°09'12" W, 27.13 FEET TO A POINT; (22) N 37°50'48" E, 4.94 FEET TO A POINT; (23) N 52°13'07" W, 73.08 FEET TO A POINT; (24) S 37°47'41" W, 21.60 FEET TO A POINT; (25) N 52°12'19" W, 94.18 FEET TO A POINT; (26) N 37°17'27" E, 21.62 FEET TO A POINT; (27) N 52°13'14" W, 73.40 FEET TO A POINT; (28) S 37°36'56" W, 4.66 FEET TO A POINT; (29) N 52°06'08" W, 26.45 FEET TO A POINT; (30) N 37°39'08" E, 31.79 FEET TO A POINT; (31) N 52°08'33" W, 14.69 FEET TO A POINT; (32) N 37°47'51" E, 27.99 FEET TO A POINT; (33) N 52°08'34" W, 14.63 FEET TO A POINT; (34) N 37°50'06" E, 250.41 FEET TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 38,957 SQUARE FEET OR 0.8943 ACRES OF LAND, MORE OR LESS.

426454

Exhibit "A"

BLACK



STAR
Security Inc.

P.O. Box 526
Wilmington, DE 19899
302.275.4533

**Leading The Globe In Personal Protection
&
Special Events**

SECURITY SERVICES AGREEMENT

This agreement is entered into as of May, 2007 by and between Black Star Security, Inc., (hereinafter referred to as "SERVICE PROVIDER") LOCATED AT 2718 West Third Street Wilmington, DE 19804 and I Thomas A. Edison Charter School (hereinafter referred to as "client")

In consideration of the mutual promises and covenants herinafter set forth, and intending to be legally bound, the SERVICE PROVIDER AND CONSUMER hereto agree as follows:

1. Service Provider (Black Star Security, Inc. will provide):

- a. Two unarmed security guards - Monday thru Friday
- b. Unarmed security guards for special events
- c. At least one armed security guard for patrol when students are not to be present. Such as night shift in parking area.
- d.
- e.

2. Responsibilities and Obligations of the Service Provider

- a. Security guards will patrol, (at intervals), perimeter of school.
- b. Security guards will maintain visual observation of vehicles.
- c. Security guards will verbally deter unauthorized assembly.
- d.
- e.

3. Responsibilities and Obligations of the Consumer:/CLIENT

- a. This contract will be re-negotiated prior to June 27, 2007
- b. Thomas Edison Charter will pay invoice within seven days of receipt. Extensions will be considered by written request.
- c.
- d. Security guards or Black Star Officers will seek approval during non emergencies to enter the facility when necessary.
- e.

4. Terms: Change Per Client: Contract expires on June 27, 2007

5. Rates For Black Star Security, Inc. Officials

\$ 20 Per Hour For Unarmed Security Officer (s)

\$ 22 Per Hour/Armed Security Officer(s) To be negotiated.

6. Confidentiality. Both parties (including their employees and agents hereby agree to comply with all policies, procedure and laws relating to confidentiality during the term of this Agreement.

7. Compliance with Law. Both parties agree not to discriminate against any persons on account of races, color, sex, ancestry, age or national origin. Both parties shall comply with the requirements of Title VI of the Civil Rights Act of 1964.

8. Notices. All termination notices provided for in this Agreement shall be in writing no later than 3 days (72 hours) prior to end of term, signed by the party giving the same and be deemed properly given only if sent by registered or certified United States Mail, return receipt requested.

9. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be operative or valid, it shall have been in writing and signed by both parties.

10. Indemnification. Each party to this Agreement agrees to indemnify and hold the other harmless against any and all claims, damages, expenses and cost including, without claims, damages, court costs, attorney's fees, punitive and exemplary damages, resulting from or arising out of its acts or omissions constitute a breach of the terms hereof.



Administrative and Financial Operations

I. Administrative and Financial Operations

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

The school uses a combination of its own staff and staff from Renaissance School Services (RSS) to manage these functions. For accounting, the school's business manager is the only person who enters data into DFMS. The school's business manager, operations specialist, and senior staff from RSS participate in the production of the school's monthly financial records, under RSS-designed protocols that create a segregation of duties. Payroll is processed by the Human Resource Specialist who is an RSS employee. Purchasing occurs under an RSS-designed protocol that gives department heads authority to generate purchase orders, which are then processed by the school's business manager, with required Head of School sign-offs for orders in excess of \$500. Compensation levels are determined by the Head of School. Retirement and benefits administration is managed by Renaissance School Services.

Angie Cortes	Business Manager	Thomas A. Edison Charter
Kamika Bost	Operations Specialist	Renaissance School Services
Dominique Taylor	DE State Director	Renaissance School Services
Richard O'Neill	President	Renaissance School Services
Traci Pruitt	HR Specialist	Renaissance School Services
Michelle Janeka	Special Ed Coordinator	Thomas A. Edison Charter
Heidi Collazzo	Technology Manager	Thomas A. Edison Charter
Yvette Curcio	Office Manager	Thomas A. Edison Charter
Sue Ogden	Achievement Director	Thomas A. Edison Charter
Daryll Simms	Interim Head of School	Thomas A. Edison Charter

- 2. What are the roles and responsibilities of the board of directors? What specific actions does the board of directors take to ensure oversight of the school**

The roles and responsibilities of the board of directors is to set policy for the school and to provide oversight in curriculum and instruction, business and personnel management, diversity issues, the needs of an at-risk population and overall school operations.

The board has developed committees to oversee all these areas:

Finance Committee	Personnel Committee
Curriculum and Instruction Committee	Operations Committee

The committee members work closely with the Head of School to develop policies and procedures related to curriculum and instruction, business and personnel management and activities and initiatives at the school.

The Board of Directors of Thomas A. Edison Charter function in accordance with the rules and by-laws revised in October of 2001. The Board of Directors is responsible for carrying out the following functions and responsibilities:

- Serve as the charter holding, governing and fiduciary authority of the school
- Work with the Head of School and Renaissance School Services to develop and approve the school's annual operating budget
- File all required reports with the State Department of Education
- Hire and/or non-renew a Head of School
- Approve the hire of all staff members upon recommendation of the Head of School.
- Approves all major sub-contracts related to the schools' operation
- Serve as a Board of Appeals with respect to grievances or complaints arising from staff members, students, parents or the community at large that are not satisfactorily resolved by the Head of School

Over the years, the Board has accomplished the following:

- Assisted with the development and improvement of the school's Code of Conduct
- Created a process for monitoring the school's budget on monthly basis
- Established a lottery policy for wait listed students' based on Delaware Charter Law
- Established a Board committee for Quality Oversight
- Created a process for ensuring public comment at all Board meetings
- Established an Enrollment Policy in accordance with Delaware State Law
- Established a Finance Committee
- Approved all contracts related to the school
- Approved all staff hires and non-renewal of staff contracts
- Served as Board of Appeals with respect to grievances and compliances from staff, students and parents
- Developed a discipline policy in collaboration with the administration and Edison to ensure consistent and equitable interventions and solutions to disruptive student behavior
- Developed policies to address operational procedures that ensure a safe and orderly school environment

3. How are board members recruited and prepared to fulfill their responsibilities?

Board members are recruited by the standing Board of Directors. The Board of Directors interviews each potential member and reviews their resumes. The potential member also meets with the Head of School and tours the school site.

New Board of Directors are prepared to fulfill their responsibilities by meeting with the school leadership team (head of school, principals, achievement director, special education coordinator, and operations team) to understand the different aspect of the school and the school's culture. Each committee chair of the Board of Directors meets with the new Director to update him/her on the initiatives from that committee. New Board of Directors members are also required to attend finance workshop provided by the state. The Director also receives a board notebook which includes By-laws and charter legislation.

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

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

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

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

The Head of School under the authority of the Board manages all aspects of the school. The Board has hired Renaissance School Services to co-manage with the Head of School the non-academic functions of the school. The list of services includes finance, technology, Human Resources/Personnel, compliance, facilities, food service, third party contract management, general operations, organizational design, and senior consulting. A copy of the Renaissance School Services contract is attached.

- a. Renaissance School Services also has a contract with East Side Charter School in Wilmington, Delaware.
- b. There are no other schools that Renaissance School Services provides services to and is no longer so doing.
- c. There is no past or pending litigation against Renaissance School Services.

5. How are teachers and parents involved in decision-making at the school? How is the school held accountable to the parents of children at the school?

Teachers are very involved in the decision-making at the school. The leadership team includes representatives from each grade level team. There is a regular weekly leadership team meeting in which teachers are able to have input on initiatives and the implementation process and general school operations. Additionally, there are identified teacher leaders that include the Achievement Director, Technology Director, Special Education Coordinator, Reading Coordinator and Director of Student Services who help in developing the school budget and guide the implementation of curriculum and parent/guardian outreach. Also, two

teachers serve on the school's Board of Directors. They have an opportunity to weigh in on board's decisions that impact teaching and learning.

Two parents are elected to the Board of Directors. They actively participate in the decision making process of the Board of Directors and often voice the concerns and suggestions from the parent community. Also, there is an active Parent Teacher Organization in the school. Teachers meet at least every quarter with all parents.

Parents and teachers are invited to participate in the consolidated grant committee and the monthly Board of Directors meeting.

6. What are the criteria and timelines used in the hiring of teachers, administrators, and other school staff?

- The school starts recruitment in late February. An administrator and teaching staff attend job fairs at different universities to promote the school and interview potential candidates for job openings.
- The administrative staff place advertisement in the area newspapers for the positions that will be vacant.
- In March, the teachers are given forms that they have to complete indicating whether they plan to return the following school year to Thomas A. Edison. If a staff member indicates that they will not return, their position is listed as vacant. Administrators will begin the interview process for that particular position.
- Additionally, if an employee's contract will not be renewed, the Head of School communicates with the employee to inform them in a timely manner.
- The administrative staff work to fill all vacant positions by July 1.
- If a teacher decides to resign mid-year, the school places advertisement for the position in several newspapers and reviews resumes for possible candidates for the position.

a) How has the school recruited Delaware certified teachers? How does the school recruit and employ staff to make sure its teachers are Highly Qualified?

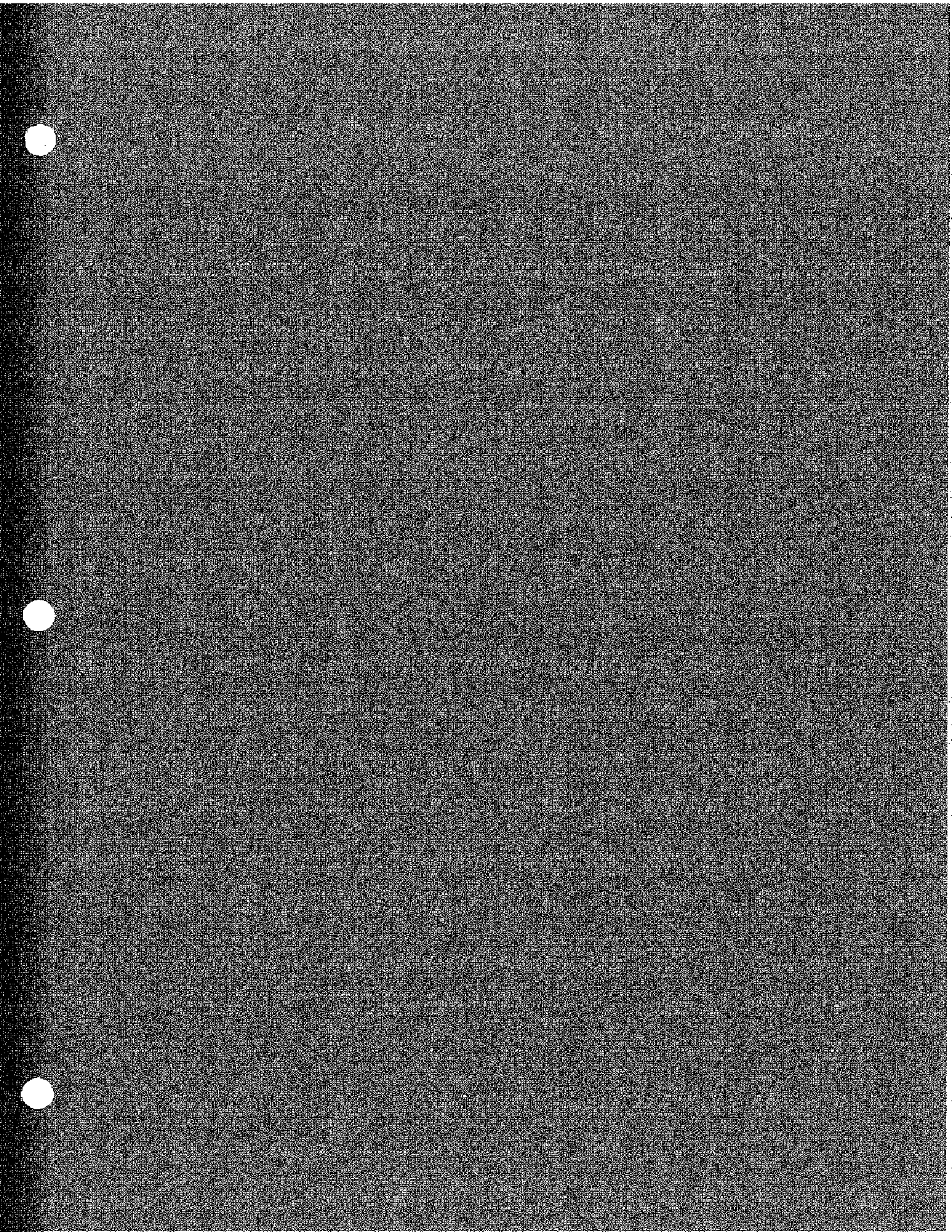
It is the intent of the Thomas A. Edison School Charter to hire teachers that are highly qualified. When a potential candidate is interviewed, they are required to bring all supporting documents for certification for review. If a candidate is not certified or cannot show that they have successfully completed all the testing and other requirements for certification, then they may not be hired for a teaching position.

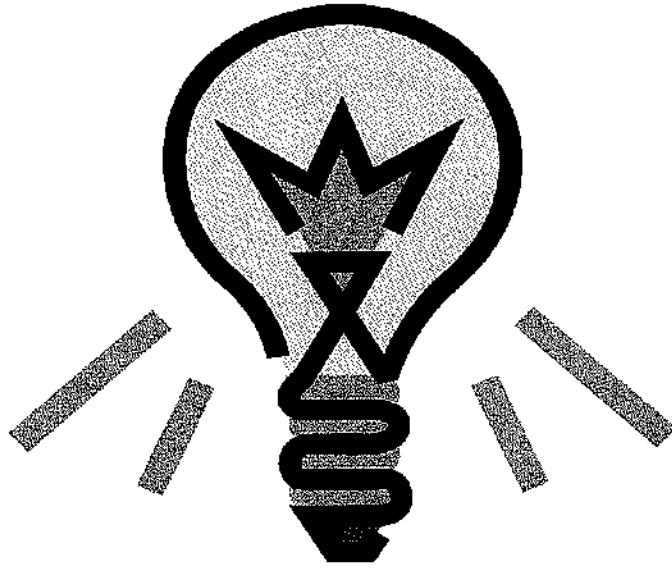
b) Provide a copy of the human resources policies governing: salaries, contracts, hiring, and dismissal for all positions at the school.

The Personnel Policy is pending board approval.

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

Prior to the 2006-2007 school year, Thomas A. Edison Charter School used Edison Schools, Inc. Teacher Appraisal System. Currently, the school administration is using the Delaware Performance Appraisal System to evaluate teachers. The school is preparing to use DPAS II next year. The administration is scheduling to have all teachers trained in Frameworks for teaching.





**Thomas A. Edison
Charter School**

Personnel Policy

**Adopted by the Board
of Directors**

**Thomas Edison Charter School
2200 N. Locust Str.
Wilmington, DE 19802
(302) 778-1101**

**PENDING BOARD
APPROVAL**

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INTRODUCTION

These policies governing the management and operations of Thomas Edison Charter School (TAECS) have been adopted by the Board of Directors of TAECS and are intended to contribute to the fulfillment of the mission of TAECS – to educate children to excel academically and socially. With the guidance of talented and caring teachers, our students will develop the ability to achieve success in a demanding and highly competitive global society.

The TAECS Personnel Policy Manual is designed to accomplish several objectives:

- (1) To clarify the responsibilities of TAECS employees;
- (2) To define TAECS's responsibilities regarding the welfare of its employees;
- (3) To assure that the policies are in compliance with the *State of Delaware Laws relating to Charter Schools*; and
- (4) To incorporate all TAECS personnel policies and procedures in one convenient reference manual.

Notwithstanding anything in this Manual to the contrary, this Personnel Policy does not create a contract of employment for any employee. All employees are employed at-will and can be dismissed immediately at any time, for any reason, without notice, unless such immediate dismissal is prohibited by a written individual employment agreement requiring prior notice or cause for dismissal.

The TAECS Board and the Head of School may amend this Manual and/or issue other rules, policies and regulations from time to time at its discretion. Even though such rules, policies or regulations may not be included in this Personnel Policy; they will nevertheless have the same force and effect as all the provisions included in this Personnel Policy. The Board of Directors of TAECS reserves the right to unilaterally change all provisions of any rules, policies and regulations it issues, including the provisions contained in this Personnel Policy and its Appendices, at any time, in its sole discretion.

Head of School's Interpretations:

In order to implement, facilitate or clarify these rules and regulations, the Head of School (H.S.) or his/her designee may issue interpretations that are consistent herewith. However, no employee (H.S. included) has the right to commit to an action that is inconsistent with, or to amend policies within the Personnel Manual, either through written or verbal communications. Any amendments or exceptions to policies within this Personnel Manual must be approved by the Board of Directors of TAECS.

Equal Employment Opportunity/Non-Discrimination:

It is the policy of the TAECS to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, gender, religion, national origin, age, disability, or other protected characteristics, in accordance with applicable federal and state laws. This equal opportunity policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, training, promotion, compensation, and termination from employment.

Subject to the provisions of federal and state law, TAECS will provide reasonable accommodation to the known physical or mental disabilities of a qualified individual with a disability who is able to perform the essential functions of a job with such reasonable accommodation. Thomas Edison Charter School will also provide reasonable accommodation for the sincerely held religious beliefs of an employee or applicant. Any questions about reasonable accommodation should be directed to the Human Resources Specialist.

At TAECS we have no greater duty than to promote Equal Employment Opportunity. While it is our legal responsibility to comply with applicable state and federal statutes and regulations, the pursuit of diversity and fairness is, more importantly, grounded in the educational goals of our institution.

Just as knowledge gained in the classroom helps to prepare students for future success, understanding and appreciation of differences among people, cultures, and thought, will help to prepare students for our increasingly diverse world. We seek to achieve this end in part through our students' experience with our diverse workforce and campus community. We are also committed to reflecting the diversity of local, regional and global communities among those we employ. We strive to attain these goals through the following means:

- Proactive recruitment of faculty, staff, and students to ensure that all individuals have an opportunity to benefit from our programs and services
- Development of policies and procedures which ensure fairness and equity and which contribute to success, retention and equal opportunity for employees and students
- Creation and preservation of a campus environment that supports and celebrates diversity; and,
- Working in partnership with the communities we serve to develop solutions and strategies for addressing their needs.

TAECS is committed to these principles both as an essential part of our institutional mission and as a basic element of sound educational practice. We will continue to actively work to achieve these goals and outcomes through all of our institutional endeavors.

Adoption by Board of Directors

Pursuant to authority vested in TAECS's Board of Directors under the Delaware General Corporation Law, the Articles of Incorporation, and the corporate Bylaws, the Board has prescribed and adopted the following rules and regulations, which will be collectively known as the Personnel Policy of TAECS. In the event of conflict with State or Federal laws in existence or hereafter to be enacted, the State or Federal laws will take precedence over these rules and regulations.

I. DEFINITIONS

The following definitions shall apply to the terms indicated when used within this Personnel Policy:

Date of Hire – The date (i.e. month and number of day in the month) on which an employee commenced employment.

Appointment or Designation– The conferring of a position by the Head of School or his/her designee in accordance with these procedures.

Authorization – The approval of a personnel transaction by the Head of School through his/her signature on appropriate personnel transaction forms.

Benefits – The various plans covering compensation, holidays, leave, health and life insurance, pension, professional development and similar provisions enjoyed by virtue of employment with TAECS.

Board of Directors – The governing body of TAECS.

Employee – Any person employed by TAECS, with the exception of individuals or groups compensated as independent contractors.

Head of School – The chief executive officer within TAECS's administrative structure.

Full-Time – Employment category of an employee working thirty (30) hours or more per week

Compensation – Payroll (salary, hourly rate or contracted obligation) is disbursed every two weeks or 26 times per year. The first two weeks of compensation are withheld and the actual first distribution occurs at the end of the second period. Final compensation is paid two weeks after retirement or termination of employment. Unless the employee requests otherwise, all payments will be made through direct deposit into the employee's personal checking account.

Part-Time – Employment category of an employee working less than thirty (30) hours per week.

Separation – Any removal from the payroll for voluntary or involuntary reasons, including resignation, layoff, dismissal, retirement or death.

II. ADMINISTRATIVE ORGANIZATION

A. Organization Plan

All employment positions will be created in accordance with a plan clearly establishing areas of responsibility, decision-making and lines of authority. The School's organization will be designed to promote consensus building, coordination of activities and a supportive environment with the goal of ensuring that the educational mission of the School is primary.

B. Position Descriptions

TAECS will maintain written descriptions for every position, setting forth the duties to be performed and the required qualifications. The position descriptions are designed specifically to provide employees an understanding of the primary responsibilities and essential functions of their job.

Employees may be assigned duties and responsibilities beyond the limits of their existing position descriptions as directed by operational needs.

All position descriptions will be reviewed and updated at least annually by the Head of School or his/her designee. Each new employee will be given the appropriate position description at the time he or she assumes the duties of his/her position.

III. TYPES OF EMPLOYMENT

A. Regular

A regular employee is an individual who occupies a position, on either a full-time or part-time basis, with the expectation of being in that position for at least one year.

B. Temporary

A temporary employee is an individual who occupies a position, on either a full-time or part-time basis, with the expectation that it will be for less than one year. If a temporary employee becomes a regular employee, his/her date of employment for calculating entitlement to all employee benefits will be the date he or she became a regular employee.

IV. COMPENSATION AND WORKING HOURS

A. General

It is a basic principle of TAECS's Personnel Policy to establish salaries and benefits for TAECS employees that are competitive in our market place. Compensation may also include incentive or bonus amounts under plans that may be developed by the Board of Directors from time to time.

B. Pay Increases

Subject to the availability of funds, employees may be eligible to receive a pay increase from time to time, based upon performance and accountability measures as established by the Head of School.

C. Working Hours

The working hours for TAECS employees will be established for the various positions by the Head of School or his/her designee. Working hours may vary depending upon operational needs.

D. Overtime Hours

Only employees who are paid on an hourly basis are entitled to any overtime pay. Overtime hours may be worked only with the specific, prior approval of the Head of

School or his/her designee. Hourly employees will be paid for such pre-approved overtime hours at a rate of one and one half times their normal hourly rate.

E. Paydays

Employees are paid in accordance with the schedule of the State of Delaware Finance Department.

F. Payroll Deductions

The School is required to make payroll deductions for Federal, State and local income taxes; also, Social Security (FICA) taxes are required to be withheld. The School must comply with court orders or other legal processes which stipulate payroll deductions.

The School will also make deductions for the employee's share, as authorized in writing by the employee, for participation in certain benefit plans. Employees may occasionally authorize additional payroll deductions for such items as tax deferred annuities, United Way contributions, or other miscellaneous obligations approved in advance.

In accordance with the Fair Labor Standards Act, exempt employees paid on a salaried basis may not have their pay reduced for variations in the quality or quantity of work performed, except under certain circumstances. The School makes every effort to assure that compensation is handled properly and consistently with both legal and School policy guidelines. Any employee who feels their pay amount is in error should immediately contact the Human Resources Specialist for an explanation or correction. If not satisfied with the response, the concern should be reported to the Head of School.

G. Travel Policy

1. Expense Reporting

- a. Authorized travelers must submit, for approval, an expense report to the Head of School or his/her designee within one week of return

from each travel assignment. The expense report must be accompanied by the following:

- 1.) Receipts for all expenses where receipts are routinely provided;
- 2.) The original or copy of the stub from any travel advance check; and
- 3.) A trip report which would include:
 - The location and means of travel
 - The nature or reason for the trip
 - Personal vehicle beginning and ending mileage
 - A brief description of the trip's benefit to TAECS

2. In General

- a. **Incurring Expenses** – The dollar amounts identified in this policy are maximums. Each authorized traveler should exert extreme prudence in spending TAECS funds.
- b. **Reporting Expenses** – Each authorized traveler should make daily notation of his/her expenses to avoid unnecessary mistakes or confusion when completing expense reports upon return from the assignment.
- c. **Documenting Trip** – A copy of a trip report must be submitted with the expense report to the traveler's supervisor who authorized the trip.
- d. **Reimbursements** - For travel assignments less than twenty-four (24) hours in duration, payment will be made for subsistence expenses incurred under the following conditions:

- 1.) When six or more hours elapse between the employee's departure and return to his or her regular office location.
- 2.) Reimbursement for meals during non-overnight travel assignments will be on a per diem basis up to a maximum of \$50.00. No reimbursement will be made for meals consumed before departure or after return.
- 3.) Mileage expenses for out of town travel of less than twenty-four (24) hours will be paid at the rate per mile authorized from time to time by the State of Delaware for personal auto use.
- 4.) Hotels will be reserved and paid for prior to departure by the Business Manager or other appropriate person.

V. EMPLOYEE HIRING – DEVELOPMENT – EVALUATION

A. General

Qualifications and experience will be the primary determining factors in selecting new personnel to fill available positions. As required by the State of Delaware for individuals working in school districts, employment offers will be conditioned on satisfactory results of criminal record check, previous employment references and personal reference checks. A driving record check, proof of a valid driver's license and minimum personal auto liability insurance will also be required for individuals who on occasion, will be required to use their personal vehicle on behalf of TAECS or are hired into positions which actually require a valid driver's license.

B. Employment Procedure

The Head of School or his/her designee is authorized to fill positions. Positions may be considered regular or temporary, full time or part time, and salaried or hourly.

C. Notice of Employment

The Head of School or his/her designee will notify an applicant of his/her selection, confirm his/her acceptance of the position and notify other applicants that the position applied for has been filled as soon as practical.

D. Employee Orientation

The Head of School or his/her designee will be responsible for the orientation of all new employees before they begin employment. This orientation will include an explanation of benefits and personnel policies, the signing of appropriate forms and documents, and an introduction to daily duties, goals and expectations of the Head of School and TAECS.

E. Professional Development

TAECS will assist all regular, full time employees in developing their skills to enable them to become more proficient in performing their duties and responsibilities for TAECS. Professional development may include, but not be limited to, in-service training sessions conducted by TAECS personnel, in-service training conducted by outside consultants, professional workshops, seminars and conferences, and courses at colleges and technical schools. Application for any such assistance shall be made on forms available from the Head of School. The provision of assistance with professional development will be administered by the Head of School and will be subject to the availability of funds. Reimbursement for expenses will only be granted for expenses approved in writing in advance and only upon successful completion of the approved activity (which in the case of graded courses shall mean a grade of C or better).

F. Performance Evaluations and Review Procedure

Performance evaluations are a continuous part of the supervisory process within TAECS. The purpose and objective of performance evaluations are as follows:

- To recognize and communicate to employees their accomplishments, performance strengths, and weaknesses
- To identify specific employee development needs
- To develop a specific plan of action to improve employee performance and identify professional development programs designed to enhance their professional skills.

Each employee will be rated on current performance based on the requirements and standards of his/her job. Such evaluation will be given at least annually.

Evaluations are retained in an employee's personnel file and may be reviewed at appropriate times by making arrangements with the Head of School or his/her designee.

G. Employee Personnel File

Complete records are maintained in each employee's personnel file regarding each employee's service with TAECS including but not limited to the following:

- employment applications,
- performance evaluations,
- changes in status,
- special training needs,
- letters or memoranda of recommendation(s); and
- all other documents which pertain to the employee's history of employment.

An employee is required to immediately notify the Head of School and his/her designee of any changes in his/her personal data such as street address, phone number, status of drivers' license, criminal charges, emergency information or change in the number of dependents. All information provided to TAECS by the employee or applicant will be made a permanent part of the employee's personnel file. If it is determined that an

employee made false or misleading statements or did not furnish complete information, an employee may be immediately terminated.

Personnel records will be maintained at all times in a confidential and secure manner. Any employee has a right to review his/her personnel file at any appropriate time upon making a written request to the Head of School or his/her designee. Personnel files may not be removed from the premises.

H. Hiring of Relatives

Relatives of employees will be hired only if they are qualified for the position and go through the normal application procedures. A person may not occupy a position that is supervised by a relative.

VI. CHANGES IN EMPLOYMENT STATUS

A. Resignation

Resignation is the voluntary separation of an employee from TAECS. In order to maintain continuity of TAECS operations, employees intending to resign should give written notice to the Head of School or his/her designee no less than four (4) weeks prior to, but as early as possible in advance of, the expected departure date. Employees with contracts must comply with the terms of their contracts.

B. Transfer

Transfer is the assignment of an employee from one position to another position without a change in salary or hourly rates. Transfers may be effectuated at the request of any employee or to accommodate the operational needs of TAECS. Employees will be transferred within TAECS, as far as practical, to positions where their skills can best be utilized.

C. Reduction of Personnel

An employee is considered laid-off when his/her employment is terminated for budgetary reasons, lack of work, abolishment of a position or other reasons set forth in the layoff notification. If it becomes necessary to reduce the number of personnel, all employees who are laid-off will be given a written notice clearly stating the effective date of the layoff and the reason for the layoff. Employees also will be furnished information concerning their benefits. In any event, all employees are "at-will" employees unless otherwise specifically provided in a written contract.

D. Demotion

Demotion is the assignment of an employee to a lower salaried position or to one with a lower hourly rate of pay. Demotions may occur when an employee requests to be demoted to a position with a lower paying salary or hourly rate, or for administrative reasons, such as a disciplinary measure or when an employee is demoted rather than laid off due to lack of work or lack of funds.

E. Suspension

Suspension is the administrative and supervisory action taken to remove an employee from duty with TAECS for a period not to exceed three (3) calendar days (unless a longer period specifically is authorized by the Head of School or his/her designee) pending investigation of grounds for dismissal, or as a disciplinary measure for any misconduct on the part of an employee. In such cases where the investigation is being conducted in connection with or at the same time as a judicial proceeding, the suspension may be extended until the completion of the judicial proceeding. If such an investigation does not substantiate the charges, the suspension may be lifted and the employee will be paid for the period of suspension, if suspension was without pay. Notwithstanding the outcome of any judicial proceeding, TAECS reserves the right to make the final determination of whether to retain or dismiss an employee who may have engaged in

misconduct to which TAECS is or is not a party. Written notice of the suspension signed by the Head of School or his/her designee with the reasons therefore, and the period of duration, will be given to the suspended employee or mailed to his/her last known address. A copy of the notice to the employee will be included in the employee's personnel file. Under certain conditions, for example, when the continuation of an employee in duty status would adversely affect the health and welfare of other employee or TAECS operations, the Head of School or his/her designee may immediately suspend an employee with only verbal notice pending written notice.

F. Termination of Employment

Reasons for dismissal may include, but are not limited to:

- Unsatisfactory performance
- Actions contrary to the best interest of TAECS;
- A change in mission requiring different credentials and/or training; or
- Any reason or no reason as determined by TAECS. (Employees are at-will employees unless otherwise provided in a written contract.)

Whenever an employee is to be dismissed, TAECS will give him/her written notice of such termination. When the continuation of an employee in duty status would adversely affect the health and/or welfare of TAECS operations and sufficient time does not exist to prepare a written notice of dismissal, immediate suspension may be imposed orally pending the issuance of such notice in writing.

In the case of an employee who can be dismissed only for certain causes, pursuant to an express individual employment agreement, such employee will be given an oral or written notice of the charges against him/her, an explanation of TAECS's evidence supporting dismissal and an opportunity to present his/her response(s) to the charges prior to dismissal. Employees who believe that they were wrongly terminated may appeal the

dismissal by filing a request for review (RFR) form. Said RFR shall be reviewed by the Board of Directors. The final decision of the Board of Directors will be mailed to the employee within a reasonable time of the Board's final determination.

G. Clearance of Separating Employees

All employees leaving the employment of TAECS following resignation, dismissal, layoff or for any other reason(s) must receive clearance from the Head of School prior to their final work day. The following procedure will be followed in the clearance of separating employees:

1. On the last day that the employee is present for work, the immediate supervisor will collect from the employee concerned any article for which the employee is responsible which belong to TAECS, i.e., documents and papers, files, keys, etc.
2. TAECS will advise and collect or make arrangements for the collection of any indebtedness the employee may have to TAECS at the time of separation.
3. The Head of School and his/her designee or a designated representative will be responsible for the final interview, which includes the explanation of any separation benefits.

H. Payment of Wages and Leave Upon Separation

TAECS will pay all wages due an employee at the time of his/her separation on the next regularly scheduled payday following separation (including appropriate pro ration in the case of an employee being paid on the basis of 26 biweekly payments). If the employee has any indebtedness to TAECS the Head of School or his/her designee will make arrangements with the employee for repayment of the debt.

In the event of termination for any reason, TAECS will not pay for any unused personal, vacation or sick days not used prior to a separation or termination.

I. Current and Former Employee Reference

All requests for employment references or other information must be directed to the Head of School or his/her designee. Upon request of an employee or former employee, the Head of School will provide a reference with regard to that employee's service with the School.

VII. LEAVES

A. Holidays

Please refer to the school's annual calendar for the Holiday Schedule.

B. Vacation Time

Full time twelve month employees will receive one paid vacation day per month to be used at any time after with two weeks prior written notice to and approval of the Head of School. Eleven month and part-time employees do not receive paid vacation time.

C. Sick or Personal Leave

All regular, full time, salaried employees will accrue one paid sick day per month. Any sick leave which extends past three days must be accompanied by a doctor's note. Sick leave may also be used for personal purposes. However, no more than three sick days may be used for personal purposes.

D. Extraordinary Personal Leave

The Head of School will have discretion in allowing unpaid personal leave for any regular, full time, salaried employee for extraordinary circumstances. In no case will such leave exceed five working days.

E. Sick Leave and Vacation Accumulation

Any employee may accumulate his/her sick and vacation time to be used in the event of a serious illness or accidental injury. However, as stated in Section V, no accumulated time(s) will be paid out in the event of any termination or separation. Sick time may be carried from state agency to state agency and can be carried over towards pension.

VIII. BENEFITS FOR REGULAR FULL-TIME SALARIED EMPLOYEES ONLY

A. Insurance and Other Programs

TABCS currently offers to all regular, full time, salaried employees the benefit programs listed below. Employees may be required to pay a portion of the benefit programs. Participation in all plans is subject to the eligibility requirements for each plan as offered by the State. Any employee who wishes to participate in a group plan must, before coverage under the plan can begin, complete membership enrollment forms and submit dependent verifications, i.e., marriage license and birth certificates for children if applicable, and social security cards for all dependents. If the appropriate forms are timely submitted, coverage under the group plan will commence the first day of the month following or coincident with the ninetieth (90th) day after the Date of Hire.

1. Health Insurance
2. Dental Insurance
3. Group Life Insurance
4. Dependent Life Insurance
5. Blood Bank
6. Home and Auto Insurance

7. FLEX Payment Plan for uncovered medical expenses
8. Disability Insurance; and,
9. Employee Assistance Program (EAP)

B. Retirement and Savings Plans

1. Pension Plan

All regular, full time, salaried employees of TAECS are required as a condition of employment to participate in the State of Delaware's Pension Plan which requires mandatory contributions by the employee. Refer to the Summary Plan Description for details regarding the provisions of the Pension Plan.

2. Savings Plans

Full time employees are eligible to participate in any savings plans offered by the State of Delaware.

C. Other

Worker's Compensation

Employees of TAECS are covered under *Delaware's Workers' Compensation Laws* in the event of occupational injury or illness. Should any injury or illness (treatable or not) be incurred on account of and in the performance of assigned tasks at TAECS an employee must notify the Head of School or his/her designee immediately. Failure to report a work-related illness or injury within ten (10) days may result in loss of workers' compensation benefits.

IX. CODE OF CONDUCT AND PROFESSIONAL RESPONSIBILITY

A. Policy Against Sexual and Other Harassment

Sexual harassment or harassment based on other protected characteristics, such as, race, national origin, color, religion, disability or marital status, is a violation of state and federal law and is strictly forbidden by TAECS. It is TAECS's policy that there be no

discrimination against any employee or applicant on the basis of gender. In keeping with that policy, TAECS will not tolerate sexual or other harassment by supervisors, co-workers or third parties. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct based on gender constitutes sexual harassment when: (a) Submission to such conduct is made either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee; or (c) any other form of harassment substantially interferes with an employee's ability to work or creates an intimidating, hostile or offensive work environment.

While the following is not intended to intimidate or make any employee feel obligated to remain silent or accept repeated improper treatment, it is reasonable to assume that most unintentional offensive behaviors can be eliminated by the simple and confidential approach of an offended employee to the perpetrator to inform him or her that the behavior is/was considered to be personally offensive in nature and request the behavior be stopped.

Any employee or applicant who feels that he or she has been the victim of repeated sexual or other harassment must immediately report such incidents to the Head of School. TAECS policy forbids any reprisal against a victim of sexual harassment or individuals who assist in the investigation of harassment reports and all such reports will be considered confidential and TAECS management will make every reasonable effort to keep it so. Retaliation in any form is a violation of this policy and should be reported immediately to the Head of School.

The Head of School is responsible for immediately investigating (in as confidential a manner as possible), documenting and, when appropriate, consulting with TAECS's legal counsel to resolve complaints of sexual harassment. In determining whether sexual

harassment has occurred, the Head of School, will consider the totality of the circumstances, the nature of the harassment, and the context in which the alleged incidents occurred, alleged offenders' statements and those by any witnesses or individuals who have information relevant to the complaint.

TAECS considers sexual harassment to be a major offense. If it is concluded that an employee has been the victim of sexual harassment, TAECS will immediately take appropriate, corrective action, including but not limited to dismissal of the offender.

B. Drug- and Alcohol-Free Workplace Policy

TAECS intends to provide a safe work environment that is free from drugs, alcohol, and other disruptions that might affect our daily operations. The School's management will take every reasonable measure to remove any employee under the influence of drugs or alcohol from our work place. Further, we will offer help and encouragement to any employee who seeks assistance to overcome a drug abuse or alcohol problem. Nonetheless, the School expects all employees to come to work each day with a clear head, and in a fit condition to perform their work.

It is a violation of School policy for any employee to possess, sell, trade, manufacture, distribute or use illegal drugs or alcohol on School premises or while conducting School business.

It is a violation of School policy for anyone to report for work under the influence of drugs or alcohol.

It is a violation of School policy for any employee to use prescription drugs illegally (However, nothing in this policy precludes the appropriate use of legally prescribed medications).

Violators of this policy are subject to disciplinary action, up to and including discharge.

It is the responsibility of School management to provide an awareness program to educate employees about alcohol and other drug abuse and addiction, the School's policy, and available help, counseling, and assistance. Although it is not the responsibility of management to diagnose personal problems, supervisors should advise employees who may have a drug or alcohol problem about available resources for getting help. Everyone shares in the responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have a drug or alcohol problem to seek help.

Federal law requires that each employee receive personal notification of this policy. A receipt and acknowledgement form will be signed by each employee, upon receipt of the policy manual.

The School, by a variety of means, will continually keep the employees aware of the drug free work place policy.

Any employee who is convicted of a drug violation in the workplace is required to notify the School within five (5) days of such conviction.

The School is required to notify the federal compliance office within ten (10) days of such notification by an employee. Records of notifications will be kept in a confidential file separate from the employee's main personnel record.

The School is required by law to notify the compliance office that the School will comply with the provisions of the Drug Free Workplace Act of 1988.

C. Acquired Immune Deficiency Syndrome

TAECS recognizes the public concern over the health issues surrounding Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus infection (HIV). TAECS also recognizes, based upon the current state of medical knowledge, that the virus associated with AIDS is not easily transmitted and there is no evidence that

AIDS or the HIV virus can be transmitted by casual social contact in the open school setting.

TAECS acknowledges the interests of employees diagnosed as having AIDS or HIV infection in continuing their employment, as well as the interests of all students and employees of the School to learn and work without being subjected to significant risks to their health. TAECS also takes notice that under current law and regulations the disclosure of confidential AIDS and/or HIV related information must be strictly limited.

Accordingly, it is the policy of TAECS that no employee shall be prevented from continuing his or her employment solely on the basis of such information. In accordance with current law and regulations, it is also the policy of TAECS not to subject any employee to adverse or discriminatory treatment or stigma solely because he or she has been diagnosed as having AIDS or being HIV-infected. The Head of School shall implement, and all school personnel shall comply with, guidelines and routine sanitary hygiene procedures for dealing with all spills of blood and other body fluids in or on school premises and grounds.

In addition, the Head of School shall develop and implement in-service education and training for all school personnel concerning AIDS and HIV infection and the routine sanitary hygiene procedures to be followed in the case of all spills of blood and other body fluids.

D. Smoking Policy

Smoking is not permitted on the School campus.

E. Use of School Property

School property (e.g. laptop computers) are only for School use.

F. Personal Misconduct

Negligent or fraudulent handling of TAECS funds, neglect of duties, incompetence or insubordination, discourteous treatment of the school community or public or any other personal conduct which adversely affects the best interest of TAECS are considered as grounds for dismissal of an employee.

G. Notice of Electronic Monitoring

The School reserves the right to monitor and/or record any electronic use or communication, whether internal or external, including e-mail, internet use, telephone, voice-mail, facsimile, or the like, that is created, sent, received or stored in or using School property. Periodic checks may be made of all terminals to monitor official usage of internet and e-mail. You should not expect privacy with regard to these School-owned assets and should use them only for School business in accordance with School policies.

H. Investigating Employee Misconduct

TAECS reserves the right to investigate employee misconduct by searching, at its discretion, any and all persons, locations and items on TAECS-owned property, and all TAECS-owned or operated property. Such locations and items will include, but not be limited to, the following: offices, lockers, files, furniture, briefcases, purses, lunch bags, personally owned vehicles on TAECS property, e-mail, and voice-mail. All searches will be conducted in as private a manner as practicable at the time.

All offices, lockers, furniture, vehicles, computer systems, e-mail and voice-mail that are owned by TAECS are the property of TAECS. A copy of any keys, combinations or passwords for personal locks, offices, furniture, TAECS operated vehicles and TAECS owned computer systems, e-mail and voice-mail must be provided to the Head of School or his/her designee before they are used or put in place.

I. Whistleblower Protection

All employees are encouraged to come forward with, and are protected from reprisal of any kind if they make, good faith reports of or participate in any investigation or inquiry regarding (1) a violation by any member of the School community of a local, state or federal law, rule, or regulation designed to protect employees or others from health, safety, or environmental hazards while on the School's premises or elsewhere; or (2) conduct by any member of the School community that is inconsistent with, and a serious deviation from, financial management or accounting standards adopted by the School or required by local, state, or federal law to protect any person from fraud, deceit, or misappropriation of funds or assets under the control of the School. Any employee with concerns regarding misuse of financial resources should contact the Head of School directly with such concerns. Should the nature of the concerns be such that discussion with the Head of School would not be comfortable or appropriate, then the employee should contact the Chair of the Personnel Committee of the Board of Directors. *All employees are protected from reprisal of any kind, and there will be no discipline, negative action, or recrimination toward any employee if she or he makes a good faith report of, or participates in, any investigation or inquiry regarding such matters.*

X. PROCEDURE ON REQUESTS FOR REVIEW (RFR)

A. Purpose

This procedure is established to provide a method by which TAECS employees can formally file a complaint they might have regarding any conduct by the administration of TAECS or any application of any TAECS policy. Unless the matter involves personal misconduct of the Head of School, the employee's complaint must first be directed to the Head of School. If the employee is not satisfied with the resolution of the matter by the

Head of School, the employee may file an RFR with the Board of Directors to be considered as indicated below.

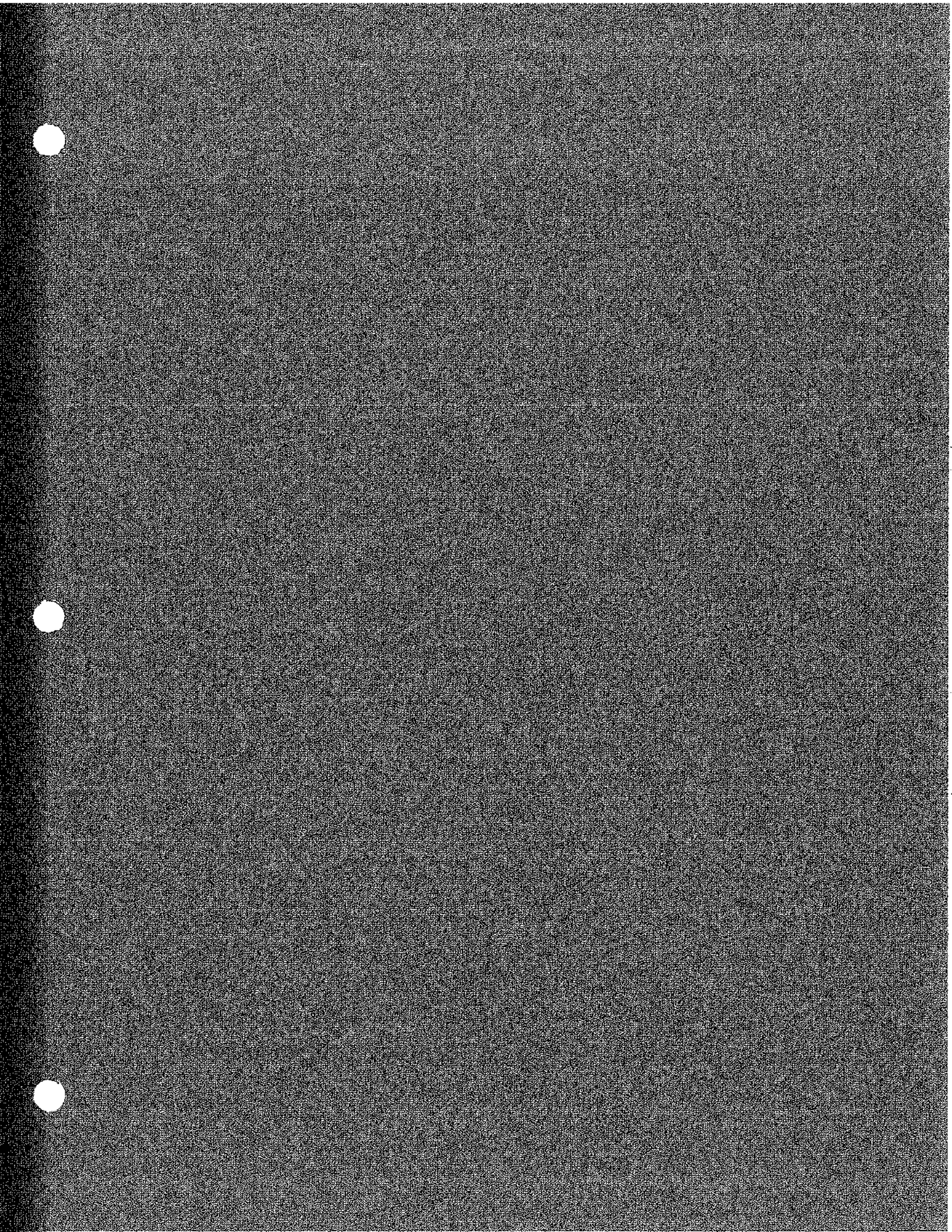
B. Procedure

1. An RFR will be directed to the Chair of the Board's Personnel Committee. If the Chair of the Personnel Committee is unable to resolve the complaint to the satisfaction of the employee, the Chair of the Personnel Committee will issue a report to the Board with a recommendation as to resolution. The Board, in its discretion, may invite the employee to make a presentation to the Board, it may call for testimony by others and it may otherwise conduct such investigation as it determines to be appropriate.

2. The Board shall render its decision as soon as practicable and normally within 30 days of the complaint being presented to it. The Board's decision shall be final.

XI ADMINISTRATIVE HANDLING OF MONIES

Only individuals authorized by school protocols may handle any school monies.



THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.

TEACHER EMPLOYMENT AGREEMENT

AGREEMENT made on the _____ day of _____, 2007 by and between THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC. ("SCHOOL") and _____ ("EMPLOYEE").

The SCHOOL and the EMPLOYEE mutually agree as follows:

1. **Employment.** The SCHOOL hereby offers to employ the EMPLOYEE, and the EMPLOYEE hereby accepts employment with the School, upon the terms and conditions of this Agreement, in the position of Teacher for the school year commencing July 1, 2007, and ending June 30, 2008, (the Contract Year) subject to earlier termination as hereinafter provided.
2. **Position Description; Duties of Employee.** The attached Position Description describes the employment position and the duties of the EMPLOYEE. The EMPLOYEE will also perform the requirements of the Faculty Handbook and will adhere to the policies of the Personnel Policy Manual.
3. **Salary.** While employed hereunder, the EMPLOYEE'S salary shall be at the annual rate of _____ payable in 26 bi-weekly installments beginning in July 2007 and ending in June 2008. This annual salary assumes the EMPLOYEE will work a total of 210 days at the school including a minimum of 205 student contact days, during the Contract Year.
4. **Benefits.** The EMPLOYEE shall be eligible for sick leave and other fringe benefits as per the School's Personnel Policy Manual.
5. **Evaluation.** The EMPLOYEE will be subject to a formal performance evaluation annually as per the School's Personnel Policy Manual.
5. **Representations.** EMPLOYEE represents that all information submitted to the SCHOOL to induce the making of this employment offer is correct and accurate. By signing this agreement, the EMPLOYEE acknowledges that s/he has received, read, understood and agreed to the attached Position Description. EMPLOYEE recognizes and agrees that the School may modify the attached Position Description from time to time.
6. **At-Will Employment.** The EMPLOYEE acknowledges that employment hereunder is at-will and EMPLOYEE can be dismissed at any time, for any reason, or no reason, with thirty (30) days written notice. EMPLOYEE agrees not to vacate his or her position during the term of this contract without thirty (30) days written notice. If the Employee fails to provide the School with at least thirty days written notice s/he acknowledges and agrees that \$1,000 will be deducted from the Employee's final paycheck to compensate the School for these costs and that in the alternative, the School reserves the right to initiate a court action against the Employee for recovery of the full replacement costs, plus any attorney's fees and other costs incurred by the School.
7. **Post Offer Contingencies.** EMPLOYEE acknowledges that this offer of employment is contingent upon satisfactory results of a criminal background check, previous employment references and, where applicable, a driving record check and proof of a valid driver's license and minimum personal auto liability insurance. EMPLOYEE is also required to sign and acknowledge the attached Drug and Alcohol Free Workplace Policy, the State of Delaware Acceptable Use Policy (for computer usage), and Acknowledgement of Receipt of Personnel Policy Manual and the Faculty Handbook.

8. **Governing Law.** This Agreement is to be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have hereunto set his or her signature and seals the day and year first above written.

INC. EMPLOYEE

THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON,

By: _____
Signature

By: _____
Chuck Hughes, Head of School

Name: _____

Date: _____

Date: _____

Thomas A. Edison Charter School

Notice of Drug- and Alcohol-Free Workplace Policy

Purpose:

The Thomas A. Edison Charter School intends to provide a safe work environment that is free from drugs, alcohol, and other disruptions that might affect our daily operations. The School's management will take every reasonable measure to remove any employee under the influence of drugs or alcohol from our work place. Further, we will offer help and encouragement to any employee who seeks assistance to overcome a drug abuse or alcohol problem. Nonetheless, the School expects all employees to come to work each day with a clear head, and in a fit condition to perform their work.

Procedure:

- A. Thomas A. Edison Charter School recognizes drug or alcohol dependency as a major health problem. The School also recognizes drug or alcohol dependency as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our employee assistance program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job.
- B. It is a violation of School policy for any employee to possess, sell, trade, manufacture, distribute or use illegal drugs or alcohol on School premises or while conducting School business.
- C. It is a violation of School policy for anyone to report for work under the influence of drugs or alcohol.
- D. It is a violation of School policy for any employee to use prescription drugs illegally (However, nothing in this policy precludes the appropriate use of legally prescribed medications).
- E. Violators of this policy are subject to disciplinary action, up to and including discharge.

Responsibility:

- A. It is the responsibility of School management to provide an awareness program to educate employees about alcohol and other drug abuse and addiction, the School's policy, and available help, counseling, and assistance. Although it is not the responsibility of management to diagnose personal problems, supervisors should advise employees who may have a drug or alcohol problem about available resources for getting help. Everyone shares in the responsibility for maintaining a safe work environment and coworkers should encourage anyone who may have a drug or alcohol problem to seek help.

I. Communication of Policy:

- A. Federal law requires that each employee receive personal notification of this policy. A receipt and acknowledgement form will be signed by each employee, upon receipt of the policy handout. The policy will be published in the employee handbook. New employees will be asked to acknowledge receipt of the drug awareness policy as a condition of employment.
- B. The School, by a variety of means, will continually keep the employees aware of the drug free work place policy.

II. Other Communication:

- A. Any employee who is convicted of a drug violation in the workplace is required to notify the School within five (5) days of such conviction.
- B. The School is required to notify the federal compliance office within ten (10) days of such notification by an employee. Records of notifications will be kept in a confidential file separate from the employee's main personnel record.
- C. The School is required by law to notify the compliance office that the School will comply with the provisions of the Drug Free Workplace Act of 1988.

**EMPLOYEE ACKNOWLEDGEMENT OF DRUG AND ALCOHOL FREE
WORKPLACE POLICY**

Signature
Printed Name: _____
Date: _____

Delaware Department of Technology & Information Policy and Procedures Manual

Subject: Acceptable Use Policy

Purpose: Guide Behaviors in Using the State's Communications and Computer Systems

Effective Date: April 15, 2003

Approved by: Thomas M. Jarrett

A Message to all System Users

This document formalizes the State policy for state agency and public school district employees as well as contractors and other "users" of our State's communications and computer systems. Each agency/school district or affiliate may also choose to develop and enforce its own acceptable use policies to further restrict the use within its local environment. This may be done only with the understanding that, should a conflict exist, the State's Acceptable Use Policy takes precedence over all local policies developed within the agencies/affiliates for the explicit purpose of exercising responsible controls at the local level.

Our goal is to put controls in place that will help protect the State from sabotage and espionage. The threat is real, as each month, DTI intercepts tens of thousands of viruses and suspicious messages containing executable files trying to bypass our security systems. These controls also help minimize the potential risks of misuse. This misuse includes unnecessary Internet usage causing network and server congestion. This Acceptable Use Policy is your (the user's) guide for helping us achieve this goal by conducting State of Delaware business with integrity, respect, and prudent judgment. Each of us is responsible for upholding the State's commitment to the highest standards of conduct.

**Affiliates include the Judicial Branch, the Legislative Branch, and other State & Local government political subdivisions authorized to use these state services.*

Users are accountable for familiarizing themselves with this policy and using it as a guidepost for your daily decisions and actions when using these services.

Each agency/school district and affiliate organization(s) are responsible for the activity of its users and for ensuring that its users follow this Acceptable Use Policy. Violations, which are not promptly remedied by the client organization, may result in termination of these services.

Secretary Thomas M. Jarrett - Chief Information Officer

Introduction

This Acceptable Use Policy is your resource to help you make sound decisions in using communications and computer systems to do your job.

All of us have a responsibility to:

Read: the policy and give careful attention to those subjects that most pertain to your job duties.

Understand: the purpose of this policy and your overall responsibilities for standards of business conduct.

Consult: your supervisor or organization's Information Resource Manager (IRM) for additional clarification of this policy.

Note the Following:

Applicability

State of Delaware's expectations for responsible use are applicable to all parties who use the State communications and computer systems on behalf of the State, including, but not limited to, its agency, school district, and affiliate employees, consultants, in-house contractors, and other "users."

Limitations

This acceptable use policy does not address every expectation or condition regarding acceptable use. It does not substitute for other more specific State policies and procedures.

Acceptable Use of Communications and Computer Systems

State of Delaware communications and computer systems are vital to our business and critical to overall communications. Our success is directly related to safeguarding and properly using these systems.

What are state communications and computer systems?

State of Delaware communications and computer systems are any equipment, hardware, software or networks (including wireless networks) owned, provided or used by or on behalf of State of Delaware that store or transmit voice or non-voice data. This includes telephones, cellular/wireless telephones, voice mail, computers, e-mail, facsimiles, pagers, and State Intranet or Internet access (including when accessed through personal computers).

Note: When personal computers are not owned by the state but are used for State business, the State retains the right to access any State records or materials developed for State use. Also, we must ensure that any State materials are appropriately safeguarded according to applicable standards in this section, including, but not limited to, virus protection of, protected access to and backup of these materials.

Access, Maintenance and Protection

Users must safeguard the confidentiality and integrity of State systems, including strong password logons (*see Windows 2000 password criteria at the end of this document*), access codes, network access information, log-on IDs) from improper access, alteration, destruction and disclosure. Users shall only access or use these systems when authorized. Users must abide by State standards contained in this section and other State policies regarding protecting data and information stored on these systems. All DTI standards are available at

http://intranet.state.de.us/dti/current_standards.html.

Unlawful and Inappropriate Use

Users are obligated to never use State systems (such as the Intranet or Internet) to engage in activities that are unlawful, violate State policies or in ways that would:

- Be disruptive, cause offense to others, or harm morale.
- Be considered harassing or discriminatory or create a hostile work environment.
- Result in State of Delaware's liability, embarrassment or loss of reputation.

External groups or organizations are not permitted to make announcements, solicitations or otherwise access the State's Communications and Computer Systems, except as permitted by law.

Protection and Integrity of Data

Users must maintain the integrity of State Information and data stored on State systems by:

- Only introducing data into our systems that serves a legitimate business purpose.
- Only acquiring, using, altering, disposing of, or destroying data or information with proper authorization.
- Protecting data and information stored on or communicated across our systems and not accessing this data or information (for example, agency data, employee records) unless authorized.
- Protecting data and information communicated over internal or public networks (for example, the Internet) to avoid compromising or disclosing nonpublic State Information or communications.

Personal Use

While State systems are intended for primarily business/instructional purposes, limited (incidental and occasional) personal use may be permissible when authorized by your management and it does not:

- Interfere with your work responsibilities or business/instructional operations.
- Involve interests in personal outside business and/or other non-authorized organizations and activities (which may include, but is not limited to selling personal property/items or soliciting for or promoting commercial ventures, charitable, religious or political activities or causes).
- Violate any of the standards contained in this code or other State of Delaware policies.
- Lead to inappropriate costs to the State. (Excessive personal surfing, utilizing streaming services such as listening to music or watching video, and downloading of music and video files are specifically forbidden.)

Virus Protection

Users must check all electronic media, such as software, diskettes, CD-ROMs and files for viruses when acquired through public networks (for example, the Internet) or from outside parties using virus detection programs prior to installation or use. If users suspect a virus, they must not use the applicable computer systems and equipment until the virus is removed and they will report the matter immediately to the appropriate network security contact. The Department of Technology and Information has purchased anti-virus software for all government sites including home computers. Similarly the Delaware Center for Educational Technology has purchased anti-virus software for all public K-12 schools.

Properly Licensed Software

Users will only use approved and properly licensed software and will use it according to the applicable software owner's license agreements.

Treatment of Third-Party Data or Software

Users must ensure that any nonpublic State Information or software of a third party that is stored, copied, or otherwise used on State systems is treated according to State of Delaware's standards regarding nonpublic State Information and applicable agreements and intellectual property restrictions.

State of Delaware Monitoring

State communications and computer systems, including, but not limited to, computer networks, data files, e-mail and voice mail, may be monitored and/or accessed by the State to ensure the

integrity of the technology, protect against fraud and abuse, detect unauthorized access or use, and for other business purposes. Although the Department of Technology and Information (DTI) does not randomly monitor message or network transactions, DTI may without notification or approval, monitor, access and review any and all communications originating from the State of Delaware or delivered to the State of Delaware – employees should have no expectation of privacy in regard to use of these services. This is in accordance with 19 Del. C. chapter 7.

Use of Email and the Internet

Inappropriate use of e-mail includes, but is not limited to, sending or forwarding:

- Messages, including jokes or any language, that may be considered discriminatory, harassing, unlawful, defamatory, obscene, offensive, insensitive or otherwise inappropriate (this includes but is not limited to, messages about age, race, gender, disability, sexual orientation, national origin or similar matters).
- Pornographic or sexually explicit materials.
- Chain letters.
- Information related to religious materials, activities or causes, including inspirational messages.
- Charitable solicitations unless sanctioned by State of Delaware.
- Gambling.
- Auction-related information or materials unless sanctioned by State of Delaware.
- Games or other software or copyrighted materials without a legitimate business or instructional purpose (and then only according to the rights and licenses granted by the owner of the games, software or copyrighted material).
- Messages that disparage other companies or products.
- Large personal files containing graphics materials or audio files (such as photographs and music).
- Materials related to personal commercial ventures or solicitations for personal gain (for example, messages that could be considered pyramid schemes).
- Information related to political materials, activities or causes unless sanctioned or permitted by the State of Delaware.
- Unauthorized or inappropriate mass distribution of communication.
- Any other materials that would be improper under this policy or other State of Delaware policies.

Inappropriate use of the Internet includes, but is not limited to, accessing, sending or forwarding information about, or downloading (from):

- Sexually explicit, harassing or pornographic sites.
- "Hate sites" or sites that can be considered offensive or insensitive.
- Auction or gambling sites.
- Non State of Delaware business-related chat sites.
- Underground or other security sites which contain malicious software and/or instructions for compromising State of Delaware security.
- Games, software, audio, video or other materials that we are not licensed or legally permitted to use or transmit or that are inappropriate, or not required by, State of Delaware business or instruction.
- Offensive or insensitive materials, such as sexually or racially oriented topics.

- Any other materials that would be improper under this policy or other State of Delaware policies.

Inappropriate use of the Internet also includes:

- Intentional importation of viruses.
- Registering Internet domain names of the State of Delaware business/school district or those of third parties without authorization from DTI.

Note: In order to perform their job duties (for example, network monitoring), specific State of Delaware employees may receive management approval exempting them from some of the above restrictions.

Remedial Action

When DTI learns of a possible inappropriate use, DTI will immediately notify the agency/school district or affiliate responsible, which must take immediate remedial action and inform DTI of its action. In instances where agencies/school districts or affiliates do not respond in a timely or reasonably appropriate manner, are "repeat offenders", or if criminal activity is suspected, DTI will work directly with the proper authorities, and follow their guidance in determining appropriate action.

Any inappropriate use of State communications and computer systems may be grounds for discipline up to and including dismissal based on the just cause standard set forth by Merit Rule 15.1, or collective bargaining agreement, whichever is applicable to the subject employee. Exempt employees shall be subject to appropriate discipline without recourse, except as provided by law.

In an emergency, in order to prevent further possible unauthorized activity, DTI may temporarily disconnect that agency or affiliate. If this is deemed necessary by DTI staff, every effort will be made to inform the agency or affiliate prior to disconnection, and every effort will be made to reestablish the connection as soon as it is mutually agreed upon.

Any determination of non-acceptable usage serious enough to require disconnection will be promptly communicated to the Senior Manager at the agency or affiliate by the DTI Executive Team.

Unauthorized activity or non-acceptable usage determined at the agency/school district or affiliate may be subject to remedial action being taken in accordance with the acceptable use policy of that agency/school district or affiliate as well as those actions outlined above. The remedial action outlined in agency/school district or affiliate policies may differ from the remedial action as outlined in this policy.

DTI provides access to state, national and international resources to its clients through connections with networks outside of Delaware. In general, it is the responsibility of those networks to enforce their own acceptable use policies. DTI will make every attempt to inform its clients of any restrictions on use of networks to which it is directly connected; as such information is made available by the network provider.

DTI accepts no responsibility for traffic that violates the acceptable use policy of any directly or indirectly connected networks beyond informing the client that they are in violation if the connected network so informs DTI.

Questions or Comments on this Policy

1. Users should offer comments or seek clarification through their supervisor or Agency/School District or Affiliate IRM.

2. Agency/School District or Affiliate IRM's should offer comments or seek clarification using one of the methods below:

- a. Your assigned DTI Business Information Systems Integrator (preferred) or
- b. E-mail to: colleen.gause@state.de.us
- c. Fax: 302-739-9642 , Attn. Colleen Gause
- d. Mail: Department of Technology and Information, Wm. Penn Bldg., 801 Silver Lake Blvd., Dover, DE 19901

Windows 2000 Password Criteria

The State selected a password-based authentication scheme that makes compromises between what is convenient for the user and what is difficult to circumvent. As part of the Windows 2000 implementation, the State has deployed a strong password policy. As additional state agencies and affiliates are added to the windows 2000 environment, password management will be automatically managed via DTI. School districts, which manage their own password policy, should begin deploying strong passwords as they migrate from legacy operating systems to Window 2000. The guidelines for strong passwords are established by the SANS Institute and recommended by the Microsoft Corporation as well as the Department of Homeland Security Information Analysis & Infrastructure Group. These guidelines are consistent with the password policies at most major government facilities.

Strong passwords require the following characteristics:

- Be at least seven characters long.
- Passwords must contain characters from at least three (3) of the following four (4) classes:

DESCRIPTION	EXAMPLES
English upper case letters	A, B, C, ... Z
English lower case letters	a, b, c, ... z
Westernized Arabic numerals	0, 1, 2, ... 9
Non-alphanumeric ("special characters")	#, \$, %, & such as punctuation symbols etc.

- Not contain your name or user name.
- Not be a common word or name.

Additional information concerning strong passwords is available at the DTI WEB Site:
http://intranet.state.de.us/dti/standards/strong_passwords.pdf

Passwords can be the weakest link in a computer security scheme. Strong passwords are important because password cracking tools continue to improve and the computers used to crack passwords are more powerful. Network passwords that once took weeks to break can now be broken in hours.

- The system will force a password change every 120 days.

- You will start getting daily reminders to change your password 14 days in advance of the expiration of your current password.
- Users experiencing password problems should contact the DTI Service Desk on 302-739-9560.

Acknowledgement Statement
State Of Delaware
Acceptable Use Policy
April 15, 2003

This is to certify that I have read and agree to abide by the guidelines set forth within the State Acceptable Use Policy. As an employee or business partner of the State of Delaware, I fully intend to comply with this policy realizing that I am personally liable for intentional misuse or abuse of the State's communications and computer systems. If I have any questions about the policy, I understand that I need to ask my supervisor or IRM for clarification. Users are also encouraged to take and score 100% on the AUP self-test located on the DTI Intranet at: <http://intranet.state.de.us/dti/aup/State of Delaware AUPSelfTest.htm>

**If I refuse to sign this acknowledgement form, my supervisor will be asked to sign this form indicating that I have been given time to read and have questions answered about this policy. The supervisor will read this statement to me prior to signing the document and advise me that by not signing this document my rights to use the State's Communications and Computer Systems may be denied and may affect my ability to meet my job requirements.*

Name: _____

Signature: _____

Agency/Company/School: _____

Date: _____

Supervisor Signature (*as required) _____

Comments: _____

Thomas A. Edison Charter School
Faculty Handbook Acknowledgement

I, _____, acknowledge that I have been provided a copy of the Thomas A. Edison Charter School Faculty Handbook. I understand that I am obligated to read and become familiar with its requirements. I understand that my questions or concerns about any aspect of the policies in the handbook should be addressed to the **Human Resources Specialist**.

I further understand that the consequence of failing to follow the policies set forth in this handbook may include disciplinary action, up to and including termination of my employment with the School.

In addition, I understand that this handbook is not a contract of any kind and that the School may change, delete, or add to any of the policies or practices described in the handbook in its sole discretion with or without prior notice to me.

Employee's Signature

Employee's Name (Print)

Date

Thomas A. Edison Charter School
Personnel Policy Manual Acknowledgement

I, _____, acknowledge that I have been provided a copy of the Thomas A. Edison Charter School Personnel Policy Manual. I understand that I am obligated to read and become familiar with its requirements. I understand that my questions or concerns about any aspect of the policies in the manual should be addressed to the **Human Resources Specialist**.

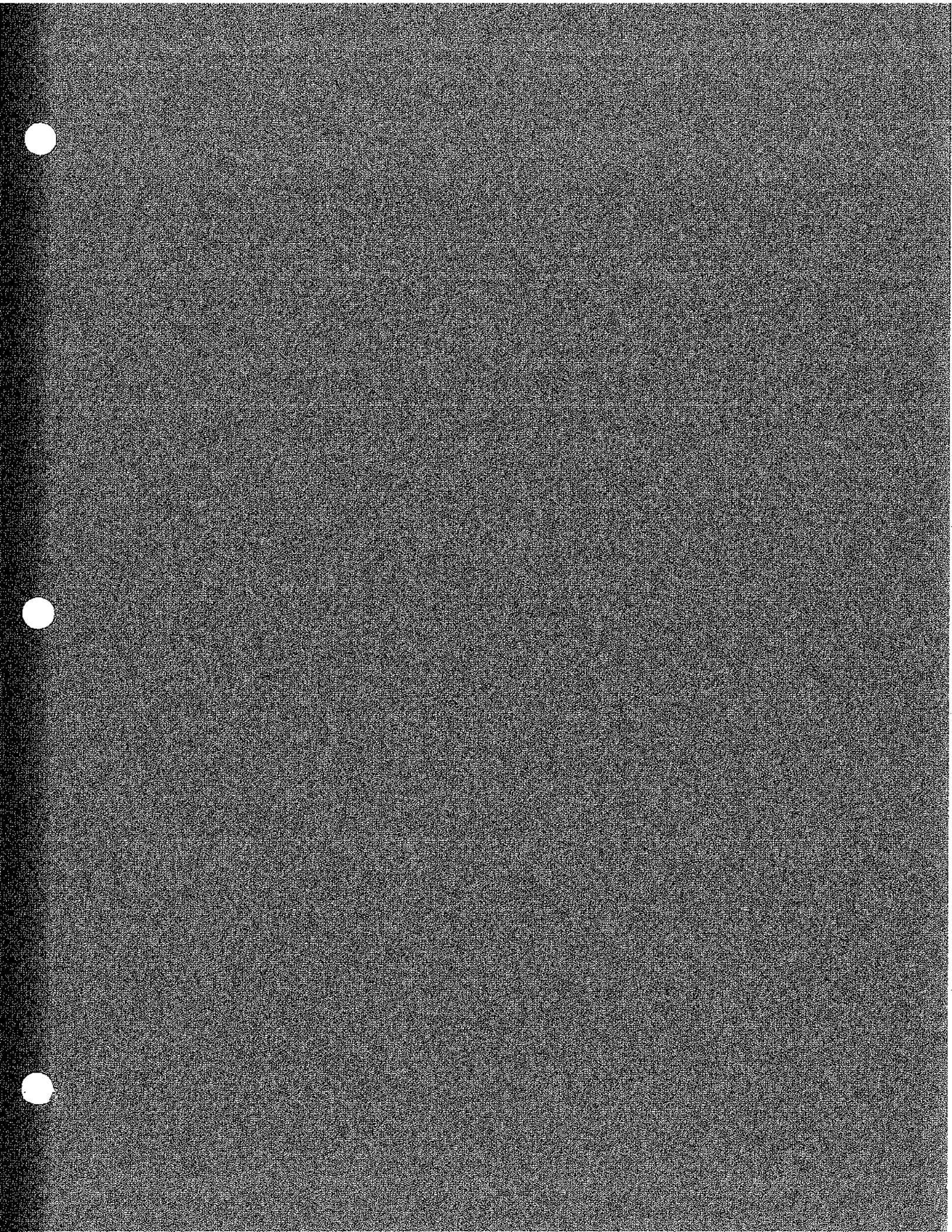
I further understand that the consequence of failing to follow the policies set forth in this manual may include disciplinary action, up to and including termination of my employment with the School.

In addition, I understand that this manual is not a contract of any kind and that the School may change, delete, or add to any of the policies or practices described in the manual in its sole discretion with or without prior notice to me.

Employee's Signature

Employee's Name (Print)

Date



RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

**STATE, LOCAL & LOANS REVENUE
OPERATING YEARS**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) State Appropriations	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030
b) School District Local Fund Transfers	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780
c) Construction Loans (4)	\$ -	\$ -	\$ -	\$ -	\$ -
d) Equipment Loans (5)	\$ -	\$ -	\$ -	\$ -	\$ -
e) Other Loans (6)	\$ -	\$ -	\$ -	\$ -	\$ -
STATE LOCAL & LOANS REVENUE	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(4) Include estimated terms and appropriate amortization schedule

(5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)

(6) Include estimated terms and definition of resource

STATE, LOCAL & LOANS EXPENSES
OPERATING YEARS

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FTE
a) Personnel Salaries (8)		\$ 1,595,804	\$ 1,595,804	\$ 1,595,804	\$ 1,595,804	\$ 1,595,804	37
b) Teachers		666,438	666,438	666,438	666,438	666,438	10
c) Principal/Administrative		45,250	45,250	45,250	45,250	45,250	1
d) Nurse		68,039	68,039	68,039	68,039	68,039	2
e) Clerical		-	-	-	-	-	-
f) Custodial		-	-	-	-	-	-
g) Substitutes		-	-	-	-	-	-
h) Other		416,905	416,905	416,905	416,905	416,905	10
							60
i) Other Employer Costs (9)							
j) Health Insurance (10)		534,080	534,080	534,080	534,080	534,080	37
k) Pension (11)		451,350	451,350	451,350	451,350	451,350	10
l) FICA (11)		175,446	175,446	175,446	175,446	175,446	1
m) Medicare (11)		41,032	41,032	41,032	41,032	41,032	2
n) Worker's Compensation (11)		45,277	45,277	45,277	45,277	45,277	2
o) Unemployment Insurance (11)		4,811	4,811	4,811	4,811	4,811	-
p) Other Benefits (12)		-	-	-	-	-	-
SUBTOTAL PERSONNEL		4,044,432	4,044,432	4,044,432	4,044,432	4,044,432	60

(8) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

(12) Provide description of benefit items not already accounted for on this page in "r" through "m"

STATE, LOCAL & LOANS EXPENSES (continued)
OPERATING YEARS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Student Support					
a) Transportation (13) \$	751,365	751,365	751,365	751,365	751,365
b) Cafeteria (14) \$	-	-	-	-	-
c) Extra Curricular \$	1,000	1,000	1,000	1,000	1,000
d) Supplies and Materials \$	104,387	104,387	104,387	104,387	104,387
e) Textbooks \$	110,000	110,000	110,000	110,000	110,000
f) Computers \$	153,693	153,693	153,693	153,693	153,693
g) Contracted Services (15) \$	869,773	869,773	869,773	869,773	869,773
h) Other (16) \$	26,000	26,000	26,000	26,000	26,000
SUBTOTAL STUDENT SUPPORT	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218
Operations and Maintenance of Facilities					
i) Insurance (Property/Liability) \$	50,000	50,000	50,000	50,000	50,000
j) Rent (17) \$	10,000	10,000	10,000	10,000	10,000
k) Mortgage (17) \$	292,922	292,922	292,922	292,922	292,922
l) Utilities \$	209,500	209,500	209,500	209,500	209,500
m) Maintenance \$	354,809	354,809	354,809	354,809	354,809
n) Telephone/Communications \$	3,024	3,024	3,024	3,024	3,024
o) Construction (17) \$	-	-	-	-	-
p) Renovation (17) \$	365,000	-	-	-	-
q) Other (18) \$	-	-	-	-	-
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	\$ 1,285,255	\$ 920,255	\$ 920,255	\$ 920,255	\$ 920,255

(13) Provide details of how amount calculated and in include intended transportation contract if available
(14) Provide details of how amount calculated and include intended food service contract if available
(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
(16) Itemize all other student support not already accounted for on this page in "a" through "g"
(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

STATE, LOCAL & LOANS EXPENSES (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Administrative/Operations Support (19)					
Equipment Lease/Maintenance	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Equipment Purchase	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Supplies and Materials	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500
Printing and Copying	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Postage and Shipping	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500
Other (20)	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500
Management Company (21)					
Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL MANAGEMENT COMPANY	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency Reserve (23)	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356
Contingency Minimum Check	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

STATE, LOCAL & LOANS EXPENSES SUBTOTAL

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
Personnel	\$ 4,044,432	\$ 4,044,432	\$ 4,044,432	\$ 4,044,432	\$ 4,044,432
Student Support	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218	\$ 2,016,218
Operations and Maintenance of Facilities	\$ 1,285,255	\$ 920,255	\$ 920,255	\$ 920,255	\$ 920,255
Administrative/Operations	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500
Management Company	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency Reserve	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356	\$ 154,356
STATE, LOCAL & LOANS TOTAL EXPENSES	\$ 7,697,761	\$ 7,332,761	\$ 7,332,761	\$ 7,332,761	\$ 7,332,761

STATE, LOCAL & LOANS EXPENSES AND REVENUE

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
STATE, LOCAL & LOANS TOTAL EXPENSES (from page 4)	\$ 7,697,761	\$ 7,332,761	\$ 7,332,761	\$ 7,332,761	\$ 7,332,761
STATE, LOCAL & LOANS TOTAL REVENUE (from page 1)	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810	\$ 7,717,810
DIFFERENCE	\$ 20,049	\$ 385,049	\$ 385,049	\$ 385,049	\$ 385,049

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

	FEDERAL REVENUE				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Charter School Federal Funds (2)	\$ -	\$ -	\$ -	\$ -	\$ -
b) Other Federal Funds (3)	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959
FEDERAL TOTAL REVENUE	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959

- (1) Refer to the instructions that pertain to the application packet for approval to renew a charter school
- (2) Charter School Federal Funds are federal start-up and/or dissemination funds
- (3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list

**FEDERAL EXPENSES
OPERATING YEARS**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
	FTE	FTE	FTE	FTE	FTE	FTE
	17	17	17	17	17	17
Personnel Salaries (8)						
a) Teachers \$		654,072	654,072	654,072	654,072	654,072
b) Principal/Administrative \$		-	-	-	-	-
c) Nurse \$		-	-	-	-	-
d) Clerical \$		-	-	-	-	-
e) Custodial \$		-	-	-	-	-
f) Substitutes \$		-	-	-	-	-
g) Other \$		62,000	62,000	62,000	62,000	62,000
		2	2	2	2	2
		19	19	19	19	19
Other Employer Costs (9)						
h) Health Insurance (10) \$		154,859	154,859	154,859	154,859	154,859
i) Pension (11) \$		113,468	113,468	113,468	113,468	113,468
j) FICA (11) \$		44,106	44,106	44,106	44,106	44,106
k) Medicare (11) \$		10,315	10,315	10,315	10,315	10,315
l) Worker's Compensation (11) \$		9,086	9,086	9,086	9,086	9,086
m) Unemployment Insurance (11) \$		1,209	1,209	1,209	1,209	1,209
n) Other Benefits (12) \$		-	-	-	-	-
		154,859	154,859	154,859	154,859	154,859
		113,468	113,468	113,468	113,468	113,468
		44,106	44,106	44,106	44,106	44,106
		10,315	10,315	10,315	10,315	10,315
		9,086	9,086	9,086	9,086	9,086
		1,209	1,209	1,209	1,209	1,209
		-	-	-	-	-
SUBTOTAL PERSONNEL		\$ 1,049,115	\$ 1,049,115	\$ 1,049,115	\$ 1,049,115	\$ 1,049,115

(8) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

(12) Provide description of benefit items not already accounted for on this page in "h" through "n"

FEDERAL EXPENSES (continued)

OPERATING YEARS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
Student Support					
a) Transportation (13) \$	-	\$	-	-	\$
b) Cafeteria (14) \$	378,844	378,844	378,844	378,844	378,844
c) Extra Curricular \$	-	-	-	-	-
d) Supplies and Materials \$	-	-	-	-	-
e) Textbooks \$	-	-	-	-	-
f) Computers \$	-	-	-	-	-
g) Contracted Services (15) \$	-	-	-	-	-
h) Other (16) \$	-	-	-	-	-
SUBTOTAL STUDENT SUPPORT	\$ 378,844	\$ 378,844	\$ 378,844	\$ 378,844	\$ 378,844
Operations and Maintenance of Facilities					
i) Insurance (Property/Liability) \$	-	-	-	-	-
j) Rent (17) \$	-	-	-	-	-
k) Mortgage (17) \$	-	-	-	-	-
l) Utilities \$	-	-	-	-	-
m) Maintenance \$	-	-	-	-	-
n) Telephone/Communications \$	-	-	-	-	-
o) Construction (17) \$	-	-	-	-	-
p) Renovation (17) \$	-	-	-	-	-
q) Other (18) \$	-	-	-	-	-
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	\$ -	\$ -	\$ -	\$ -	\$ -

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "f" through "p"

FEDERAL EXPENSES (continued)

OPERATING YEARS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
Administrative/Operations Support (19)					
Equipment Lease/Maintenance	\$	\$	\$	\$	\$
Equipment Purchase	\$	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$	\$
Printing and Copying	\$	\$	\$	\$	\$
Postage and Shipping	\$	\$	\$	\$	\$
Other (20)	\$	\$	\$	\$	\$
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	\$	\$	\$	\$	\$
Management Company (21)					
Fees	\$	\$	\$	\$	\$
Salaries/Other Employee Costs	\$	\$	\$	\$	\$
Curriculum	\$	\$	\$	\$	\$
Accounting and Payroll	\$	\$	\$	\$	\$
Other (22)	\$	\$	\$	\$	\$
SUBTOTAL MANAGEMENT COMPANY	\$	\$	\$	\$	\$
Contingency Reserve (23)					
Contingency Minimum Check	\$	\$	\$	\$	\$
	28,559	28,559	28,559	28,559	28,559

(19) Provide intended contractual arrangements to include costs

(20) Identify and itemize all not previously accounted for on this page in "a" through "e"

(21) Identify and itemize terms of all intended contracts

(22) Identify and itemize all not previously accounted for on this page in "g" through "i"

(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FEDERAL EXPENSES SUBTOTAL					
Personnel	\$ 1,049,115	\$ 1,049,115	\$ 1,049,115	\$ 1,049,115	\$ 1,049,115
Student Support	\$ 378,844	\$ 378,844	\$ 378,844	\$ 378,844	\$ 378,844
Operations and Maintenance of Facilities	-	-	-	-	-
Administrative/Operations	-	-	-	-	-
Management Company	-	-	-	-	-
Contingency Reserve	-	-	-	-	-
FEDERAL TOTAL EXPENSES	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FEDERAL EXPENSES AND REVENUE					
FEDERAL TOTAL EXPENSES (from page 4)	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959
FEDERAL TOTAL REVENUE (from page 1)	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959
DIFFERENCE	\$ -	\$ -	\$ -	\$ -	\$ -

RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

		OTHER REVENUE				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a) Other (7)	\$	60,400	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400
OTHER TOTAL REVENUE	\$	60,400	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(7) Must include specifics of definition and terms of other resources *not* already accounted for on other revenue pages "State Local & Loans" and "Federal"

**OTHER EXPENSES
OPERATING YEARS**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel Salaries (6)					
a) Teachers \$					
b) Principal/Administrative \$					
c) Nurse \$					
d) Clerical \$					
e) Custodial \$					
f) Substitutes \$					
g) Other \$					
	37,620	37,620	37,620	37,620	37,620
Other Employer Costs (9)					
h) Health Insurance (10) \$					
i) Pension (11) \$					
j) FICA (11) \$					
k) Medicare (11) \$					
l) Worker's Compensation (11) \$					
m) Unemployment Insurance (11) \$					
n) Other Benefits (12) \$					
	49,460	49,460	49,460	49,460	49,460
SUBTOTAL PERSONNEL	87,080	87,080	87,080	87,080	87,080

(6) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, workers compensation and unemployment insurances

(12) Provide description of benefit items not already accounted for on this page in "h" through "n"

OTHER EXPENSES (continued)
OPERATING YEARS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
Student Support					
a) Transportation (13)	\$	\$	\$	\$	\$
b) Cafeteria (14)	\$	\$	\$	\$	\$
c) Extra Curricular	\$	\$	\$	\$	\$
d) Supplies and Materials	\$	\$	\$	\$	\$
e) Textbooks	\$	\$	\$	\$	\$
f) Computers	\$	\$	\$	\$	\$
g) Contracted Services (15)	\$	\$	\$	\$	\$
h) Other (16)	\$	\$	\$	\$	\$
SUBTOTAL STUDENT SUPPORT	\$	\$	\$	\$	\$
Operations and Maintenance of Facilities					
i) Insurance (Property/Liability)	\$	\$	\$	\$	\$
j) Rent (17)	\$	\$	\$	\$	\$
k) Mortgage (17)	\$	\$	\$	\$	\$
l) Utilities	\$	\$	\$	\$	\$
m) Maintenance	\$	\$	\$	\$	\$
n) Telephone/Communications	\$	\$	\$	\$	\$
o) Construction (17)	\$	\$	\$	\$	\$
p) Renovation (17)	\$	\$	\$	\$	\$
q) Other (18)	\$	\$	\$	\$	\$
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	\$	\$	\$	\$	\$

- (13) Provide details of how amount calculated and include intended transportation contract if available
- (14) Provide details of how amount calculated and include intended food service contract if available
- (15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)
- (16) Itemize all other student support not already accounted for on this page in "a" through "g"
- (17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion
- (18) Identify and itemize all not previously accounted for on this page in "i" through "p"

OTHER EXPENSES (continued)

	OPERATING YEARS				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Administrative/Operations Support (19)					
Equipment Lease/Maintenance	\$	\$	\$	\$	\$
Equipment Purchase	\$	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$	\$
Printing and Copying	\$	\$	\$	\$	\$
Postage and Shipping	\$	\$	\$	\$	\$
Other (20)	\$	\$	\$	\$	\$
SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	\$	\$	\$	\$	\$
Management Company (21)					
Fees	\$	\$	\$	\$	\$
Salaries/Other Employee Costs	\$	\$	\$	\$	\$
Curriculum	\$	\$	\$	\$	\$
Accounting and Payroll	\$	\$	\$	\$	\$
Other (22)	\$	\$	\$	\$	\$
SUBTOTAL MANAGEMENT COMPANY	\$	\$	\$	\$	\$
Contingency Reserve (23)	\$	\$	\$	\$	\$
Contingency Minimum Check	\$	\$	\$	\$	\$

(19) Provide intended contractual arrangements to include costs
(20) Identify and itemize all not previously accounted for on this page in "a" through "e"
(21) Identify and itemize terms of all intended contracts
(22) Identify and itemize all not previously accounted for on this page in "g" through "j"
(23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year, if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

OTHER EXPENSES SUBTOTAL

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
Personnel \$	49,460	49,460	49,460	49,460	49,460
Student Support \$	-	-	-	-	-
Operations and Maintenance of Facilities \$	-	-	-	-	-
Administrative/Operations \$	-	-	-	-	-
Management Company \$	-	-	-	-	-
Contingency Reserve \$	1,208	1,208	1,208	1,208	1,208
OTHER TOTAL EXPENSES	\$ 50,668	\$ 50,668	\$ 50,668	\$ 50,668	\$ 50,668

OTHER EXPENSES AND REVENUE

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	\$	\$	\$	\$	\$
OTHER TOTAL EXPENSES (from page 4)	\$ 50,668	\$ 50,668	\$ 50,668	\$ 50,668	\$ 50,668
OTHER TOTAL REVENUE (from page 1)	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400
DIFFERENCE	\$ 9,732	\$ 9,732	\$ 9,732	\$ 9,732	\$ 9,732

SUMMARY FOR RENEWAL CHARTER SCHOOL APPLICATION BUDGET WORKSHEETS (1)

		REVENUE SUMMARY				
		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
a)	State Appropriations	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030	\$ 5,125,030
b)	School District Local Fund Transfers	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780	\$ 2,592,780
c)	Charter School Federal Funds (2)	\$ -	\$ -	\$ -	\$ -	\$ -
d)	Other Federal Funds (3)	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959	\$ 1,427,959
e)	Construction Loans (4)	\$ -	\$ -	\$ -	\$ -	\$ -
f)	Equipment Loans (5)	\$ -	\$ -	\$ -	\$ -	\$ -
g)	Other Loans (6)	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Other (7)	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400	\$ 60,400
	TOTAL REVENUE	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169

(1) Refer to the instructions that pertain to the application packet for approval to renew a charter school

(2) Charter School Federal Funds are federal start-up and/or dissemination funds

(3) Other Federal Funds include but are not limited to Title I through Title VII; contact the Education Associate for Federal Funds for a current and complete list

(4) Include estimated terms and appropriate amortization schedule

(5) Include terms for each intended contract (ex. Furniture, computers, copiers, etc.)

(6) Include estimated terms and definition of resource

(7) Must include specifics of definition and terms of other resources not already accounted for on this page in "a" through "g"

**EXPENSE SUMMARY
OPERATING YEARS**

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FTE
Personnel Salaries (\$)							
a) Teachers	\$	2,249,876	2,249,876	2,249,876	2,249,876	2,249,876	54
b) Principal/Administrative	\$	666,438	666,438	666,438	666,438	666,438	10
c) Nurse	\$	45,250	45,250	45,250	45,250	45,250	1
d) Clerical	\$	68,039	68,039	68,039	68,039	68,039	2
e) Custodial	\$	-	-	-	-	-	0
f) Substitutes	\$	-	-	-	-	-	0
g) Other	\$	516,525	516,525	516,525	516,525	516,525	12
							79
Other Employer Costs (\$)							
h) Health Insurance (10)	\$	688,939	688,939	688,939	688,939	688,939	
i) Pension (11)	\$	570,818	570,818	570,818	570,818	570,818	
j) FICA (11)	\$	221,884	221,884	221,884	221,884	221,884	
k) Medicare (11)	\$	51,892	51,892	51,892	51,892	51,892	
l) Worker's Compensation (11)	\$	57,261	57,261	57,261	57,261	57,261	
m) Unemployment Insurance (11)	\$	6,084	6,084	6,084	6,084	6,084	
n) Other Benefits (12)	\$	-	-	-	-	-	
SUBTOTAL PERSONNEL	\$	5,143,007	5,143,007	5,143,007	5,143,007	5,143,007	79

(8) Provide detail showing how personnel salary amounts and FTE are calculated

(9) Include Other Employer Costs for all employees listed in all categories of state, federal and local salaries

(10) Include projected annual health insurance expenses for all employees paid from state, federal and local sources; contact the Education Associate for School State Funds for the most current state health insurance average for new charter applicants

(11) Contact the Education Associate for School State Funds for the most current rates for pension, FICA, medicare, worker's compensation and unemployment insurance

(12) Provide description of benefit items not already accounted for on this page in "i" through "n"

EXPENSE SUMMARY (continued)
OPERATING YEARS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Student Support					
a) Transportation (13) \$	751,365	751,365	751,365	751,365	751,365
b) Cafeteria (14) \$	378,844	378,844	378,844	378,844	378,844
c) Extra Curricular \$	1,000	1,000	1,000	1,000	1,000
d) Supplies and Materials \$	104,387	104,387	104,387	104,387	104,387
e) Textbooks \$	110,000	110,000	110,000	110,000	110,000
f) Computers \$	153,693	153,693	153,693	153,693	153,693
g) Contracted Services (15) \$	869,773	869,773	869,773	869,773	869,773
h) Other (16) \$	26,000	26,000	26,000	26,000	26,000
SUBTOTAL STUDENT SUPPORT	2,395,062	2,395,062	2,395,062	2,395,062	2,395,062
Operations and Maintenance of Facilities					
i) Insurance (Property/Liability) \$	50,000	50,000	50,000	50,000	50,000
j) Rent (17) \$	10,000	10,000	10,000	10,000	10,000
k) Mortgage (17) \$	292,922	292,922	292,922	292,922	292,922
l) Utilities \$	209,500	209,500	209,500	209,500	209,500
m) Maintenance \$	354,809	354,809	354,809	354,809	354,809
n) Telephone/Communications \$	3,024	3,024	3,024	3,024	3,024
o) Construction (17) \$	-	-	-	-	-
p) Renovation (17) \$	365,000	-	-	-	-
q) Other (18) \$	-	-	-	-	-
SUBTOTAL OPERATIONS AND MAINTENANCE OF FACILITIES	1,285,255	920,255	920,255	920,255	920,255

(13) Provide details of how amount calculated and in include intended transportation contract if available

(14) Provide details of how amount calculated and include intended food service contract if available

(15) Itemize all contracted services (ex. Speech, psychologists, other special education services, and any other service contracts)

(16) Itemize all other student support not already accounted for on this page in "a" through "g"

(17) Provide terms of intended contractual arrangement and detail of intended structural and renovation changes to include timeline of completion

(18) Identify and itemize all not previously accounted for on this page in "i" through "p"

EXPENSE SUMMARY (continued)

		OPERATING YEARS				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		\$	\$	\$	\$	\$
	Administrative/Operations Support (19)					
a)	Equipment Lease/Maintenance	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
b)	Equipment Purchase	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
c)	Supplies and Materials	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500	\$ 39,500
d)	Printing and Copying	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
e)	Postage and Shipping	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500
f)	Other (20)	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500
	SUBTOTAL ADMINISTRATIVE/OPERATIONS SUPPORT	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500
	Management Company (21)					
g)	Fees	\$ -	\$ -	\$ -	\$ -	\$ -
h)	Salaries/Other Employee Costs	\$ -	\$ -	\$ -	\$ -	\$ -
i)	Curriculum	\$ -	\$ -	\$ -	\$ -	\$ -
j)	Accounting and Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
k)	Other (22)	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL MANAGEMENT COMPANY	\$ -	\$ -	\$ -	\$ -	\$ -
	Contingency Reserve (23)	\$ 155,564	\$ 155,564	\$ 155,564	\$ 155,564	\$ 155,564
	Contingency Minimum Check	\$ 184,123	\$ 184,123	\$ 184,123	\$ 184,123	\$ 184,123

- (19) Provide intended contractual arrangements to include costs
 (20) Identify and itemize all not previously accounted for on this page in "a" through "e"
 (21) Identify and itemize terms of all intended contracts
 (22) Identify and itemize all not previously accounted for on this page in "g" through "j"
 (23) Regulation 275 requires a minimum 2% (of total revenue) contingency reserve in the budget each year; if amount listed in contingency reserve is less than the contingency minimum check amount; provide itemized detail and calculations showing how contingency minimum will be met

EXPENSE SUMMARY SUBTOTAL					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
Personnel	\$ 5,143,007	\$ 5,143,007	\$ 5,143,007	\$ 5,143,007	\$ 5,143,007
Student Support	\$ 2,395,062	\$ 2,395,062	\$ 2,395,062	\$ 2,395,062	\$ 2,395,062
Operations and Maintenance of Facilities	\$ 1,285,255	\$ 920,255	\$ 920,255	\$ 920,255	\$ 920,255
Administrative/Operations Management Company	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500	\$ 197,500
Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 155,564	\$ 155,564	\$ 155,564	\$ 155,564	\$ 155,564
GRAND TOTAL ALL EXPENSES	\$ 9,176,388	\$ 8,811,388	\$ 8,811,388	\$ 8,811,388	\$ 8,811,388

EXPENSE AND REVENUE SUMMARY					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	\$	\$	\$	\$	\$
EXPENSE SUMMARY	\$ 9,176,388	\$ 8,811,388	\$ 8,811,388	\$ 8,811,388	\$ 8,811,388
REVENUE SUMMARY	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169	\$ 9,206,169
DIFFERENCE	\$ 29,781	\$ 394,781	\$ 394,781	\$ 394,781	\$ 394,781

State, Local and Loans Revenue

All Years Revenue

- a) State Appropriations are 3.00% increase over FY07 state appropriations
- b) School District Local Fund Transfers are 3.00% increase over FY07 local fund transfers

Personnel

Schedule attached

Other Employer Costs

As above.

Student Support

13 Transportation cost was determined using the school's FY08 transportation contract. Contract is attached.

14 Food Service cost was determined using the school's FY08 projections, based on prior year results. Contract is attached.

15 Contracted Services Itemization Includes:

	Year 1	Year 2	Year 3	Year 4	Year 5
Substitute Teachers	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000
Professional Development	\$ 49,600	\$ 49,600	\$ 49,600	\$ 49,600	\$ 49,600
Pupil Special Services (total of italics)	\$ 120,150	\$ 120,150	\$ 120,150	\$ 120,150	\$ 120,150
<i>Allied</i>	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
<i>PTS</i>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<i>Alternative Connections</i>	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000
<i>Personal Wellness</i>	\$ 13,050	\$ 13,050	\$ 13,050	\$ 13,050	\$ 13,050
<i>Contracted Nursing Services</i>	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
Benchmark Assessments	\$ 6,843	\$ 6,843	\$ 6,843	\$ 6,843	\$ 6,843
SpEd PD	\$ 11,200	\$ 11,200	\$ 11,200	\$ 11,200	\$ 11,200
Admin Support	\$ 52,500	\$ 52,500	\$ 52,500	\$ 52,500	\$ 52,500
Renaissance School Services	\$ 512,980	\$ 512,980	\$ 512,980	\$ 512,980	\$ 512,980
Total	\$ 869,773	\$ 869,773	\$ 869,773	\$ 869,773	\$ 869,773

16 Student Support Other includes:

	Year 1	Year 2	Year 3	Year 4	Year 5
Instructional Equipment	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Field Trips	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
Fundraising Expenses	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Total	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000

Operations and Maintenance of Facilities

17 The School has a mortgage with annual payments of \$292,922

The School rents its current facility for a variable sum, the maximum expense of which is \$10,000, the number included in the budgets

18 Operations and Maintenance of Facilities Other includes:

	Year 1	Year 2	Year 3	Year 4	Year 5
Renovation	\$ 365,000	\$ -	\$ -	\$ -	\$ -
Total	\$ 365,000	\$ -	\$ -	\$ -	\$ -

The School intends to upgrade its bathroom facilities during the summer of 2008, for a cost of approximately \$365,000.

Administrative/Operations Support

20 Administration/Operations Other includes:

	Year 1	Year 2	Year 3	Year 4	Year 5
Teacher HQT Preparation	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Nursing Supplies	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Parental Involvement (Title I)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
SSM Discretionary Expense	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Professional Development Technology	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Advertising	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Professional Development Administration	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Principals' Discretionary Fund	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Charter Board Admin Expense	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Audit Fees	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Total	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500	\$ 78,500

Federal

Federal Revenue

b) All federal revenue is based on the 08 Grant plus federal meal program reimbursements

23) Contingency on federal funds will be met through operating reserves in state and local and other funds

Other

Other Revenue

7 Other Revenue includes:

	Year 1	Year 2	Year 3	Year 4	Year 5
Food Service	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400
Interest	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Fundraisers	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000
Total	\$	60,400	\$	60,400	\$	60,400	\$	60,400	\$	60,400

Additional Comment:

We would like to note for the reviewers that, in addition to the information presented on these worksheets, the Thomas A. Edison Charter School expects to show a positive fund balance on June 30, 2007 of \$1,650,000

Bold Green is state and local teachers	1,595,804
Bold Orange is state and local P&A	666,438
Bold Black is state and local nurse	45,250
Bold Purple is state and local clerical	68,039
Bold Red is state and local other (Paras, Summer Enrich, Stipends and Bonus Pool)	416,905
Bold Blue is federal teach	654,072
Bold Aqua is fed other	62,000
Bold Grey is other other (food service PT)	37,620

Health for fed	154,859
Pension for fed	113,468
FICA for fed	44,106
Medicare for fed	10,315
Worker's Comp for fed	9,086
Unemploy Ins. For fed	1,209

Health for state	513,932
Pension for state	440,018
FICA for state	171,041
Medicare for state	40,002
Worker's Comp for state	44,140
Unemploy. Ins. For state	4,690

Health for other	
Pension for other	6,000
FICA for other	2,332
Medicare for other	545
Worker's Comp for other	2,898
Unemploy. Ins. For other	64

Wellington											
Nurse	42,000	5,657.34	6,699.00	2,604.00	609.00	672.00	71.40	16,312.74	58,312.74		
Badia	33,000	8,533.67	5,589.68	2,172.79	508.15	560.72	59.58	17,424.59	52,474.59		
Reeves	45,000	14,517.50	5,263.50	2,046.00	478.50	528.00	56.10	22,889.60	55,889.60		
Giles	46,000	14,517.50	7,177.50	2,790.00	652.50	720.00	76.50	25,934.00	70,934.00		
Belcher	32,400	5,657.34	7,337.00	2,852.00	667.00	736.00	78.20	17,327.54	63,327.54		
Watson	37,500	5,657.34	5,742.00	2,232.00	522.00	576.00	61.20	14,790.54	47,190.54		
Yates	55,000	8,533.67	5,981.25	2,325.00	543.75	600.00	63.75	18,047.42	55,547.42		
Ogden	75,000	14,517.50	8,772.50	3,410.00	797.50	880.00	93.50	28,471.00	83,471.00		
Williams, C	34,000	8,533.67	11,962.50	4,650.00	1,087.50	1,200.00	127.50	27,561.17	102,561.17		
	2,068,159.00	0.00	5,423.00	2,108.00	493.00	544.00	57.80	8,625.80	42,625.80		
		386,586.51	330,735.69	128,561.84	30,066.88	33,177.25	3,525.08	912,653.25	2,980,812.25		

Summer Enrich											
	35,000.00	0	5,582.50	2,170.00	507.50	560.00	59.50	8,879.50	43,879.50		
	35,000.00	0.00	5,582.50	2,170.00	507.50	560.00	59.50	8,879.50	43,879.50		

Stipends											
Stipends	25,000.00	0	3,987.50	1,550.00	362.50	400.00	42.50	6,342.50	31,342.50		
Tutoring	15,000.00 H	0	2,392.50	930.00	217.50	240.00	25.50	3,805.50	18,805.50		
	40,000.00	0.00	6,380.00	2,480.00	580.00	640.00	68.00	10,148.00	50,148.00		

PD Stipends											
	5,000.00	0	797.50	310.00	72.50	80.00	8.50	1,268.50	6,268.50		
	5,000.00	0.00	797.50	310.00	72.50	80.00	8.50	1,268.50	6,268.50		

Spec ED											
Jareka	56,000	8,533.67	8,932.00	3,472.00	812.00	896.00	95.20	22,740.87	78,740.87		
Galloway	50,667	8,533.67	8,081.39	3,141.35	734.67	810.67	86.13	21,387.89	72,054.89		
Harvis	54,000	14,517.50	8,613.00	3,348.00	783.00	864.00	91.80	28,217.30	82,217.30		
McNair	42,200	14,517.50	6,730.90	2,616.40	611.90	675.20	71.74	25,223.64	67,423.64		
Meadows	36,000	0.00	5,742.00	2,232.00	522.00	576.00	61.20	9,133.20	45,133.20		
Newton	37,800	8,533.67	5,742.00	2,232.00	522.00	576.00	61.20	17,666.87	55,466.87		
Qualies	37,000 25K	8,533.67	5,742.00	2,232.00	522.00	576.00	61.20	17,666.87	54,666.87		
Goodson	35,050	11,614.33	5,580.48	2,173.10	508.23	560.80	59.59	20,506.52	55,556.52		
Burton	25,000	11,614.33	3,987.50	1,550.00	362.50	400.00	42.50	17,956.83	42,956.83		
	373,717	86,398.34	59,161.26	22,996.85	5,378.30	5,934.67	630.56	180,489.98	554,216.98		

SPM											
Nurse	45,250	14,517.50	7,217.38	2,805.50	656.13	724.00	76.93	25,997.43	71,247.43		
Counselor	46,420	14,517.50	7,403.99	2,878.04	673.09	742.72	78.91	26,294.25	72,714.25		
SSM	48,000	8,533.67	7,656.00	2,976.00	696.00	768.00	81.60	20,711.27	68,711.27		
	139,670	37,568.67	22,277.37	8,659.54	2,025.22	2,234.72	237.44	73,002.95	212,672.95		

Insurance

J. Insurance

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

Insurance: (Attachment #) is a copy of the required Certificate of Liability Insurance issued by American Home Insurance, National Union Fire Insurance Company of Pittsburgh, and Clarendon National Insurance Company.

Selective Insurance	Amount
Accounts Receivable	\$75,000
Broadened Water	\$100,000 or limit of Ins. Whichever is less
Broadened Water-Loss of Income Planned Event and Tuition Fees	\$100,00
Claims Data Expense	\$25,000
Extra Expense	\$250,000
Fine Arts	\$25,000
Fire Extinguisher Recharge Expense	\$25,000
Food Contamination Shutdown-Planned Events	\$10,000
Lock Replacement Coverage	\$1,000
Loss Income-Planned Events	Actual Loss you sustain
Loss Reduction Rewards	10% of loss or \$25,000
Money, Securities, and Stamps, Inside and out	\$15,000
Newly Acquired or Constructed Property: Building	\$1,000,000
Business Personal Property	\$500,000
Non-Owned Detached Trailers	\$5,000
Demolition Cost	\$500,000
Increased Cost of Construction	\$500,000
Outdoor Fences	\$100,000
Outdoor Signs	\$100,000
Outdoor Trees, Shrubs, and Plants	\$10,000 Per Occurrence/\$100,000 Aggregate
Personal Effects and Personal Property of Others	\$10,000
Pollutant Cleanup and Removal	\$25,000
Pollutant Cleanup and	\$10,000

Removal-Planned Events	
Premises Extension Property	1,000 feet
Property Off-Premises	\$100,000
Refrigerated Property	\$25,000
Roof Protection	\$1,000
Specified Appurtenant Structure	
Public Use	\$100,000
Your Use	\$10,000
Content	\$1,000
Transportation	\$50,000
Tuition and Fees	\$20,000
Utility Services-Direct Damage	\$50,000
Utility Services-Planned Events	\$25,000
Valuable Papers and Records-Cost of Research	\$100,000
Voluntary Parting by Trick, Scheme or Device	Covered

Insurance

	FY06	FY07	FY08 Policy	FY08 Budget
Cost	\$ 70,451	\$ 49,421	\$ 45,596	\$ 50,000
Tuition fees		\$ 1,000,000	\$ 1,000,000	
Building coverage	\$ 8,632,000	\$ 13,225,000	\$ 13,754,000	
Personal Property	\$ 542,124	\$ 936,500	\$ 973,960	
Electronic Equipment	\$ 743,886	\$ 325,000	\$ 325,000	
Flood	\$ 500,000	\$ 500,000	\$ 500,000	
Earthquake	\$ -	\$ -		
Commercial Liability	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	
Umbrella		\$ 1,000,000	\$ 1,000,000	
Student Accident Ins.		\$ 25,000	\$ 25,000	
Sexual Misconduct		\$ 1,000,000	\$ 1,000,000	
School's payroll				
# of students		825	842	

Previous Policy Number
S 1776944

Policy Number
S 1776944

**COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS
BUSINESS COMPUTER COVERAGE**

Policy Effective Date: JUNE 30, 2007

Coverage Effective Date: JUNE 30, 2007

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. Property At Named Premises	EQUIPMENT	MEDIA	EXTRA EXPENSE
Loc. No. 1 Bldg. No. 1	\$250,000	NOT COVERED	\$25,000
B. Property At Any Unnamed Premises	\$25,000.	\$0.	\$2,500.
C. Property In Transit	\$25,000.	\$0.	NOT COVERED
D. All Covered Property At All Locations	\$275,000.		

DEDUCTIBLE

The Deductible amount is \$500. unless otherwise stated \$10,000

RATES & PREMIUM

Premium for this Coverage Form \$556.00
Annual Rate for this Coverage Form VARIOUS

SPECIAL PROVISIONS (If Any)

NONE

2000015 1776944813



ELITEPAC
Extensions of Coverage
Schools

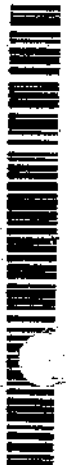
COMMERCIAL PROPERTY
CP 75 99 05 07

SUMMARY OF COVERAGE AND INDEX

This is a summary of the various coverages and causes of loss provided by this endorsement. No coverage is provided by this summary. Only the provisions of Section I. and II. determine the scope of your insurance protection.

Description		Page
Accounts Receivable	\$75,000	4
Broadened Water - Direct Damage	\$100,000 or Limit Of Ins. Whichever Is Less	4
Broadened Water - Loss of Income Planned Events and Tuition Fees	\$100,000	4
Claim Data Expense	\$25,000	4
Communication Equipment, Computers and Media Deductible	\$75,000	5
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Disappearing Deductible	Included	13
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Food Contamination Shutdown - Planned Events	\$10,000	7
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Loss of Income - Planned Events	Actual Loss You Sustain	7
Loss Reduction Rewards	10% of loss or \$25,000	7
Money, Securities and Stamps		
Inside	\$7,500	8
Outside	\$7,500	8
Newly Acquired or Constructed Property		
Building	\$1,000,000	8
Business Personal Property	\$500,000	8
Non-Owned Detached Trailers	\$5,000	8

2000085 1776944764



Previous Policy Number
S 1776944

Policy Number
S 1776944

SELECTIVE WAY INSURANCE COMPANY
WANTAGE AVENUE, BRANCHVILLE, NJ 07890

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

Item One - Name of Insured & Mailing Address SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	Policy Period From: JUNE 30, 2007 To: JUNE 30, 2008 12:01 A.M., Standard Time At The Insured's Mailing Address.
--	---

Producer: SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025	Producer Number: 00-04870-00000
---	---

Named Insured is: ASSN/LABOR/RE

Business of the Named Insured: CHARTER SCHOOL

Limits Of Insurance	
Occurrence Limit \$5,000,000.00	Aggregate Limit \$5,000,000.00
Self Retained Limit: \$.00	

Schedule of Underlying Insurance and Limits

Standard Employers Liability or Stop-Gap Employers Liability Policy	Policy No.
Company	
Policy Period	Employers Liability Each Accident
From:	Disease Each Employee
To:	Disease Each Policy

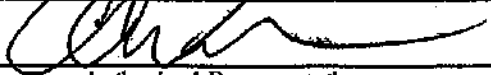
Commercial General Liability Policy	Policy No.	S 177694401
Company	Selective Way Insurance C	
Policy Period	General Aggregate	\$2,000,000
From: JUNE 30, 2007	Products-Completed Operations	\$2,000,000
To: JUNE 30, 2008	Personal and Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000

Automobile Liability Policy	Policy No.	S 177694401
Company	Selective Way Insurance C	
Policy Period	Bodily Injury and Property	
From: JUNE 30, 2007	Damage Combined Each Accident	\$1,000,000
To: JUNE 30, 2008		

Premium Schedule:				
Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium	Estimated Premium Due

In the event of cancellation by the Named Insured we will receive and retain not less than \$250.00 as the Policy Minimum Premium.

Forms and Endorsements: SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035

JUNE 28, 2007 Issue Date	MID ATLANTIC REGION Issuing Office	 Authorized Representative
-----------------------------	---------------------------------------	--

2000085 177694426



Previous Policy Number
S 1776944

Policy Number
S 1776944

COMMERCIAL CRIME COVERAGE DECLARATION

Policy Effective Date: JUNE 30, 2007 | Coverage Effective Date: JUNE 30, 2007

Business of Named Insured: CHARTER SCHOOL

Insurance is provided only for those coverages which are shown in the following coverage schedule:

Coverage Schedule

Coverage Form	Coverage	Limit	Deductible
---------------	----------	-------	------------

	EMPLOYEE THEFT -BLANKET	\$100,000	\$500
--	-------------------------	-----------	-------

20000FS 1776944817



Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Previous Policy Number
S 1776944

Policy Number
S 1776944

**COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS
BUSINESS COMPUTER COVERAGE**

Policy Effective Date: JUNE 30, 2007 Coverage Effective Date: JUNE 30, 2007

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

SCHEDULE

LIMITS OF INSURANCE

A. Property At Named Premises	EQUIPMENT	MEDIA	EXTRA EXPENSE
Loc. No. Bldg. No. 1 1	\$250,000	NOT COVERED	\$25,000
B. Property At Any Unnamed Premises	\$25,000.	\$0.	\$2,500.
C. Property In Transit	\$25,000.	\$0.	NOT COVERED
D. All Covered Property At All Locations	\$275,000.		

DEDUCTIBLE

The Deductible amount is \$500. unless otherwise stated \$10,000

RATES & PREMIUM

Premium for this Coverage Form \$556.00
Annual Rate for this Coverage Form VARIOUS

SPECIAL PROVISIONS (If Any)

NONE

20000FS 1776944813



Previous Policy Number
S 1776944

Policy Number
S 1776944

COMMERCIAL INLAND MARINE DECLARATIONS

Policy Effective Date: JUNE 30, 2007

Coverage Effective Date: JUNE 30, 2007

Insurance is provided only for those coverages shown in the following coverage schedule.

Coverage Schedule

Coverage
BUSINESS COMPUTER

Premium
\$556.00

2000FS 1776944S3



Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Previous Policy Number
S 1776944

Policy Number
S 1776944

BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: JUNE 30, 2007 Coverage Effective Date: JUNE 30, 2007

Item Four - Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance - Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	Premium
DELAWARE	IF ANY	1.625	\$68.00	\$68.00
Total Premium				\$68.00

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto For all Loss Except Fire or Lightning			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto, for Loss Caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus Ded. for Each Covered Auto			
Total Premium				

PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

Item Five - Schedule for Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	0 - 25	\$85.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$85.00

Item Six - Schedule for Gross Receipts or Mileage Basis - Liability Insurance - Public Auto or Leasing Rental Concerns -

Estimated Yearly	Rates		Premiums	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

2010MFS 1776944799



Previous Policy Number
S 1776944

Policy Number
S 1776944

BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: **JUNE 30, 2007** Coverage Effective Date: **JUNE 30, 2007**
 Business of Named Insured: **CHARTER SCHOOL**

Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverage Schedule

Coverages	Covered Autos Symbols	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Liability	8,9	\$1,000,000 CSL	\$153.00
Personal Injury Protection (or First Party Benefits)		Separately stated in each P.I.P. Endorsement	
Added Personal Injury Protection (or Added First Party Benefits)		Separately stated in each P.I.P. Added Endorsement	
Auto Medical Payments			
Uninsured Motorists			
Underinsured Motorists			
Physical Damage Comprehensive Coverage		Actual Cash Value or Cost of Repair, whichever is less minus any applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage		Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	
Physical Damage Towing and Labor Coverage		for Each Disabling of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			INCL.

Auto Schedule

No.	Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)	Size Class	Use/Class/Radius Code	List Symbol	Purchased by Insured		Cost
								Year	N/O	

No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B.	Med. Paymts. Prem.	Physical Damage Insurance				Towing Prem.	
						Comprehensive		Specified Causes of Loss	Collision		
						Ded.	Prem.		Ded.		Prem.
Totals \$											

Item Three - Schedule of Covered Autos You Own (see Auto Schedule) - Loss Payees Subject to Loss Payable Clause:
 Vehicle No. _____ Name and Address of Loss Payee _____

Forms and Endorsements:
 Refer to "Commercial Policy Forms and Endorsement Schedule"

200005 1776944798



Previous Policy Number
S 1776944

Policy Number
S 1776944

COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: JUNE 30, 2007 Coverage Effective Date: JUNE 30, 2007

Business of Named Insured: CHARTER SCHOOL

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$100,000
Medical Expense Limit -- Any One Person	\$5,000

Commercial Liability Premium(s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
SCHOOLS PRIVATE ELEM NOT FOR PROFIT ONLY (T-001)	47476	842.0000 (T36)	3.726	INCL.	\$3,137.00	INCL.
ADDITIONAL COVERAGES					\$1,125.00	\$.00

Premium and Rate Legend
(T36) Schools - rate per pupil

Location of all premises you own, rent, or control:
Refer to "Schedule of Locations"

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements:
Refer to "Commercial Policy Forms and Endorsement Schedule"

SOPS 1776944771



POLICY SCHEDULE

SELECTIVE INSURANCE
BRANCHVILLE, NEW JERSEY 07890

ISSUE DATE: 06/28/2007

S 1776944

THOMAS A EDISON CHARTER SCHOOL OF WILMINGTON IN

06/30/2007 06/30/2008

RENEWAL

00-04870-00000

DIRECT BILL

06/30/2007

10

BILL ACCOUNT: 794 301 867

PAYMENT WILL BE BILLED AS FOLLOWS:

SCHEDULED BILL DATE	SCHEDULED DUE DATE	PREMIUM AMOUNTS
01. 07/06/2007	07/27/2007	6,571.00
02. 08/06/2007	08/27/2007	3,112.00
03. 09/06/2007	09/27/2007	3,112.00
04. 10/06/2007	10/27/2007	3,112.00
05. 11/06/2007	11/27/2007	3,112.00
06. 12/06/2007	12/27/2007	3,112.00
07. 01/06/2008	01/27/2008	3,112.00
08. 02/06/2008	02/27/2008	3,112.00
09. 03/06/2008	03/27/2008	3,112.00
10. 04/06/2008	04/27/2008	3,116.00
	TOTAL	\$34,583.00

THIS IS NOT A BILL.

A bill will be sent under separate cover.

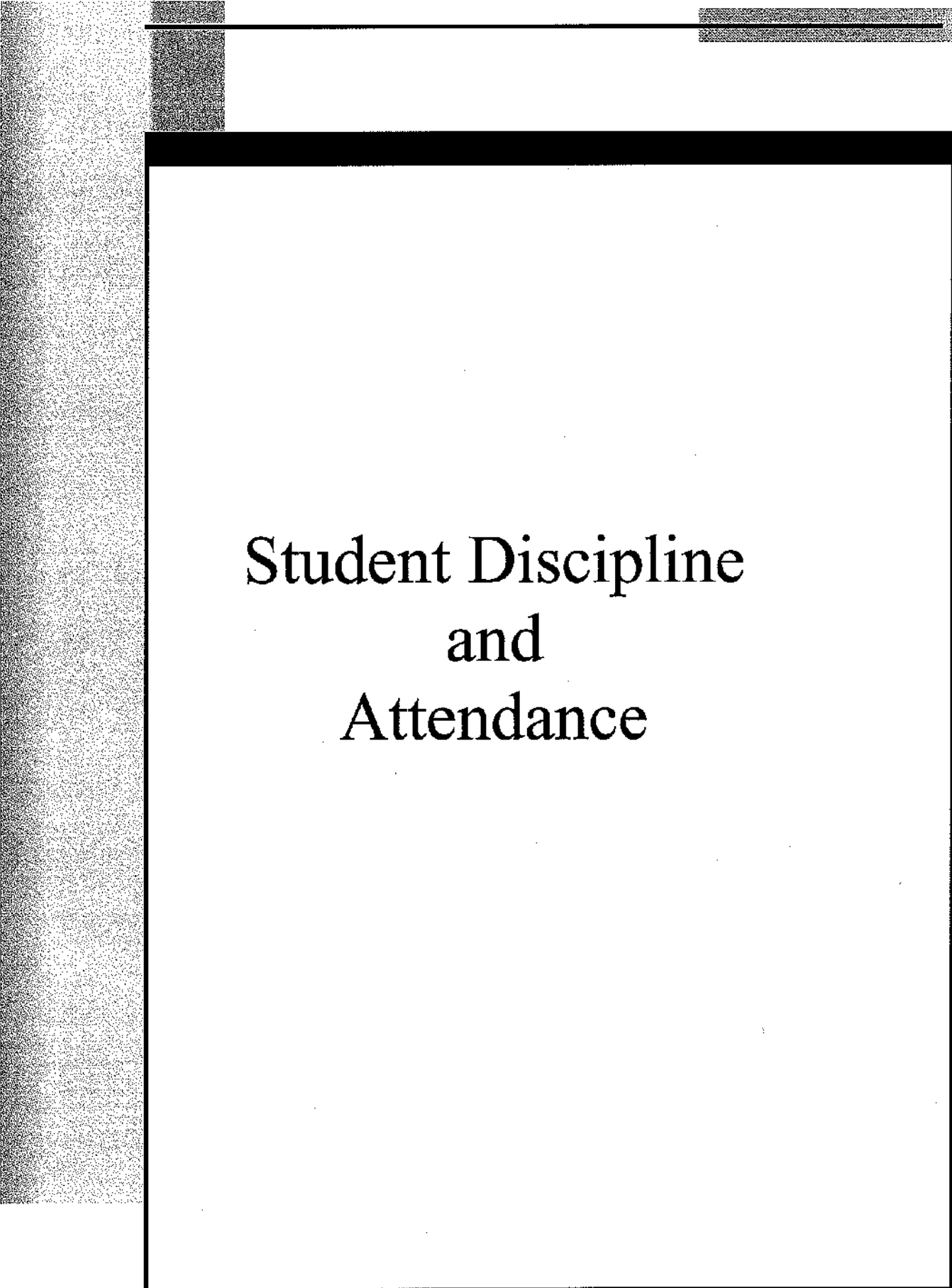
This is a schedule of payments due based on your original policy premium.

Changes made to the policy premium after this date will be reflected on future bills.

An installment fee, which varies by state, will be added to each installment bill.

3000005 1776944694





Student Discipline
and
Attendance

K. Student Discipline and Attendance

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

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

The School Code of Conduct is distributed with the registration packet that parents pick up when they want to register their child to the school.

- 2. Describe how discipline is handled with special education students. Describe how the school reports inappropriate behavior to affected parents, the Department, and when required, to local law enforcement agencies.**

The discipline of a student who has been identified as having special needs and is eligible for services under IDEA, is handled in accordance with the students' IEP. All discipline issues for these students are handled by a team of school personnel including a school administrator as well as the special education coordinator. The coordinator ensures all IEP accommodations are followed concerning particular students and also schedules IEP meetings, functional behavior assessments and manifestation determination meetings as necessary

- 3. Describe how the school is in compliance with [14 Delaware Code, Section 4112,] regarding the mandatory reporting of school crimes.**

Since the opening of Thomas A. Edison Charter School, the administrative staff has work closely with the Wilmington Police Youth Aid Division to ensure compliance. Additionally, the school has developed a relationship with the State Attorney General Office to so that any student who attends Thomas A. Edison who has been involved in a crime is reported to the Head of School.

The following is the protocol for mandatory reporting by the staff of Thomas A. Edison Charter:

Delaware Code **requires mandatory reporting** of the offenses listed in 14 Del. C §4112.

School employees who have reliable information that would lead a reasonable person to believe that one of the following has occurred on school property or at a school function must immediately report the incident to Head of School or designee:

- Student, school volunteer, or school employee has been victim of violent felony, assault III, unlawful sexual contact III; or
- Student employee has been the victim of offensive touching, terroristic threatening; or
- Student under 18 has been victim of sexual harassment; or
- Person on school property has drugs or weapon or bomb

The Head of School will make every effort to notify the parent(s)/guardian(s) and will conduct a through investigation and/or if warranted by statute will report to the police authorities. In addition, the Head of School will make every effort to notify the parent(s)/ guardian(s) of any juvenile victim. The following list is not all-inclusive, but, at a minimum, the following shall be reported to appropriate law enforcement agency.

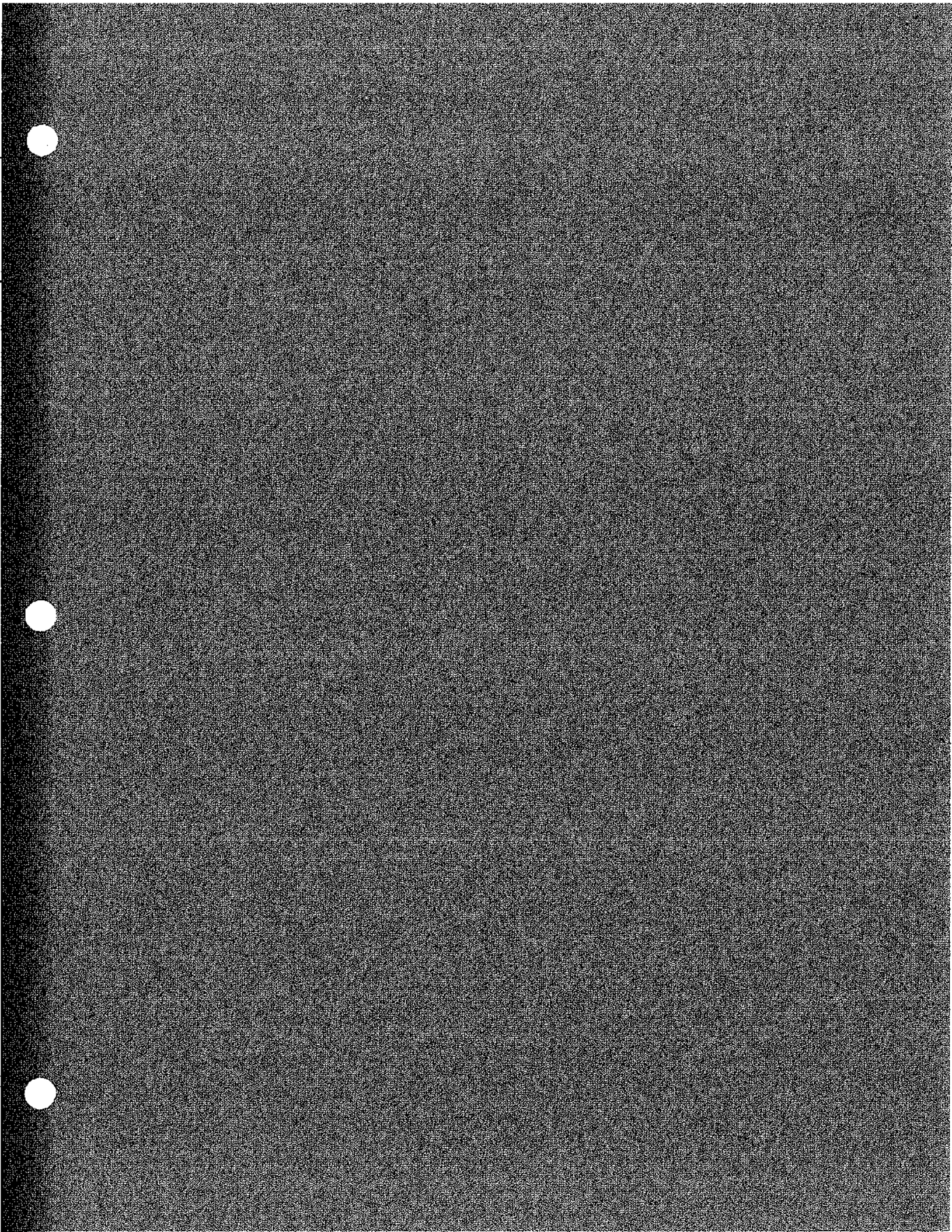
1. Evidence that suggests the commission of the crimes of assault and exhortation against pupil, or an assault, offensive touching, terroristic threatening or extortion against a school employee
2. Evidence that suggests the commission of a felony, for example: reckless endangering; assault offenses; homicide; arson; criminal mischief; bombs; robbery; rape; extortion; fraud; forgery; weapons; etc.
3. Evidence that suggest violations of the laws concerning controlled substances and alcohol.
4. Evidence that suggest incest, sexual abuse or the neglect or other abuse of children
5. Evidence that suggest the use, possession, or sale of dangerous instruments or deadly weapons, (e.g. knives, firearms, ammunition, explosives of blasting caps)
6. Evidence that suggests morals offense (e.g. pornography, exhibitionism, peeping, etc.)
7. Evidence that suggest organized gambling
8. Evidence of offenses involving school property, e.g. false fire alarms, telephone threats, computer crimes, vandalism and criminal mischief, trespass, burglary and theft, reckless driving and safety hazards
9. Reports of suspicious persons or unauthorized persons on or near school grounds or property, or rumors, information or observations of gang rivalries or activities

The Head of School reviews this protocol with the staff annually prior to the opening of school.

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

- All students are expected to attend school each day that school is in operation during the regular school year unless properly excused in accordance with state regulations.
- For any absence, students are required to present a written excuse signed by a parent/guardian stating the reason for the absence.
- Such excuses shall be kept on file in the school for the current school year.
- A physician's validation is required for absences due to illness of three (3) days or more.
- Absence, for any reason, other than those outlined below are unexcused:
 - a. Illness of the student
 - b. Medical diagnosis and/or treatment
 - c. Death in the immediate family; funerals of other relative or close friends, not to exceed
 - d. Contagious disease in the home of the child subject to regulations of the Division of Public Health, Department of Health and Social Services
 - e. Legal business requiring the student's presence
 - f. Suspension or expulsion from school
 - g. Observance of religious holidays
- Students absent more than three days without valid excuses are **truant**⁺.

The attendance policy is distributed during the first week of school to all students in the Student Code of Conduct. The school follows the state regulation on student attendance. The Director of Student Support Services works directly with students and their families who are habitually tardy or absent.



THOMAS A. EDISON CHARTER SCHOOL

STUDENT CODE OF CONDUCT

"The three things that are most essential to achievement are common sense, hard work and stick-to-it-iv-ness....."

Thomas Alva Edison



2007-2008 Board Members

Name of Member	Affiliation <small>(Specify Parent, Teacher, or Community Member)</small>	City of Residence
Darryl Simms	Interim Head of School	Wilmington
Kenneth Gatson	Community	Wilmington
Tony Coleman	Community	Wilmington
Bob Rausch	Treasurer-Community	Wilmington
Halvin Blocksom	Community	Wilmington
Tara Kelly	Secretary-Community	Wilmington
Andrew Johnstone	President-Community	Wilmington
Reverend Moore	Community	Wilmington
Ron Pinkett	Community	Wilmington
Jerry Valazquez	Parent	Wilmington
Jessica Carmona	Parent	Wilmington
Todd Starke	Teacher (Certified)	Wilmington
Tamba Giles	Teacher (Certified)	Wilmington

**Thomas A. Edison Charter School
Student Code of Conduct
Parent and Student Acknowledgement**

This Student Code of Conduct is a document designed to describe rules, expectations, and consequences for student behavior. We ask that parents/guardians review the Student Code of Conduct with your child and have a discussion regarding school expectations.

In addition, Appendix C is a copy of the Thomas A. Edison Charter School's Educational Technology – Acceptable Use Policy. In order for your child to use the educational technology, this policy must be reviewed and the parent/guardian must sign below.

School Student Code of Conduct

Please sign below and have your child sign to acknowledge that he/she has received a copy of the Student Code of Conduct. Return the signed sheet to your child's homeroom teacher.

This is to confirm that I have received a copy of the Thomas A. Edison Charter School Student Code of Conduct

Student Name (Please Print)

Student Signature / Date

Parent Signature / Date

This is to confirm that I have received a copy of the Thomas A. Edison Charter School Acceptable Use Policy (See Appendix C)

Student Name (Please Print)

Student Signature / Date

Parent Signature / Date

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Chapter I

INTRODUCTION

The Thomas A. Edison Charter School of Wilmington is dedicated to providing students and staff a safe and nurturing environment that is conducive to learning.

WHAT IS THE CODE OF STUDENT CONDUCT?

The Code is an official document of Thomas A. Edison Charter School which

- Describes a positive and safe school environment.
- Specifies the rights and responsibilities of students.
- Defines attendance responsibilities.
- Safeguards the rights of students.
- Defines conduct that disrupts a positive and productive learning environment.
- Standardizes procedures for disciplinary action.
- Incorporates the Board of Directors Policy on possession, use, and distribution of drugs and alcohol. Provisions in the Code of Conduct apply to all students in Grades K-8. Differences in age and maturities are considered in determining the type of disciplinary action to be taken. All students have a greater responsibility for their actions as they increase in age. This Code does not restrict the Board's legal/statutory authority to protect the health, safety, and welfare of students and staff. A copy of the Student Code of Conduct is given to each student on school entry. Orientation to the code is held in school at the beginning of the school year. Questions by students or by parents/guardians concerning the code should be directed to the Head of School.

WHEN IS THE CODE IN FORCE?

The Code is in force

- On school property at all times.
- While students are on a school bus or in another vehicle operated for or by Thomas A. Edison Charter School for any purpose.
- At all school-sponsored events and other activities at which school administrators have jurisdiction over students.

Out of School Conduct

The Code of Conduct shall also apply to out-of-school conduct by a student if Thomas A. Edison Charter School personnel believe that the nature of such conduct indicates that the student presents a threat to the health, safety, welfare of other students, or to the reputation of the Thomas A. Edison Charter School.

Such out-of-school conduct shall include, but is not limited to

- Acts of violence which are punishable by law.
- Sexual offenses which are punishable by law.
- The sale, transfer or possession of drugs which would constitute an offense punishable by law.
- Felony charges.

Additionally, the Head of School is authorized to take administrative action when a student's misconduct to and from school has a harmful effect on other students, the community, or the orderly conduct of school business.

WHAT IS A GOOD SCHOOL ENVIRONMENT?

A good school environment is best described as

- SAFE and POSITIVE.
- Providing a range of educational opportunities.
- Making improvement of student behavior the primary goal of disciplinary action.

It is also the presence of a friendly, yet business-like atmosphere in which students and school personnel work cooperatively toward recognized and acceptable goals. A good school environment is free from distractions, friction, and disturbances.

CONFLICT RESOLUTION/MEDIATION

It is the philosophy of the Thomas A. Edison Charter School that students and staff should be proactive in their approach to behavior management. Therefore, conflict resolution and mediation strategies will be employed in a proactive manner to assist students and staff in addressing conflict and discipline issues.

WHO ESTABLISHES A GOOD SCHOOL ENVIRONMENT?

The Code recognizes the need for a working, cooperative relationship among students, parents, and school personnel. This relationship is most productive when

STUDENTS

- Attend all classes daily and on time.
- Are prepared for class assignments and activities.
- Come to class with appropriate working materials.
- Respect all persons and property.
- Refrain from using profanity, abusive language or inflammatory actions in personal interactions.
- Conduct themselves in a safe and responsible manner.
- Are healthy, clean, and neat.
- Are responsible for their own work and behavior.
- Abide by the rules and regulations set forth by the school and individual classroom teacher.
- Seek changes in an orderly and approved manner.

PARENTS/GUARDIANS

- Keep in contact with the school concerning their child's progress and conduct.
- Ensure that their child attends school each day and promptly report and explain an absence or tardiness to the school.
- Provide their child with resources needed to complete class-work and homework.
- Assist their child in being healthy, neat, and clean.
- Refrain from using profanity, abusive language or inflammatory actions in personal interactions.
- Bring to the attention of school authorities any problem or condition which affects their child or other children of the school community.
- Discuss report cards and work assignments with their child.
- Attend Parent/Teacher conferences.
- Maintain up-to-date home, work, and emergency numbers at the school.
- Seek changes in an orderly and approved manner.

SCHOOL PERSONNEL

- Are in regular attendance and on time.
- Are prepared to perform their duties with appropriate working materials.
- Respect all persons and property.
- Refrain from using profanity, abusive language or inflammatory actions in personal interactions.
- Conduct themselves in a safe and responsible manner.
- Are healthy, clean, and neat.
- Abide by the rules and regulations set forth by the school.
- Seek changes in an orderly and approved manner.
- Maintain an atmosphere which encourages good behavior and active learning.
- Plan flexible lessons to meet the needs of all students.
- Develop a good working relationship among staff and with students.
- Encourage the school staff, parents, and students to use the services of community agencies.

- Utilize good guidance procedures and practices.
- Encourage parents to maintain regular communication with the school.
- Provide opportunities for parent participation in affairs of the school.
- Encourage and maintain the involvement of students in the operation of the school, i.e., student government.
- Involve the community in order to improve the quality of life within the school and the district.
- Communicate with parents, students, and other employees in a manner that reflects professionalism and caring.

CHAPTER II

STUDENT AND PARENT RESPONSIBILITIES AND RIGHTS

The Head of School has the primary responsibility and authority for maintaining an orderly educational environment. Thomas A. Edison Charter School guarantees students the freedoms allowed by law, provided these freedoms do not endanger the health, safety, and welfare of the students or staff. The Board of Directors recognizes and supports students' and parents' rights and corresponding responsibilities. The school is compliant with federal Title IX. Title IX complaints are to be directed to the Head of School

CONSULTATION

Personal needs or concerns can seriously threaten and interfere with the educational development of students. Schools have the responsibility to provide counseling services for students and to inform students of services provided by other agencies.

Students have the responsibility:

1. To identify and/or report personnel or school related problems, concerns or issues to appropriate staff, counselors/advisors.
2. To use counseling services for their educational and personal development, where appropriate.
3. To schedule appointments in advance unless the problems or concerns are of an emergency nature. Parents and students have the responsibility of providing information that may be useful in making intelligent educational decisions.
4. To use counselors'/advisors' services for personal or school related problems, concerns or issues.

Students have the right:

1. To be accurately informed as to the nature, kind, or type of guidance services available in their school and community.
2. To receive appropriate counseling for personal and educational problems within a reasonable timeframe.
3. To have access to counselors/advisors on the staff.

ATTENDANCE

The Head of School has an obligation under State Law to enforce compulsory school attendance laws. Students have an obligation to take advantage of the opportunity for a public school education.

Students have the responsibility:

1. To take advantage of their educational opportunities by attending all classes daily and on time.
2. To provide the school with a note explaining the reason for an absence.
3. To initiate contact with teachers to request and receive make-up work after an approved **EXCUSED** absence and to complete all make-up work within the length of time specified in school attendance regulations and procedures (See Chapter IV - School Attendance).

Students have the right:

1. To school policies that clearly define absence, unexcused absence, or tardiness.
2. To appeal a decision concerning an absence (excused or unexcused). Participation in a school-approved activity shall be considered an excused absence.

3. To make up assignments, projects, and tests missed during an approved excused absence, according to Thomas A. Edison Charter School regulations and procedures.

FREE SPEECH/EXPRESSION

One of the purposes of Thomas A. Edison Charter School is to prepare students for responsible self-expression in our society. Students may inquire, question, and exchange ideas with neither real nor implied penalty. While self-expression is permitted under the First Amendment to the Constitution it must not interrupt the orderly educational process of the school or be in violation of the Code of Conduct. Free expression must not be obscene, libelous, disruptive, or abusive.

Students have the responsibility:

1. To act in a quiet, dignified manner during patriotic activities.
2. To inform the school of activities which are in conflict with their religious beliefs.
3. To make reasonable requests to conduct surveys and petitions. The results obtained must be reported accurately.
4. To be well informed about issues and to express their opinions in a reasonable place and time.
5. To plan, get approval, and hold activities which are based upon educational objectives.

Students have the right:

1. To participate in activities. Students also have the right to be excused from any patriotic act that is against their religious beliefs or deep personal conviction.
2. To be excused from any activity which is against their religious beliefs (as confirmed with the appropriate religious officials).
3. To petition and survey other students' opinions by following established school approval procedures.
4. To respectfully express their own opinions on issues.
5. To assemble peaceably on school property at a time & place designated by the Head of School. This right will be denied if it endangers the health or safety of others, damages property, or disrupts the activities of others.
6. To seek medical help.

STUDENT GOVERNMENT

The student government is a means of providing students with an opportunity to express themselves and to act on school matters through the democratic process. All members of the school community share the responsibility for helping the student government. Students should be given the opportunity to participate in those decisions that affect the learning climate of the school. So that the student government can function as an informed organization, Board of Directors policies should be made available.

Students have the responsibility:

1. To work, as members of the student government, on the needs and concerns expressed by the student body.
2. To seek prior consent of any faculty member recommended as an advisor.
3. To conduct election campaigns in a positive, mature manner with all due respect provided other candidates.
4. To participate in student government activities in an appropriate manner, demonstrate positive leadership, and operate within school regulations.

Students have the right:

1. To form and operate a student government within the school under the direction of a faculty advisor. This right shall be carried out within the guidelines and practices recommended by the National & State Student Government Association and within the rules and regulations of the Thomas A. Edison Charter School.

2. To recommend members of the faculty to serve as sponsors for their school's government organization.
3. To seek office in student government regardless of race, sex, color, creed, or political beliefs.
4. To attend official student government meetings as student government officers and representatives in accordance with school regulations.

PUBLICATIONS

One of the important roles of the school is to provide effective ways in which students may express themselves on a wide range of subjects. Official school publications, such as school newspapers, should reflect the policy and judgment of the student editors and should include viewpoints representative of the entire school community.

Students have the responsibility:

1. To use only those bulletin boards or wall areas designated for use by students and student organizations. Students must also accept responsibility for the effect that the posting, publication, or distribution of literature might have on the normal activities of the school.
2. To refrain from publishing and/or distributing libelous and obscene materials, to seek full information on the topics about which they write, to observe acceptable standards of good taste, and to observe the normal rules for responsible journalism. The Head of School will suppress or recall literature which they consider primarily commercial in nature or material which could disrupt the orderly cooperation of the school.

Students have the right:

1. To possess, post, and distribute literature which will not disrupt the school program and which follows the school's guidelines for responsible journalism.
2. To be free from censorship of their publications within the guidelines previously agreed upon by students and administrators.

Chapter III

STUDENT UNIFORM & DRESS POLICY

Students have the responsibility:

To follow guidelines for dressing and grooming in a manner which displays the uniform policy, cleanliness, promotes safety, and demonstrates respect for themselves and others.

Students have the right:

On dress down days students have the right to dress and groom as they choose as long as they do not disrupt the educational process or endanger the health and safety of themselves or others as outlined in established school guidelines.

Thomas A. Edison Charter School Dress Code

Boys

- Navy Blue Twill pants with black or navy blue belts worn with White Oxford cloth or Pin Point dress shirt with Navy Red Plaid Tie.
- Navy Blue Twill walking shorts may be worn as a substitute for pants during warm weather months.
- Navy Blue or Red Uniform-V-Neck cardigan sweaters or vest sweaters bearing the Thomas A. Edison Charter School emblem.
- Navy blue or black socks.
Black or Navy Blue rubber soled shoes. Shoes with laces just be properly laced and tied. Shoes with other types of closures must be properly fastened.

Girls

- Navy Red Plaid kilt, skort or skirt with white Peter Pan collared or Oxford blouses. Navy Red Plaid crossties.
- Navy Blue Twill full length slacks with black or navy blue belts worn with white Peter Pan Collar or Oxford blouses. Navy Red Plaid crossties.
- Navy Blue Twill walking shorts may be worn as a substitute for slacks during warm weather months.
- Navy Blue or Red uniform scoop necked cardigan sweaters or vest sweaters bearing the Thomas A. Edison Charter School emblem.
- Navy Blue or white tights or socks.
- Black or Navy Blue rubber soled shoes. Shoes with laces must be properly laced and tied. Shoes with other types of closures must be properly fastened.

All Students

- All pants/slacks must be worn belted and at the waist.
- All shoes and sneakers must be worn properly fastened.
- All shirts/blouses must be worn tucked in pants, skirts, or skorts.
- Student's uniform should not bear any visible emblem, insignia, or monogram other than Thomas A. Edison Charter School emblem.
- All hats, and other headwear should be removed upon entering the building, except those worn for religious observance.
- All walking shorts should be worn at fingertip length.
- Students should not wear sweatshirts; hoodies, jackets or other outer wear in the school building, except in the case of unusual heating problems.

Additions for cooler weather:

1. Boys and girls can wear long sleeve turtlenecks that are solid red or white (no logos or T-shirt necks).
2. Boys and girls can wear solid navy blue, white or red sweaters or fleece tops over uniform shirts (No Logos).

Unless we experience unusual heating problems, no coats will be worn in class.

- Excessive jewelry is not permitted.
- Students should wear sneakers only on the days that they have physical education class.
- Open heels shoes and sandals are not permitted.

SEARCH AND SEIZURE

Students shall be free from unreasonable search and seizure of property as guaranteed by the Fourth Amendment to the U.S. Constitution. Student lockers are the property of the school and may be subject to search by an administrator at any time with or without reasonable suspicion to protect the health, safety, and welfare of others. Search of individual students shall be based upon reasonable suspicion that the student's person, property or personal automobile contains illegal substances, items or material detrimental to the safety and welfare of other students or staff or in violation of the law or rules of the Student Code. Students are responsible and accountable for the contents of all items found in their lockers, automobiles, book bags, purses, and any bags or containers used to carry personal property.

All alcohol, drugs, drug-like substances, look-alike substances and/or drug paraphernalia found in a student's possession shall be turned over to the Head of School or designee and be made available, in the case of a medical emergency, for identification. All substances shall be sealed and documented and, in the case of illegal drugs or other "controlled substances" as defined in Delaware law, turned over to police as potential evidence. A request for analysis shall be made where appropriate. (In case of medical emergency, substance should be made available for identification purposes.)

Students have the responsibility:

1. To refrain from possessing or concealing any substance or objects which are illegal or which may disrupt the educational process and/or school sponsored activities/events.
2. To monitor and control access to their lockers, motor vehicles, purses, book bags, or similar containers and to check regularly their contents.

Students have the right:

To privacy in their personal possessions unless the Head of School or designee has reasonable suspicion to believe that illegal substances/objects are possessed or being concealed by the student. To be notified that a seized substance is believed to be an illegal drug. The student and student's parent/guardian have 3 days from the date of notification to dispute, in writing, that a seized material or substance is an illegal drug.

GRIEVANCE PROCEDURES

When a student feels unfairly treated or has not been afforded due process, a grievance may be filed. Schools are responsible for providing a means for students to express and resolve their grievances.

Students have the responsibility:

To try to resolve their complaints through discussion with the person(s) involved before using the grievance procedure. When using the grievance procedure students must state the grievance clearly, follow the established procedures, and abide by the decision that results from this process.

Students have the right:

To a procedure for expressing and resolving their grievances. This procedure specifies lines of communication, time lines, and a method of appeal.

STUDENT RECORDS

Student records are defined as any materials concerning individual students kept in any form by the Board of Directors or its employees, except for personal notes of teachers and other school personnel intended for their use only. Student records are maintained to provide information which can be used to develop the best possible educational program for each student. Care must be exercised by the school staff to make sure that student records are treated confidentially and that the information contained therein is accurate and appropriate. Student Code of Conduct violations and disciplinary actions will normally be recorded and maintained annually. Expulsion will be recorded on the student's cumulative record folder.

Students have the responsibility

1. To give school personnel ample notice that they want to inspect and review their records. Eligible students and parents have the responsibility to meet their financial obligations for school fees or fines. Transcripts and records may not be released until all student financial obligations are met.
2. To release information to those individuals or agencies who are working in a positive manner for the benefit of the student. The permission to release information, where required, must be in writing.

Students have the right

1. To release, inspect, review, and challenge the information contained in their school records within school guidelines and legal age requirements. School personnel shall provide assistance to students and parents to help them understand information in student records. This access may not be denied because of failure to pay fines or fees.
2. To sign for a release of the information contained in their records to authorized agencies. The student must be fourteen years of age or older to sign this release.
3. To be protected from the release of personally identifiable information to unauthorized persons.

DISCLOSURE OF CERTAIN STUDENT INFORMATION

Thomas A. Edison Charter School may disclose certain information, known as directory information, at its discretion without consent. If a parent or emancipated student does not want directory information released, he or she must send written notice annually to the Head of School at the address listed in the front of this booklet. Such notice must be received within 30 days of student receipt of this book. The following student information is directory information: name, address, telephone number, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous school attended by the student, and photographs of students in school or school activities provided the photographs do not reveal information concerning academic placement.

Inspection and Review

Parents may submit to the Head of School a written request identifying records they wish to inspect. The Head of School will notify them of the time and place at which records may be inspected. Access shall be provided within 15 days of the receipt of the request.

Amendment of Records

Parents may ask Thomas A. Charter School to amend a record they believe is inaccurate by submitting to the Head of School a written request identifying the part of the record they want

changed and specifying why it is inaccurate. If the school denies the request, the school will notify them of the decision, advise of the right to a hearing, and provide the hearing procedures.

Disclosure without Consent

Disclosure of personally identifiable information contained in students' education records requires parent consent with the following exceptions:

Such records may be disclosed to school officials with legitimate education interests. School officials include Thomas A. Edison Charter School employees; Board of Director members; a person or company retained by the Thomas A. Edison Charter School to perform a special task, for example, an attorney, auditor, medical consultant, or therapist; or a parent or student serving on a committee or assisting another school official. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill a professional responsibility.

Upon request, Thomas A. Edison Charter School discloses education records without consent to officials of another school or district in which a student seeks or intends to enroll.

CHAPTER IV

SCHOOL ATTENDANCE

STUDENT ATTENDANCE POLICY

Every parent, guardian, or other person having control of a child between the ages of 5 and 16 is required to send such child to school. School attendance is mandated by statute and by laws and regulations of the State Board of Education. Attendance at school is a critical factor in each child's success. No child can fully make-up any day lost due to absence. Most of the work missed can be made up; however, valuable classroom discussions and sharing teacher's directions and team building cannot be done over. Parents should make every effort to see that your child attends school every day and arrives on time.

Whenever a child is absent, the parent or legal guardian should call the school office at (302) 778-1101 and inform the school. The school will contact the home if there is an unexcused absence. Also, even though a parent or guardian may call to inform the school, it is mandatory to send a note with the students upon return. Unexplained absences are treated as truancies.

Excuses recognized as valid are the following:

- Illness of the student
- Medical diagnosis and/or treatment
- Death in the immediate family; funerals of other relative or close friends, not to exceed one day if in the locality or three days if outside the state
- Contagious disease in the home of the child subject to regulations of the Division of Public Health, Department of Health and Social Services
- Legal business requiring the student's presence
- Suspension or expulsion from school
- Observance of religious holidays
- Approved college visits
- Authorized school-sponsored activities

In addition, the Head of School or designee shall have the authority to approve other absences.

Since attendance is closely related to achievement, schools will make reasonable attempts to contact parent/guardians regarding absences and will call upon whatever resources are available within the school and the community to ensure good attendance.

Official notice concerning cumulative absences will be given to parents/guardians periodically; at a minimal level, such notice shall be a part of all report cards.

Absences for other reasons are classified as "unexcused." Schools will take action regarding unexcused absences including, but not limited to, written communications, home visits, required parent/guardian conferences, and referral of the parent for prosecution. Parents/guardians who allow their children to be truant are subject to fines and imprisonment as provided in Delaware law.

A parent may be ordered to perform unpaid community service in lieu of a fine. If imprisoned, the court may impose conditions of release.

Students

Penalties for unexcused absences may include community service, counseling, curfew, suspension, prohibition of participation in extracurricular activities or school social events or recommendation that the student enroll in an alternative school.

THE SCHOOL, IN ADMINISTERING THE STATE POLICY, DEFINES THE MOST COMMONLY USED ATTENDANCE TERMS AS FOLLOWS:

EXCUSED ABSENCE

An excused absence from school or class is an absence for one of the reasons listed above and for which the required parental note of explanation has been presented on the first or second day of the student's return to school or class. Following a valid excused absence, the student will be allowed to make up all work missed, to take tests which were missed, and to submit any assignments which became due during the absence. Following an excused absence from school or class, the time allowance for taking tests or turning in assignments shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend the time allowance for making up work missed if the specific circumstances of the situation merit such action. The responsibility for initiating make-up work and turning in assignments rests with the student.

UNEXCUSED ABSENCE

An unexcused absence from school or class is an absence

1. Which is for a reason not listed as excused.
2. About which the parent has no knowledge.
3. For which the parental note of explanation was not provided on the student's first or second day of return to school following the absence.
4. Suspension in excess of 5 school days or expulsion

Students suspended for periods of one to five (1 - 5) school days are permitted to make up missed school work in the length of time equal to the number of days absent. Teachers are not required, but are permitted, to provide make-up work to students whose suspension exceeds five (5) school days (i.e. suspension days 6 and above). A student whose absence is unexcused shall receive no credit for assignments missed or tests given during the period of the unexcused absence unless otherwise permitted by the teacher.

While an unexcused absence may result in no credit for assignments or tests missed, students may request assignments from their teacher at the initiation of the student. If the teacher provides

assignments after an unexcused absence, the time allowance for requesting the instructional materials or assignments from the teacher shall be equal to the number of school days or number of class meetings missed due to the absence. A teacher may extend this time allowance if the specific circumstances of the situation merit such action.

LATENESS TO CLASS

At the beginning of each term, the teacher shall define guidelines regarding lateness to class. When, in the judgment of the teacher, lateness becomes excessive, the student will be reported to an appropriate staff member for administrative action. Lateness to class may have a detrimental effect on student learning.

TARDINESS TO SCHOOL

All students are expected to be punctual to school. Students who arrive at their first class assignment after the start of school are tardy. A student who is late to school should present a written explanation for the tardiness on the first or second day following the tardiness. Students should recognize that a written explanation from home does not automatically cause the tardiness to be excused. Such reasons as car trouble, personal business, heavy traffic, home obligations, etc., while understandable, are not acceptable excuses and will be listed as unexcused. Reasons such as personal illness, medical appointments, and appearances in court will be considered as excused tardiness when verified by a note from home. Students who do not attend at least half of the class periods on a given day will be marked absent for that day. Students who do not attend at least half of a given class period will be considered absent from the class unless excused by proper authority.

PREARRANGED ABSENCE

A prearranged absence is a student's absence from school for one or more days to visit a college or university or for other educational activities approved by the Head of School. The absence should be prearranged by writing the Head of School, giving the full particulars of the absence. Approval for such absences should be sought, where practicable, at least one (1) week prior to the date on which the absence is to occur. Upon the development of a plan by student and teacher for making up the assignments to be missed, the Head of School may then define the absence as excused. Students who must leave the building due to an emergency or some other reason which did not permit a prearranged absence must receive approval from the Head of School or his/her designee. The student is then responsible for completing the sign-out procedure before leaving the building and must present the required parental note of explanation upon his/her return to school.

CHAPTER V

SAFEGUARDS THAT PROTECT THE RIGHTS OF STUDENTS & PARENTS

Students, and their parents as their representatives, have all the rights given to every citizen by the Fifth and Fourteenth Amendments to the U.S. Constitution. Many of these rights which pertain specifically to education are defined in this document. These rights are protected through a procedure called due process. This chapter defines the due process procedures for suspension, assignments to alternative programs, expulsion, and for filing a grievance. Students and their parents are encouraged to become familiar with these due process procedures.

STUDENT GRIEVANCE

A grievance is another name for a complaint. A student grievance exists when it is alleged that a student has been unfairly treated or has not been afforded due process. A student grievance must be filed within five (5) school days from the time of the alleged infraction.

The following persons or groups of persons may use the grievance procedures:

1. Students or groups of students.
2. Parent(s)/legal guardian(s) of a student.
3. Groups of parent(s)/guardian(s) of students.

The grievance procedures may be used in any of the following situations:

1. Where it is alleged that any student or group of students
 - a. Is being denied access to an appropriate educational opportunity.
 - b. Is being denied participation in any school activity for which the student is eligible.
 - c. Is being denied the opportunity to compete for a position in an activity where the selection is limited.
 - d. Is being subjected to an arbitrary or unreasonable regulation, procedure, or standard of conduct.

GRIEVANCE PROCEDURE

When the grievance procedure is used, these steps shall be followed:

1. The grievant shall request a conference with the teacher or person(s) who allegedly treated the student unfairly.
1. If the conference fails to resolve the issue, the grievant shall discuss the problem with the Head of School or his/her designee.
2. If the Head of School fails to resolve the issue, the grievant will, upon request, be given a written notice by the Head of School stating the reason(s) the problem could not be resolved. Such notice will be provided within five (5) school days.
4. A grievant wishing to appeal the Head of School's written decision must file a written appeal with the Board of Directors not later than ten (10) school days from the date of receipt of the Head of School's written decision.
5. The Board of Directors or designee shall schedule a conference to hear the grievance no later than five (5) school days following receipt of the notice of appeal and shall issue a decision in writing, no later than five (5) school days following the grievance conference.
6. The decision of the Board of Directors shall be the final decision of the school. A copy of the Board of Directors' final decision shall be sent to all involved parties not later than ten (10) school days following receipt of the appealed decision.

SUSPENSION FROM SCHOOL

A suspension is the temporary removal of a pupil from regular school attendance for a period not to exceed five (5) school days. The Head of School or designee, however, may extend

a suspension past the five (5)-day period pending a decision on a recommendation to expel or for Code violations determined to be serious. While serving an out of school suspension a student is forbidden from being on the property of the Thomas A. Edison Charter School for any reason unless accompanied to a pre-arranged appointment by a parent or guardian.

Prior to a suspension from school, the student shall

1. Be given oral or written notice of the charges and, if the charges are denied, be given an explanation of the evidence known to school authorities.
2. Be given a fair and impartial hearing conference and have the opportunity to present his/her side of the story.
3. Have had prior opportunity to know that the alleged actions were in violation of established rules and regulations.
4. Be advised that the suspension may be appealed to the next administrative level.

Generally, the notice and hearing should precede the student's removal from school. However, if this is not feasible or if the immediate removal of the student from school is necessary to protect the safety of individuals, property, and/or the educational process, the necessary notice and hearing will follow as soon as practicable.

In all cases of suspension, an attempt shall be made to notify the parents by telephone and, if necessary, to request that the student be picked up from school. Students whose parents cannot be reached by telephone will be retained at school until the end of the school day.

When a student is suspended, written notification of the suspension will be sent to the parents within twenty-four (24) hours. The notification shall state the cause and duration of the suspension. If suspension is for more than three days, a definite time and date for a hearing on the suspension shall be scheduled at a place designated by the Head of School. Every effort will be made by the school and the parent/guardian to conduct a conference prior to the return of a student to school following a suspension.

Following the fourth (4th) out-of-school suspension in any one school year, the student will be placed on a Behavior Contract.

A Behavior Contract is a written agreement of conditions to be met by the student which, if broken, may result in a recommendation for expulsion. Such agreement is made by the student and parent(s) with the school.

In the case of students with disabilities (as that phrase is defined under Federal regulations promulgated under the Handicapped Act [20 U.S.C. S1401 et seq.]), the regulations and procedures as stated in the State of Delaware Administrative Manual for Exceptional Children shall be followed.

IN-SCHOOL SUSPENSION is the temporary placement of a student in a supervised area other than the area indicated by the regularly assigned schedule.

SUSPENSION OF BUS PRIVILEGES

(SEE APPENDIX A: TRANSPORTATION CONDUCT OF PUPILS)

Riding a school bus is a privilege. Suspension of bus privileges is the temporary removal of the opportunity to ride the school bus. Such suspensions are for a period not to exceed five (5) school days. The Head of School or designee may, however, suspend bus privileges for a period to exceed five (5) days for repeated and/or serious misbehavior. Suspension of bus riding privileges does **NOT** mean suspension from school.

Prior to the suspension of bus privileges, the student shall:

1. Be given oral or written notice of the charges and be told who is making these charges or complaints.
2. Be given a fair and impartial hearing and have the opportunity to present his/her side of the story.

3. Have had prior opportunity to know that the alleged actions were in violation of established rules and regulations.
4. Be advised that suspension of bus privileges may be appealed to the next higher authority.

In all cases of suspension of bus privileges, an attempt shall be made to notify the parents by telephone with a written notification of the suspension sent to the parents within twenty-four (24) hours. During the suspension of bus riding privileges, it shall be the parent's responsibility to provide the student's transportation to and from school. Suspension of bus privileges shall not be used as a disciplinary action for non-bus related violations.

EXPULSION

State regulations define expulsion as "...the exclusion of a pupil from school."

By state law, students expelled from any public school (in Delaware or any other state) are not permitted to attend any public school in Delaware during the period of expulsion.

When a student commits a violation which may result in a recommendation for expulsion, the following procedure shall be followed:

STEP I

- a. The student shall be suspended for five (5) school days.
- b. The Head of School shall investigate all aspects of the discipline problem, including a conference with the student and his/her parents or guardians, if possible, at which time the student will be informed of the charges and afforded an opportunity to tell his/her side of the story.
- c. The Head of School or designee shall make every effort to complete the investigation within three (3) school days of the incident under investigation, if possible.
- d. If the Head of School concludes that the student committed the offense and that the nature of the offense warrants a recommendation for expulsion, the Head of School shall submit to the Board of Directors a summary of the investigation and a recommendation for expulsion.

STEP II

- a. Within five (5) school days from the date of completing the investigation which results in a recommendation for expulsion, the Hearing Officer appointed by the board of directors, will notify the student (if an adult) and the student's parents or guardians of intent to expel and of the date, time, and location for a hearing. The notice of intent to expel shall be sent by certified mail or hand delivered and shall state the reasons for the expulsion and the time and place of the hearing as well as the expulsion procedures. If notification is postmarked within the limits indicated, requirements under this provision are met.
- b. The hearing shall be held not less than three (3), nor more than seven (7) school days after the notice of intent to expel is mailed. The time period may be modified by agreement of both parties.
- c. The hearing shall be conducted by a Hearing Officer. The Hearing Officer may be an employee or director of Thomas A. Edison Charter School, but must be impartial.
- d. The Hearing Officer shall have full authority to control the conduct of the hearing, including authority to admit or exclude evidence. In conducting the hearing, the Hearing Officer shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure. The Hearing Officer shall exclude irrelevant evidence. Unduly repetitive proof, rebuttal and cross examination shall be excluded. The witnesses shall be sworn in by the Hearing Officer.
- e. The student shall have the following rights:
- f. To be represented by counsel, at the student's expense;

- g. To question any witnesses who testify and receive a copy of any statements and/or affidavits of such witnesses;
- h. To request that any witnesses appear in person and answer questions or be cross-examined. Student witnesses will not be excused from school or allowed to testify unless their parent(s)/guardian(s) have given written permission prior to the proceedings;
- i. To testify and produce witnesses on his/her behalf;
- j. To obtain, at the student's expense, upon written request, a copy of the transcript of the hearing.

STEP III

- a. Within three (3) school days following the conclusion of the hearing, the Hearing Officer shall prepare a report for the Board. The report shall summarize the proceedings, state findings of fact and make a recommendation as to whether the Board should expel the student.
- b. If the Hearing Officer does not recommend expulsion, the Hearing Officer may permit the student to return to school pending a review of the report by the Board.
- c. The Board shall decide whether to expel the student following a review of the report, as well as the transcript of the hearing.

STEP IV

- a. The parents of a student who is expelled shall be informed that they may apply for the student's re-admission at the end of the period of expulsion and must provide verification that all conditions for readmission have been met.
- b. Upon re-admission to school, the student will be placed on probation. The student will be assigned to a counselor who will monitor his/her behavior, academic performance, and provide assistance for a period of at least one semester.
- c. A student is prohibited from being on Thomas A. Edison Charter School property during the expulsion period except when accompanied by a parent or guardian for a scheduled appointment with school officials.
- d. By state law, the Board of Directors shall notify the Division of Motor Vehicles concerning the expulsion of a student who is of legal driving age or who will become so during the expulsion period.
- e. The Division shall suspend or refuse to renew the driver's license of the expelled student or refuse to issue a license to the student. The student shall remain ineligible for a driver's license until the expulsion period is over or until he or she becomes 19 years of age.
- f. Normally a student shall be readmitted at the beginning of a marking period.

Students with Disabilities

- a. In the case of a student with a disability being considered for expulsion or suspension in excess of 10 days cumulatively in one school year, a special education team meeting will be convened.
- b. The special education team will determine whether (1) the alleged conduct was related to the student's disability; or (2) the student was inappropriately placed at the time of the offense or there is a likelihood that a change in the student's program and/or placement would alleviate the misconduct which led to the offense.
- c. If the special education team determines that either of the above standards is met, suspension or expulsion is not authorized and the student's program and placement should be reviewed.

- d. If the special education team determines that neither of the above standards is met, the Head of School will follow the Student Code of Conduct. To the extent required by state or federal law, a student identified as having a disability under the Individuals with Disabilities Act (IDEA) who is expelled or suspended in excess of 10 days may still be entitled to a free, appropriate, public education.
- e. If a student with a disability presents a danger to himself or others, or is so disruptive that his behavior substantially interferes with the right of other students to benefit from an education, an interim change of placement may be authorized by either (1) special education team decision accompanied by parental consent; or (2) court order.
- f. Nothing stated herein shall preclude the special education team from placing a student with a disability, determined to have brought a firearm to school, in an interim alternative educational setting in accordance with state and federal law.

Definitions

"Student with disability" refers to a student eligible for special education under either: (1) the Individuals With Disabilities Education Act (IDEA) as implemented by state regulations compiled in the Administrative Manual: Programs for Exceptional Children (AMPEC); or (2) Section 504 of the Rehabilitation Act.

"Special education team" refers to an Individual Educational Program (IEP) team for students eligible under the IDEA and a multidisciplinary team for students eligible under Section 504. The composition of both teams should include individuals knowledgeable about the student, the meaning of evaluation data, and placement options.

CHAPTER VI

VIOLATIONS OF THE CODE OF STUDENT CONDUCT

The Code of Student Conduct defines specific acts which are considered violations of expected student behavior. School rules come from many sources including State Law, School Policy, and Charter School Guidelines and Regulations. These violations are examples of those acts which disrupt the school environment and the instructional process.

The aim of this chapter is to provide school personnel, parents, students, and the community clear understanding of code violations and resulting disciplinary actions.

A major consideration of the Code of Student Conduct is to identify appropriate disciplinary actions to bring about positive student behavior. The severity and frequency of the misbehavior and the age and maturity of the student are considered in defining appropriate disciplinary action. It is understood that the severity of a violation of the Code necessitates disciplinary action that is appropriately severe. While administrative personnel bear the major responsibility for effectively carrying out the discipline policies, the total staff plays a vital role in resolving problems and influencing student behavior. Corporal Punishment will not be administered at Thomas A. Edison Charter School.

The Code of Conduct shall also apply to out-of-school conduct by a student if the School believes that the nature of such conduct indicates that the student presents a threat to the health, safety, or welfare of students or staff.

Such out-of-school conduct shall include, but not be limited to

- Acts of violence which are punishable by law.
- Sexual offenses which are punishable by law.
- The sale, transfer or possession of drugs which would constitute an offense punishable by law.
- Felony charges.

Nothing in this section dealing with out-of-school conduct will have any effect on or alter in any way the application of the Code for in-school conduct. The following pages list and define violations and disciplinary actions. The Code permits administrators and teachers to select from a list of recommended actions for certain violations in the Violations and Disciplinary Actions section of this Code of Conduct. Specific disciplinary actions are required for other violations.

The Head of School or designee shall conduct such an investigation as is reasonable under the circumstances to confirm that the charged offense has in fact been committed.

Participation in School Activities

Students participating in extracurricular programs and activities are expected to maintain the Thomas A. Edison Charter School standards of behavior in their school and community as defined by the Student Code of Conduct.

Any student placed on a probationary agreement or behavior contract will be ineligible to participate in any school-sponsored extracurricular activity or program for 90 school days.

Any student who violates Thomas A. Edison Charter School's team or group pledges or rules may become ineligible to participate in school-sponsored extracurricular activities or programs for 45 school days if recommended by the Head of School.

Thomas A. Edison Charter School administration may also declare a student ineligible to participate in any or all school-sponsored extracurricular activities and programs for a set period of time when that student's behavior results in a threat of harm to the health, safety, or welfare of staff or students or to the reputation of the school.

Furthermore, students do not have a right to participate in extracurricular activities in order to secure financial assistance to attend college. Participation is a privilege which may be forfeited due to misconduct or failure to attain and maintain required GPA.

Under certain limited circumstances, students who become the victims of a violent act perpetrated by another student may make use of the Choice process to change schools.

GLOSSARY OF DISCIPLINARY ACTIONS

BEHAVIOR CONTRACT is a written agreement of last resort among a student, the student's parent, and an administrator which specifically states the conditions that, unless met, may result in a recommendation for expulsion.

DENIAL OF BUS TRANSPORTATION is the temporary or permanent withholding of bus transportation for misconduct on the school bus, disrespect to the driver, or vandalism to the bus. Such action may be taken only by an administrator. During the period of denial of school bus transportation, parents are responsible for getting the student to and from school.

DENIAL OF DRIVING PRIVILEGES is the removal of permission to drive on school property for a specified time.

DETENTION is an established time outside the regular instructional time when a student is detained in a supervised area.

DISCIPLINARY AGREEMENT is an agreement under which a student must fulfill specific commitments or be denied certain privileges until behavior improves.

EXPULSION is the exclusion of a student from school on a permanent basis or for a period of time determined by the Board. Expulsion denies the student attendance in any and all regular school programs/activities of the school.

IN-SCHOOL SUSPENSION is the temporary placement of a student in a supervised area other than the area indicated by regularly assigned schedule

IN-SCHOOL PENALTY is an appropriate disciplinary alternative within the resources of the school.

PARENT / GUARDIAN CONTACT / CONFERENCE is a contact by telephone or in person with a parent/guardian.

REFERRAL TO ALTERNATIVE PROGRAM is a short-term educational option for students whose behavior requires removal from the regular school program. Referral to an alternative program will be made according to procedures established for the program.

REFERRAL TO THE COURTS is the filing of a charge of an alleged illegal action with the court having jurisdiction.

REFERRAL TO POLICE AGENCIES is the reporting of an alleged illegal act to a law enforcement agency.

REFERRAL TO SOCIAL SERVICES AGENCIES is a recommendation that the student seek help from a public or private social agency.

REMOVAL FROM CLASS

A. Teacher may remove a student from class for the remainder of the class period when the student's conduct is seriously disruptive and informal resolution is impracticable. Exclusion may not exceed one class period. The student must be escorted to a supervised area designated by the Head of School.

B. Administrator

An administrator may temporarily remove a student from class if the student's continued attendance in a particular class causes serious disruption of the educational process or presents immediate danger of physical harm to either the student or others. The student will be assigned to a supervised area. Removal from class by an administrator shall not exceed five (5) days. However, a student may be permanently removed from a particular class after repeated infractions.

REPRIMAND is a verbal or written warning that behavior is not acceptable.

RESTITUTION/RESTORATION is the payment for and/or restoring of school property or articles which have been damaged, lost, or stolen.

TIME OUT a student may be excluded from participating in an activity for a short period of time.

OUT OF SCHOOL SUSPENSION is a student's temporary exclusion from regular school attendance and activities by an administrator. The Head of School may suspend a student for up to five (5) days. The Head of School or designee may extend the suspension for serious infractions or while a student awaits an expulsion hearing. While serving an out of school suspension a student is forbidden from being on the property of the school for any reason unless accompanied to a pre-arranged appointment by a parent or guardian. Suspended students are also prohibited from participating in any curricular or co-curricular activities held at the school or any other school. When a student is suspended, written notification of the suspension shall be sent to the parent/guardian. The notification shall state the cause and duration of the suspension. For each out-of-school suspension for 1 or 2 days, the Head of School is required to hold an in-person or phone conference. If the suspension is for three (3) or more days, the Head of School is required to hold a conference, to include the parent and child, prior to the readmission of the student. A definite time and date for a conference shall be scheduled at a place designated by the school administrator. In all cases of suspension an attempt shall be made to notify the parents/guardian by telephone as soon as practicable.

WORK ASSIGNMENT is an assigned task which must be completed by the student. The time required should not exceed five (5) hours and should be related to the severity of the offense.

GLOSSARY RELATED TO DRUGS AND ALCOHOL:

A. **ALCOHOL** means alcohol or any alcoholic liquor capable of being consumed by a human being, as defined in Section 101 of Title 4 of the Delaware Code, including alcohol, spirits, wine, and beer.

B. **DRUG** means any controlled substance or counterfeit substance as defined in Chapter 47 of Title 16 of the Delaware Code, including, for example, narcotic drugs such as heroin or cocaine, amphetamines, anabolic steroids, and marijuana, and any prescription substance which has been given to or prescribed for a person other than the student in whose possession it is found.

C. **DRUG PARAPHERNALIA** means all equipment, products, and materials as defined in section 4701 of Title 16 of the Delaware Code, including, for example, roach clips, miniature cocaine spoons, and containers for packaging drugs.

D. **PRESCRIPTION DRUGS** means any substance obtained directly from or pursuant to a valid prescription or order of a practitioner, as defined in 16 Delaware Code, sec. 4701 (24), while acting in the course of his or her professional practice and which is specifically intended for the student in whose possession it is found.

E. **DRUG-LIKE SUBSTANCE** means any non controlled and/or nonprescription substance capable of producing a change in behavior or altering a state of mind or feeling, including, for example, some over-the-counter cough medicines, certain types of glue, and caffeine pills.

F. **NON PRESCRIPTION MEDICATION** means any over-the-counter medication; some of these medications may be a "drug-like substance."

G. **LOOK-ALIKE SUBSTANCE** means any non-controlled substance which is packaged so as to appear to be a drug, alcohol, or drug-like substance or about which a student makes an express or implied representation that the substance is a drug or controlled substance capable of producing a change in behavior or altering a state of mind or feeling. See 16 Delaware Code, sec. 4752A.

H. **POSSESS, POSSESSING, OR POSSESSION** means that a student has on his/her person, in his/her belongings, or under his/her reasonable control by placement of and knowledge of the whereabouts alcohol, a drug, a look-alike substance, a drug-like substance or drug paraphernalia. Items found in a student's locker, automobile, purse, book bag, or similar container used to carry books or personal property are considered in the possession of the owner of the vehicle or container or the student who is assigned that locker.

I. **USE** means that a student is reasonably known to have ingested, smoked or otherwise assimilated alcohol, a drug or a drug-like substance or is reasonably found to be under the influence of such a substance.

J. **DISTRIBUTE, DISTRIBUTING OR DISTRIBUTION** means the transfer or attempted transfer of alcohol, a drug, a look-alike substance, a drug-like substance, or drug paraphernalia to any other person with or without the exchange of money or other valuable consideration.

K. **SCHOOL ENVIRONMENT** means within or on school property and/or at school sanctioned or supervised activities, including, for example, on school grounds, on school buses, at functions held on school grounds, at extra-curricular activities held on/or off school grounds, on field trips, and at functions held at the school in the evening.

VIOLATIONS AND DISCIPLINARY ACTIONS

THE LIST IS NOT ALL INCLUSIVE, AND A STUDENT COMMITTING AN ACT OF MISCONDUCT NOT LISTED WILL STILL BE SUBJECT TO THE AUTHORITY OF THE HEAD OF SCHOOL OR DESIGNEE. SERIOUS OR EXCESSIVE BEHAVIOR WHICH NECESSITATES A MORE SEVERE DISCIPLINARY ACTION THAN THAT REQUIRED OR OPTIONAL UNDER THE FOLLOWING DISCIPLINARY ACTIONS SHALL BE SUBJECT TO THE DISCRETIONARY AUTHORITY OF THE HEAD OF SCHOOL UP TO AND INCLUDING A RECOMMENDATION FOR EXPULSION.

When establishing disciplinary action to be taken, the first priority shall be those that are required action(s). When selecting appropriate disciplinary actions from among those listed under "Required," the administrator or designee may select one or more of the actions listed in addition to implementing those which are required. Multiple offenses may be treated under the more severe penalties listed under subsequent violations.

Level I

Abusive Language

Student-to-student: Written or spoken language or gestures that are offensive, obscene or vulgar.

First Offense

Parent/guardian notification
1 day detention

Subsequent Offenses

Parent/guardian notification
1-3 day(s) in-school suspension

Class Cutting

Unexcused absence from a class without authorization or approved reason.

First Offense

Parent/guardian notification
1-day detention

Subsequent Offenses

Parent/guardian notification
1-3 day(s) in-school suspension

Forgery

The act of forging a signature or using something written falsely to deceive.

First Offense

Parent/guardian notification and conference

Notification of police, charges may be filed
DOE Student Conduct Report will be filed as
required by law
1 day in-school suspension

Subsequent Offenses

Required: same as first offense (excluding in-school-suspension) with
2-3 day(s) in-school suspension

Gambling

Participating in game(s) of chance; including, but not limited to, card playing for money and/or other things of value.

Grades K-5

First Offense: Required

Written Reprimand

Parent/guardian notification

1 hour time-out, which can include time during

Subsequent Offenses

Required same as first offense excluding time out with

1-3 day(s) in-school suspension

lunch and recess

Grades 6-8

First Offense: Required
Parent/Guardian notification

Restitution/restoration if necessary
1 day detention

Subsequent Offenses

Required same as first offense excluding
detention
1-3 day(s) in-school suspension
Referral to counseling

Inappropriate Behavior

Language, gestures or actions that incite, produce distractions or disruptions, or seriously interfere with the effective functioning of the teacher, another student, a class, or any school activity. This does not include severe insubordination. Severe insubordination is a separate Level II offense.

First Offense: Required
Written Reprimand

Parent/guardian notification
1 hour time-out, which can include time during
lunch and recess

Subsequent Offenses

Required same as first offense excluding
detention with
Parent conference
1-3 day(s) in-school suspension

Inappropriate Bus Behavior

Behavior which produces distractions, or disturbances which seriously or repeatedly interfere with the bus driver, cause unsafe conditions, or disrespect to the driver.

First Offense: Required

Written Reprimand

Parent/guardian notification

Second Offense: Required

Parent/guardian notification

Conference with parent, child
and Head of School

Subsequent Offenses:
Required

Parent/guardian
notification
Suspension of bus
privileges (three days, five
days, ten days)

Leaving School without Authorization

Once a student arrives at the school campus he/she may not leave, unless authorized to do so, until the end of the student's scheduled day.

Each Offense

Parent/guardian conference
1-3 day(s) in-school suspension

Student Presence in Any Prohibited School Area

Unauthorized presence of a student in any prohibited area.

First Offense

Parent/guardian notification
1 day detention

Second Offense

Parent/guardian notification
2 days detention

Subsequent Offenses

Parent/guardian notification
1-3 day(s) in-school
suspension

Trespassing

Entering or remaining on school property without authorization; including, but not limited to, knowing or unknowing entry upon school property by a suspended student or student or student from another school who does not have a legitimate reason for being there.

Each Offense

Issue warning that person is trespassing and must leave immediately

Notification of police, charges may be filed

If presently on suspension period: extension of suspension for 1 additional day. If not, 1-day suspension

Unauthorized Use of Electronics

The use of any public display of any of the following on school premises during the school hours of any school day; cellular phones, pocket pagers, laser pointers, personal music devices (walkmans, MP3 players, etc.); electronic games and other materials designated by staff as disruptive or potentially disruptive. Failure to give an electronic device to school personnel when asked will be considered as defiance/serious insubordination.

Each Offense: Required

Item(s) taken and kept in office for parent/guardian to pick up; any electronic device not picked up before August 1 will be discarded.

Level II

Abusive Language

Written or spoken language or gestures that are offensive, obscene or vulgar.

First Offense

Parent/guardian notification

1 day out-of-school suspension

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension)

3 days out-of-school suspension

Behavior Support Plan

Subsequent Offenses

Required: same as second offense (excluding 3 day out-of-school suspension) with 5 days out-of-school suspension

Academic Cheating

Academic cheating is the act or instance of deception in preparing or presenting course work or class assignments as a student's own authentic work when it is not. This includes, but is not limited to: 1. copying another student's paper, 2. unauthorized use of notes or sharing answers during a test or examination, 3. presenting another person's work as one's own, 4. presenting quotations, words, or ideas without proper references or credit (plagiarism). The person sharing the information will receive the same consequences as the person who turned the work in as his/her own. These examples also apply to electronic information retrieved from the internet.

First Offense: Required

Parent/guardian notification

Grade penalty of zero for the specific incident

1 day in-school suspension

Subsequent Offenses

Required same as first offense excluding in-school suspension with

Parent/guardian conference

1-3 day(s) out-of-school suspension

Breaking and Entering

Unauthorized entry of any locked area of school during or after school; including, but not limited to, rooms, classrooms, auditorium, gym, offices, lockers, or cabinets.

Grades K-5

First Offense: Required
Parent/guardian notification

DOE Student Conduct Report will be filed as required by law
1 day in-school suspension

Subsequent Offenses

Required same as first offense excluding 1 day in-school suspension with
Referral to counselor

1-3 day(s) out-of-school suspension

Grades 6-8

First Offense: Required
Parent/guardian notification and conference

Restitution/restoration if necessary

3 days out-of-school suspension

DOE Student Conduct Report will be filed as required by law
Notification of police, charges may be filed
Referral to counselor

Second Offense

Required: same as first offense (excluding 3 day out-of-school suspension) with
Referral to outside counseling

5 days out-of-school suspension

Subsequent Offenses

Required: same as second offense (excluding 3 day out-of-school suspension) with
5 days out-of-school suspension

Recommendation for alternative placement

Bullying

(See Bullying Policy in Appendix B)

Bullying is any intentional written, electronic, verbal or physical act or actions against a student, school volunteer or school employee. Bullying is usually defined as involving repeated acts of aggression that aim to dominate another person by causing pain, fear or embarrassment. However, one act alone may constitute bullying if the requisite intent and effect set forth in the definition are met. Bullying may be perpetuated by an individual or a group. It may be direct or indirect.

Grades K-5

First Offense
Parent/guardian notification and conference

Restitution/resolution if necessary

DOE Student Conduct Report will be filed as required by law
Referral to school counseling
1 hour detention, which can include time during lunch and recess
Sign anti-bullying pledge

Second Offense

Required: same as first offense (excluding detention) with

Possible notification of police

1 day in-school suspension

Subsequent Offenses

Required: same as second offense with referral to outside counseling

1-3 day(s) out-of-school suspension

Behavior Support Plan

Grades 6-8

First Offense

Second Offense

Subsequent Offenses

Parent/guardian notification and conference	Required: same as first offense (excluding in-school suspension) with 1 day out-of-school suspension	Required: same as second offense (excluding 1 day out-of-school suspension) with 3 days out-of-school suspension Behavior Support Plan
Restitution/restoration if necessary		
Notification of police, charges may be filed		
DOE Student Conduct Report will be files as required by law		
Referral to counseling		
1 day in-school suspension		
Sign anti-bullying pledge		

Careless or Reckless Behavior

Intentional or unintentional behavior that threatens to or causes personal injury or property damage.

Grades K-5

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Possible notification of police, charges may be filed
1 day in-school suspension

Second Offense

Required: same as first offense (excluding 1 day in-school suspension)
1 day out-of-school suspension

Subsequent Offenses

Required: same as second offense (excluding 1 day out-of-school suspension) with Behavior Support Plan

Grades 6-8

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Possible notification of police, charges may be filed
1-3 days in-school suspension

Second Offense

Required: same as first offense (excluding in-school suspension)
1-3 days out-of-school suspension

Subsequent Offenses

Required: same as first offense (excluding in-school suspension) with 3-5 days out-of-school suspension
Behavior Support Plan

Criminal Mischief/Vandalism

The destruction or defacing of school property or the property of others (including the unauthorized altering/tampering or vandalism of school owned electronic equipment and software). If value of property is in excess of \$1,000, First Offense will follow Subsequent Offense consequences.

Grades K-5

First Offense: Required

Parent/guardian notification and conference

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

Possible police notification, charges may be

Subsequent Offenses

Required: same as first offense excluding in-school suspension with

Referral to counselor

1 day out-of-school suspension

filed
1 day in-school suspension

Grades 6-8

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Notification of police, charges may be filed

DOE Student Conduct Report will be file as required by law.

Referral to counseling

1 day out-of-school suspension

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension) with 3 days out-of-school suspension

Subsequent Offenses

Required: same as first offense (excluding in-school suspension) with 5 days out-of-school suspension
Recommendation for alternative placement

Defiance

Serious insubordination; intentionally defiant behavior or attitude; resistance to authority

First Offense

Parent/guardian notification and conference

1 day out-of school suspension

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension) with

3 days out-of-school suspension
Behavior Support Plan

Subsequent Offenses

Required: same as second offense (excluding 3 days out-of-school suspension) with 5 days out-of-school suspension

Failure to Attend Detention

First Offense

Written reprimand

Parent/guardian notification
1 day in-school suspension

Second Offense

Required: same as first offense (excluding 1 day in-school suspension) with 1 day out-of-school suspension

Fighting

Aggressive, physical conflict between two or more individuals; including, but not limited to, wrestling and punching

Grades K-5

First Offense: Required

Parent/guardian notification and conference

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

1 day in-school suspension

Second Offense

Required: same as first offense excluding 1 day out-of-school suspension with 3 days out-of school suspension

Behavior Support Plan

Referral to Counselor

Subsequent Offenses

Required same as second offense (excluding 3 days out-of-school suspension) 5 days out-of-school suspension
Recommendation for alternative placement

Grades 6-8

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Referral to counseling

DOE Student Conduct Report will be filed as required by law
3 days out-of-school suspension

Second Offense

Required: same as first offense (excluding 3 days out-of-school suspension) with

5 days out-of-school suspension

Behavior Support Plan

Referral to counseling

Subsequent Offenses

Required: same as second offense (excluding 3 days out-of-school suspension) with

5 days out-of-school suspension

Recommendation for alternative placement

Inappropriate Item/Material

Using or processing written language, clothing, electronic messages, pictures and objects considered to be offensive or not suitable for educational setting.

First Offense

Parent/guardian notification and conference

1 day in-school suspension

Second Offense

Required: same as first offense (excluding 1 day in-school suspension) with:

3 days in-school suspension

Subsequent Offense

Required: same as second offense (excluding in-school suspension) with:

1-3 day(s) out-of school suspension in sequential order

Inappropriate Sexual Behavior

(Including, but not limited to, physical touching of intimate body parts of self): Consensual acts of affection or intimacy inappropriate to an educational setting; including, but not limited to, any action or suggestion by one or more persons involving the use or display of body parts generally referred to as private.

Grades K-5**First Offense**

Parent/guardian notification and conference

Referral to mediation and/or counseling

1 day in-school suspension

Subsequent Offenses

Required: same as first offense (excluding in-school suspension) with:

1-3 day(s) out-of-school suspension in sequential order

Possible notification of police, charges may be filed

Grades 6-8**First Offense**

Parent/guardian notification and conference

1 day out-of-school suspension

Referral for counseling

Possible notification of police, charges may be filed

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension) with:

3 days out-of-school suspension

Subsequent offenses

Required: same as second offense (excluding 3 days out-of-school suspension) with:

5 days out-of-school suspension

Instigation

Behavior which is likely to incite or produce aggressive or physical conflict between two or more individuals.

Grades K-5

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Possible notification of police, charges may be filed

Referral to mediation and/or counseling

1 day in-school suspension

Second Offense

Required: same as first offense (excluding 1 day in-school suspension) with:

2 days in-school suspension

Behavior Support Plan

Grades 6-8

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Possible notification of police, charges may be filed

Referral to mediation and/or counseling

1 day out-of-school suspension

Second Offense

Required: same as first offense (excluding 1 out-of-school suspension) with:

3 days out-of-school suspension

Behavior Support Plan

Subsequent Offenses

Required: same as second offense (excluding 3 days out-of-school suspension) with:

5 days out-of-school suspension

Offensive Touching Student to Student

Intentionally touching a student, by a student with a part of the body or with an instrument, thereby causing offense, alarm, or minor physical harm. For example: shoving.

Grades K-5

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

Possible notification of police, charges may be filed

DOE Student Conduct Report will be filed as required by law

Referral to Mediation

1 day in-school suspension

Second Offense

Required: same as first offense (excluding 1 day in-school suspension) with:

1 day out-of-school suspension

Behavior Support Plan

Subsequent Offense

Required: same as second offense (excluding 1 day out-of-school suspension) with:

3 day out-of-school suspension

Grades 6-8

First Offense

Parent/guardian notification and conference

Restitution/restoration if

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension) with:

3 days out-of-school

Subsequent offense

Required: same as second offense (excluding 3 days out-of-school suspension) with:

5 days out-of-school

necessary Possible notification of police, charges may be filed DOE Student Conduct Report will be filed as required by law Referral to meditation 1 day out-of-school suspension	suspension Behavior Support Plan Referral to mediation and/or counseling	suspension
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Reckless Burning

When a person intentionally starts a fire or causes an explosion and recklessly places a building or property in danger of destruction or damage or places another person in danger of physical injury

First Offense

Parent/guardian notification and conference
Restitution/restoration if necessary
Notification of Fire Marshal, charges may be filed
5 days out-of-school suspension

Second Offense

Required: same as first offense with:
Recommendation for alternative placement

Sexual Harassment

Actions or statements that are sexual in nature, which offend or defame the dignity or self-esteem of a reasonable individual. Examples include, but are not limited to; unwelcome sexual advances, sexual remarks or jokes, requests for sexual favors, and other offensive verbal, written or physical conduct directed to an individual. Also included in this definition are the display of pictures, drawings or other items that are sexual in nature.

First Offense

Parent/guardian notification and conference

Notification of victim's parents
Possible police notification
DOE Student Conduct Report will be filed as required by law
Referral to counseling
3 days out-of-school suspension

Subsequent Offenses

Required: same as first offense (excluding 3 days out-of-school suspension) with:
5 days out-of-school suspension
Recommendation for alternative placement

Smoking/Possession of Tobacco/Tobacco Products

Possession includes, but is not limited to, on a student's person, in a student's belongings, or under reasonable control by placement of and knowledge of the whereabouts of tobacco.

First Offense

Parent/guardian notification and conference
1 day in-school suspension

Referral to School Nurse for smoking cessation information

Second Offense

Required: same as first offense with:
1-3 days in-school suspension in sequential order

Tampering with any Fire Safety Devices:

First Offense

Parent/guardian notification and conference
 Notification of Fire Marshal, charges may be filed
 Restitution/restoration if necessary
 5 days out-of school suspension

Second Offense

Required: same as first offense with:
 Recommendation for alternative placement

Theft/Possession/Transfer of Stolen Goods:

The act of taking possession or transferring the property of another without the consent of the owner. If value of property is in excess of \$1000, First Offense will follow Subsequent Offense consequences.

Grades K-5**First Offense**

Parent/guardian notification and conference

 Restitution/restoration if necessary
 1-hour time-out which can include lunch recess

Second Offense

Required: same as first offense (excluding time-out) with:
 Referral to mediation and/or counseling
 1 day in-school suspension

Subsequent Offenses

Required: same as second offense (excluding in-school suspension) with:
 Possible notification of the police, charges may be filed
 DOE Student Conduct Report will be filed for offenses in excess of \$1,000, as required by law
 Referral to counseling
 1 day out-of-school suspension

Grades 6-8**First Offense**

Parent/guardian notification and conference

 Restitution/restoration if necessary
 Notification of police, charges may be filed

 Referral to mediation and/or counseling
 1 day out-of-school suspension

Second Offense

Required: same as first offense (excluding 1 day out-of-school suspension) with:
 3 days out-of-school suspension

Subsequent Offenses

Required: same as second offense (excluding 3 days out-of-school suspension) with:
 5 days out-of-school suspension
 DOE Student Conduct Report will be filed for offenses in excess of \$1,000, as required by law
 Recommendation for alternative placement

Theft using coercion: obtaining money or property from another student through coercion, intimidation or threat of physical harm.**Grades K-5****First Offense**

Parent/guardian notification

Second Offense

Required: same as first offense (excluding 1 day in-school suspension) with:

Subsequent Offenses

Required: same as second offense (excluding 1 day out of school suspension) with:

Possible police notification, charges may be filed
DOE Student Conduct report will be filed as required by law
1 day in-school suspension

1 day out-of-school suspension
Behavior Support Plan

3 days out-of-school suspension

Grades 6-8
First Offense
1 day – out of school suspension

Second Offense
Required: same as first offense (excluding 1 day out-of-school suspension) with:
3 days – out-of-school suspension

Subsequent Offenses
Required: same as second offense (excluding 3 day out-of-school suspension) with:
5 days – out of school suspension

Parent/guardian notification

Police notification, charges may be filed

DOE Student Conduct report will be filed as required by law

Parent/guardian conference required before returning to school
Behavior Support Plan

Threatening Behavior to Staff

A threat to engage in menacing behavior that is violent or sexual in nature to an individual staff member (not a group or community) – without physical contact – that would cause a reasonable person offense, annoyance, or alarm.

Grades K-5
First Offense
Parent/guardian notification and conference

Notification of police, charges may be filed
DOE Student Conduct Report will be filed as required by law
1 day out-of-school suspension

Second Offense
Required: same as first offense (excluding 1 day out-of-school suspension) with:
3 days out-of-school suspension
Behavior Support Plan

Referral to mediation and/or counseling

Subsequent Offenses
Required: same as second offense (excluding 3 days out-of-school suspension) with:
5 days out-of-school suspension
Recommendation for alternative placement

Grades 6-8
First Offense
Parent/guardian notification and conference
Notification of police, charges may be filed
DOE Student Conduct Report will be filed as required by law
5 days out-of-school suspension
Behavior Plan
Referral to mediation and/or counseling

Second Offense
Required: same as first offense with:
5 days out-of-school suspension
Recommendation for alternative placement

Threatening Behavior to Student

A threat to engage in menacing behavior that is violent or sexual in nature to an individual student (not a group or community) – without physical contact – that would cause a reasonable person offense, annoyance, or alarm.

First Offense

Parent/guardian notification and conference

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law
1 day in-school suspension

Second Offense

Required: same as first offense (excluding in-school suspension) with:

Referral to mediation and/or counseling

1 day out-of-school suspension

Behavior Support Plan

Subsequent Offenses

Required: same as second offense (excluding 1 day out-of-school suspension) with:

Possible notification of police, charges may be filed

3 days out-of-school suspension

Level III**Arson**

Any act utilizing fire, smoke, or explosives, which causes alarm or danger to life; and/or willful or malicious burning of school property, it's contents, or the personal property of others.

First Offense

Parent/guardian notification and conference

Notification of Fire Marshal, charges may be filed

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for expulsion

Assault on Staff

An unlawful physical attack using force upon a staff member resulting in physical injury.

First Offense

Parent/guardian notification and conference

Notification of police, charges may be filed

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for expulsion

Assault on Student

An unlawful physical attack using force upon a student resulting in physical injury

First Offense

Parent/guardian notification and conference

Notification of police, charges may be filed

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for alternative placement for Assault III; recommendation for expulsion for Assault II

Attorney General's Report

Out-of-school conduct that includes, but is not limited to acts of violence which are punishable by law; sexual offences which are punishable by law; felony charges; or the sale, transfer or possession of drugs which would constitute an offense punishable by law.**

First Offense

Parent/guardian notification and conference

5 days out-of-school suspension

Recommendation for alternative placement or expulsion

****A student who is found to possess drugs out-of-school for personal use only and who enters and successfully finishes a drug counseling/treatment program will not be disciplined under the Code of Conduct.**

Dangerous Instrument(s) Possession/Concealment/Sale

Any unauthorized possession/concealment/sale of an instrument, article or substance which is readily capable of causing serious physical injury or death. If the full blade of a knife is more than three inches, the item will be considered a dangerous instrument.

First Offense

Parent/guardian notification and conference

Notification of police, charges may be filed

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for alternative placement

* Dangerous instrument is defined in this Code as "an article or substance which is readily capable of causing death or serious physical injury."

Deadly Weapons(s) Possession/Concealment/Sale

Regardless of possessor's intent, any possession/concealment/sale of a deadly weapon. The Deadly Weapon list includes, but is not limited to, firearms, starter guns, pellet guns (hard and soft), BB guns, air guns, bombs, electric weapons, projectile devices, knives with a full blade measuring three or more inches, switch blade knife, mace, pepper gas, billy, blackjack, bludgeon, metal knuckles, slingshot, razor, bicycle chain, ice pick, and non-functional weapons. Also, any dangerous instrument*, as defined in this Code, will be considered a deadly weapon when used, or attempted to be used, to cause death or serious physical injury.

First Offense

Parent/guardian notification and conference

Notification of police, charges may be filed

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for expulsion

Distribution of Drugs and/or Alcohol and/or Paraphernalia

Known sale, transfer, or distribution of drugs, alcohol, or look-alike substances. This situation includes prescription drugs, or over-the-counter drugs. Possession of excessive amounts of drugs/alcohol or look-alike substances are considered as "possession with intent to deliver". An "illegal substance" includes all substances which fall under the definition of "controlled substances" set forth in the Uniform Controlled Substances Act (16 Del. C. Sec. 4701 et seq.).

First Offense

Parent/guardian notification and conference
 Notification of police, charges may be filed
 DOE Student Conduct Report will be filed as required by law
 5 days out-of-school suspension
 Recommendation for expulsion

Use and/or Possession of Drugs and/or Alcohol and/or Paraphernalia

To possess on your person or among your personal belongings, or to use or have consumed alcohol, drugs or any illegal substance. This situation includes look-alike substances, prescriptions drugs*, or over-the-counter drugs*. Possession of excessive amounts of drugs and/or alcohol or look-alike substances in considered "possession with intent to deliver" and is treated as the Level III violation: "Distribution of Drugs and/or Alcohol and/or Paraphernalia."

First Offense

Parent/guardian notification and conference with evidence of an assessment by a licensing drug and alcohol agency
 Notification of police, charges may be filed
 DOE Student Conduct Report will be filed as required by law
 5 days out-of-school suspension
 Recommendation for expulsion

Second Offense

Required: same as first offense (excluding alternative placement) with:
 Recommendation for expulsion

*Does not include possession of prescription drugs for personal use if prescribed by authorized medical personnel. Does not include possession of reasonable amounts of over the counter drugs for personal use.

Offensive Touching to Staff

Intentionally touching a staff member with a part of the body or with an instrument, thereby causing offense or alarm

First Offense

Parent/guardian notification and conference
 Notification of police, charges may be filed
 DOE Student Conduct Report will be filed as required by law
 5 days out-of-school suspension
 Recommendation for alternative placement

Rape or Attempted Rape

Forced or attempted forced sexual contact (including Unlawful Sexual Contact) without consent of victim.

First Offense

Parent/guardian notification and conference
 Notification of police, charges may be filed
 DOE Student Conduct Report will be filed as required by law
 5 days out-of-school suspension
 Recommendation for alternative placement for Unlawful Sexual Contact III; recommendation for expulsion for Rape or

Second Offense

Parent/guardian notification and conference
 Notification of police charges may be filed
 DOE Student Conduct Report will be filed as required by law
 5 days out-of-school suspension
 Recommendation for Unlawful Sexual Contact III

attempted rape

Robbery

To obtain or attempt to obtain money, goods, services or information from another by physical force or violence, coordinated violence, or intimidation using a dangerous instrument or weapons.

First Offense

- Parent/guardian notification and conference
- Notification of police charges may be filed
- Restitution/restoration if necessary
- DOE Student Conduct Report will be filed as required by law
- 5 days out-of-school suspension
- Recommendation for alternative placement Robbery II; recommendation for expulsion for Robbery I.

Second Offense

- Parent/guardian notification and conference
- Notification of police charges may be filed
- DOE Student Conduct Report will be filed as required
- Restitution/restoration if necessary
- 5 days out-of-school suspension
- Recommendation for Robbery II for expulsion

Threat to the Orderly School Process

A verbal, written or physical threat to commit any crime likely to result in death or serious injury to persons (groups, communities, assemblages) or property; including, but not limited to, false statements or actions likely to cause evacuation of a building, place or assembly or facility of public transportation. This also includes statement(s), behavior or acts made that are likely to cause serious inconvenience or in reckless disregard of the risk of causing terror or serious inconvenience. Including but not limited to bomb threats false fire alarms, and terroristic threats*.

First Offense

- Parent/guardian notification and conference
- Notification of police charges may be filed
- DOE Student Conduct Report will be filed as required by law
- 5 days out-of-school suspension
- Possible mental health evaluation (at parent's expense)
- Recommendation for expulsion
- *This includes possession of look-alike weapons with or without verbal threat.**

8. Make referrals to external agencies if necessary.
9. Provide the victim with information for mental health or medical treatment needs.

Title 14 Del. C §4110

Disturbing schools or destroying school property; penalty.

Whoever disturbs a public school in session or willfully destroys and public school property shall be fined \$20, to be collected as other fines, and paid to the Board of Directors of the charter school for the benefit of the charter, or imprisonment not more than 30 days, or both. (32 Del. Laws, c. 160, § 57; Code 1935, § 2752; 14 Del. C. 1953, § 4113; 57 Del. Laws, c. 113.)

Title 11 Del. C § 621

Terroristic threatening.

A person is guilty of terroristic threatening when he or she commits any of the following:

1. The person threatens to commit any crime likely to result in death or in serious injury to person or property.
2. The person makes a false statement or statements:
 - a. Knowing that the statement or statements are likely to cause evacuation of a building, place of assembly, or facility of public transportation;
 - b. Knowing that the statement or statements are likely to cause serious inconvenience; or
 - c. In reckless disregard of the risk of causing terror or serious inconvenience; or
3. The person commits an act with intent of causing an individual to believe that the individual has been exposed to a substance that will cause the individual death or serious injury.

Any violation of paragraph (a)(1) of this section shall be a class A misdemeanor except where the victim is a person 62 years of age or older, in which case any violation of paragraph (a)(1) of this section shall be class G felony. Any violation of paragraph (a)(2) of this section shall be class G felony unless the place at which the risk of evacuation, serious inconvenience or terror is created is a place that has a purpose, in whole or in part, of acting as a daycare facility, nursery or preschool, kindergarten, elementary, secondary or vocational-technical school, or any long-term care facility in which elderly persons are housed, in which case it shall be a class F felony. Any violation of paragraph (a)(3) of this section shall be a class F felony. Notwithstanding any provision of this subsection to the contrary, a first offense paragraph (a)(2) of this section by a person 17 years old or younger shall be a class A misdemeanor.

In addition to the penalties otherwise authorized by law, any person convicted of an offense in violation of paragraph (a)(2) of this section shall:

1. Pay a fine of not less than \$1,000 nor more than \$2,500, which fine cannot be suspended; and
2. Be sentenced to perform a minimum of 100 hours of community service.

In addition to the penalties otherwise authorized by law, any person convicted of an offense in violation of paragraph (a)(3) of this section shall pay a fine of not less than \$2,000, which

or staff. Thomas A. Edison Charter School will not wait for adjudication of said felony to proceed with alternative placement or expulsion procedures. Example: If a student is arrested for selling narcotics in the community, he/she may be expelled from school. Students need to realize that out-of-school behavior can result in expulsion from school or placement in an alternative program.

APPENDIX B

Bullying Prevention Policy

Thomas A. Edison Charter School recognizes that a safe learning environment is necessary for students to learn and achieve high academic standards. The School strives to provide a safe learning environment for all students and employees.

I. Prohibition of Bullying

To further these goals and as required by 14 Del. C. §4112D, Thomas A. Edison Charter School hereby prohibits the bullying of any person on school property or at school functions or by use of data or computer software that is accessed through a computer, computer system, computer network or other electronic technology of a school district or charter school from grades kindergarten through grade twelve. Thomas A. Edison Charter School further prohibits reprisal, retaliation or false accusation against a target, witness or one with reliable information about an act of bullying.

- o "School function" includes any field trip or any officially sponsored public or charter school event in the State.
- o "School property" means any building, structure, athletic field, sports stadium or real property that is owned, operated, leased or rented by any public school district or charter school including, but not limited to, any kindergarten, elementary, secondary, or vocational-technical school or charter school, or any motor vehicle owned, operated, leased, rented or subcontracted by any public school or charter school.

II. Definition of Bullying

As used in this policy, bullying means any intentional written, electronic, verbal or physical act or actions against a student, school volunteer or school employee that a reasonable person, under the circumstances, should know will have the effect of:

- A. Placing a student, school volunteer or school employee in reasonable fear of substantial harm to his or her emotional or physical well-being or substantial damage to his or her property; or
- B. Creating a hostile, threatening, humiliating or abusive educational environment due to the pervasiveness or persistence of actions or due to a power differential between the bully and the target; or
- C. Interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities or benefits; or
- D. Perpetuating bullying by inciting, soliciting or coercing an individual or group to demean, dehumanize, embarrass or cause emotional, psychological or physical harm to another student, school volunteer or school employee.

Bullying is usually defined as involving repeated acts of aggression that aim to dominate another person by causing pain, fear or embarrassment. However, one act alone may constitute bullying if the requisite intent and effect set forth in the definition are met. Bullying may be perpetuated by an individual or a group. It may be direct or indirect. Although a person may be repeatedly bullied, a different person might be doing the bullying each time, which may make it difficult to recognize that bullying is occurring. An act is intentional if it is the person's conscious objective to engage in conduct of that nature. The actions listed below are some examples of intentional actions which may become bullying depending on their reasonably foreseeable effect:

- a. I will not bully others
 - b. I will try to help anyone that I suspect is being bullied
 - c. I will try to include students who are left out.
 - d. If someone is being bullied, I will tell an adult.
 - e. The school-wide program may also include a school kick-off event, committee and staff trainings, school-wide questionnaires, staff discussion group meetings, and programs to involve parents, as determined by the Coordinating Committee.
5. Possible classroom level components, if recommended by the Coordinating Committee
- a. Post and enforce principles against bullying
 - b. Regular, ongoing class meetings, discussions, or role playing activities
 - c. Involve parents in bullying prevention
 - d. Find creative ways to incorporate issues involving bullying into the regular curriculum.
6. Individual Level Components
- a. Supervise students' activities
 - b. Ensure that all staff intervene appropriately on the spot when suspected bullying occurs
 - c. Discuss bullying behavior with students who bully and (separately) with targets of bullying, and with their parents.
 - d. Develop Behavioral Intervention Plans for involved students, with a graduated response.
 - e. Address bystander involvement.
7. Possible Community Level Components, if recommended by the Coordinating Committee
- a. Develop partnerships with community members to support the school's program
 - b. Help spread anti-bullying message in the community
 - c. Involve community members in the Bully Prevention Coordinating Committee.

IV. Reporting Requirements

Bullying is unacceptable and a culture of openness is the best way to counter such behavior. It is the responsibility of each member of the school community: pupils, staff and parents to report instances of bullying or suspicions of bullying, with the understanding that all such reports will be listened to and taken seriously.

D. Any school employee who has reliable information that would lead a reasonable person to suspect that a person is a target of bullying shall immediately report it to the Head of School.

1. Initial Concerns

- a. Staff members are encouraged to watch for early signs of bullying and stop them before they worsen.
- b. Even though there has been no report of bullying to a staff member, each staff member is encouraged to be vigilant and look for students who appear to be isolated from other students, about whom inappropriate comments are made by other students, or who show signs of peer victimization.
- c. To confirm their concerns the staff member may choose to take the following steps:
 - i. Intensify observations of student in question
 - ii. Confer with colleagues about that student
 - iii. Consult the school's bullying database.
 - iv. Take an informal survey of students about class climate
 - v. Engage in short personal interviews with some students
 - vi. Conduct a brief sociometric survey.
 - vii. Contact the parent to see how the student likes school
 - viii. Speak privately with the victim

information. Blank "Bullying – request for support forms" will be available to all students, but are not required for a report.

4. Written complaints shall be reasonably specific as to actions giving rise to the complaint and should include information as to:
 - i. Conduct involved
 - ii. Persons involved, designated bully, target, and bystanders' roles
 - iii. Time and place of the conduct alleged, number of incidents
 - iv. Names of potential student or staff witnesses.
 - v. Any actions taken in response
 - vi. Short, easy to use complaint forms can be obtained from the Head of School or main office.
 - vii. Anyone may report bullying. A report may be made to any staff member. Reports should be made in writing.
 - viii. Every identified complainant who files a written complaint with a staff member will receive a written explanation of results to the extent that it is legally allowed and be given an opportunity to inform the designated person as to whether or not the outcome was satisfactory. Easy to use follow-up forms will be made available.

VIII. Anonymous Reports

Formal disciplinary action solely based on an anonymous report is not permitted. Independent verification of the anonymous report is necessary in order for any disciplinary action to be applied.

IX. Notification of Parents

A Parent, guardian or relative caregiver pursuant to 14 Del. C § 202(f) or legal guardian of any target of bullying or person who bullies another must be notified.

X. Retaliation

Retaliation following a report of bullying is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the Head of School after consideration of the nature, severity, and circumstances of the act.

XI. Procedure to Communicate with Medical and Mental Health Professionals.

A. The following procedures for communication between school staff members and medical professionals who are involved in treating students for bullying issues must be followed:

1. Pediatricians/Primary Care Physicians and Mental Health Professionals are important links in the overall wellness of the whole child. The ability to communicate appropriately to identify the optimal health care needs of the child is necessary when issues at school impact the physical and emotional health of the child. This is especially true in bullying due to the social nature of the problem. Release of information forms must be signed by the parent, guardian or relative caregiver pursuant to 14 Del. C. § 202(f) or legal guardian in order for the primary care physician or mental health professional to communicate with school personnel regarding any treatment of a child. Releases should be signed both at school and at the physician or mental health professional's office before communication may take place according to HIPPA and FERPA guidelines.
2. If a parent refuses to sign a release form at school the school will review this policy with them, explaining the reasons the release would be advantageous to their child.
3. After confirmation that a child has been involved in a bullying incident, if the Head of School or designee recommends a mental health evaluation be completed, the School may:
 - a. Require that return to school will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.

APPENDIX C

Educational Technology Acceptable Use Policy

It is essential that all users of Thomas A. Edison Charter School technology understand both the benefits and the responsibilities associated with technology usage. Instructions for implementing the School's Acceptable Use Agreement will be provided by administrators, teachers, or library staff, whichever is applicable.

Thomas A. Edison Charter School educational technology is defined as any device which is capable of or necessary for the transmission, reception, or storage of data in the form of text, pictures, video, or audio which is owned by the school for the purpose of instruction or the support of education. Examples of educational technology include but are not limited to computers, peripherals, (such as monitors, printers, scanners, CD-Rom towers, etc.), networked devices, televisions, audio-visual devices, recorders, copiers, fax machines, display devices, software, assistive technology devices, and telephones. It also includes the use of the Internet, which connects millions of computers worldwide, as well as all computers, networks, databases, information systems, and electronic instructional systems provided by the Thomas A. Edison Charter School.

This agreement encompasses all student and community use of technology systems provided by the Thomas A. Edison Charter School. All students and community members who use Thomas A. Edison Charter School's educational technology in any form are required to sign the Acceptable Use Agreement and return it to the Head of School or designee in charge of technology. Faculty and staff have all agreed to a separate Acceptable Use Policy applicable to them.

The use of Thomas Edison technology is a privilege – not a right. Currently there are no user fees for these services. In the event a user fee is charged, users will be provided with notice of the charge prior to the imposition or collection of such.

I. GOALS

- A. To support the Thomas A. Edison Charter School curriculum
- B. To support educational research activities
- C. To enhance learning opportunities by using information technology
- D. To promote life-long learning

II. ACCEPTABLE USE

All systems are to be used in a responsible, ethical, and legal manner. In addition, usage must be in support of educational objectives, and in accordance with the behavior guidelines of Thomas A. Edison Charter School.

III. UNACCEPTABLE USE

- A. No software may be copied to or downloaded from any computer of the network except by permission of the Head of School or his/her designee.
- B. Involvement (implying direct or participatory) in unauthorized editing, deleting, or copying of any data, records, databases, passwords, directories, or configuration files is prohibited.
- C. Violating copyright or privacy laws is prohibited.
- D. Distributing material protected by trade secrets is prohibited.
- E. Soliciting, using, or sending any threatening (implying harm – physical or emotional), pornographic, or obscene material is prohibited.
- F. The purposeful use of any system inconsistent with its design is prohibited.
- G. Use of any computing resources for commercial purposes is prohibited. This includes the use of the network for commercial activities for or on behalf of businesses or other for-profit institutions, including, but not limited to product advertisement or political lobbying.
- H. Use of school technology resources for unauthorized activities is prohibited.

private to communicate, the employee should not use Thomas A. Edison Charter School computers or e-mail for doing so. Computers and e-mail may be monitored. This document satisfies the school's obligation to provide employees notice of such monitoring.

Thomas A. Edison Charter School strives to maintain a workplace and educational setting free of harassment and sensitive to the diversity of employees and students. Therefore, the school prohibits the disruptive or offensive use of computers, the e-mail system or fax machines. For example, the display or transmission of sexually explicit images, messages, and cartoons is prohibited. Other misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing or disrespectful.

VIII. DISCLAIMER

The Thomas A. Edison Charter School does not condone and will not be held responsible for any unacceptable materials obtained using its computers or other information technology. By the nature of this activity, offensive or inappropriate material may be inadvertently encountered. If such material is accessed, the user is expected to immediately leave the website. Students, staff, and community members should be aware that access to Thomas A. Edison Charter School information technology will be withdrawn from users who do not respect the rights of others and who do not follow the rules and regulations established by the school. Further, the use of any information obtained Thomas A. Edison Charter School computers is strictly at the risk of the individual user and such usage shall be consistent with the requirements of this agreement. The school specifically denies any responsibility for the accuracy or quality of information obtained through the services provided for in this agreement.

APPENDIX C

Educational Technology Acceptable Use Policy

It is essential that all users of Thomas A. Edison Charter School technology understand both the benefits and the responsibilities associated with technology usage. Instructions for implementing the School's Acceptable Use Agreement will be provided by administrators, teachers, or library staff, whichever is applicable.

Thomas A. Edison Charter School educational technology is defined as any device which is capable of or necessary for the transmission, reception, or storage of data in the form of text, pictures, video, or audio which is owned by the school for the purpose of instruction or the support of education. Examples of educational technology include but are not limited to computers, peripherals, (such as monitors, printers, scanners, CD-Rom towers, etc.), networked devices, televisions, audio-visual devices, recorders, copiers, fax machines, display devices, software, assistive technology devices, and telephones. It also includes the use of the Internet, which connects millions of computers worldwide, as well as all computers, networks, databases, information systems, and electronic instructional systems provided by the Thomas A. Edison Charter School.

This agreement encompasses all student and community use of technology systems provided by the Thomas A. Edison Charter School. All students and community members who use Thomas A. Edison Charter School's educational technology in any form are required to sign the Acceptable Use Agreement and return it to the Head of School or designee in charge of technology. Faculty and staff have all agreed to a separate Acceptable Use Policy applicable to them.

The use of Thomas Edison technology is a privilege – not a right. Currently there are no user fees for these services. In the event a user fee is charged, users will be provided with notice of the charge prior to the imposition or collection of such.

I. GOALS

- A. To support the Thomas A. Edison Charter School curriculum
- B. To support educational research activities
- C. To enhance learning opportunities by using information technology
- D. To promote life-long learning

II. ACCEPTABLE USE

All systems are to be used in a responsible, ethical, and legal manner. In addition, usage must be in support of educational objectives, and in accordance with the behavior guidelines of Thomas A. Edison Charter School.

III. UNACCEPTABLE USE

- A. No software may be copied to or downloaded from any computer of the network except by permission of the Head of School or his/her designee.
- B. Involvement (implying direct or participatory) in unauthorized editing, deleting, or copying of any data, records, databases, passwords, directories, or configuration files is prohibited.
- C. Violating copyright or privacy laws is prohibited.
- D. Distributing material protected by trade secrets is prohibited.
- E. Soliciting, using, or sending any threatening (implying harm – physical or emotional), pornographic, or obscene material is prohibited.
- F. The purposeful use of any system inconsistent with its design is prohibited.
- G. Use of any computing resources for commercial purposes is prohibited. This includes the use of the network for commercial activities for or on behalf of businesses or other for-profit institutions, including, but not limited to product advertisement or political lobbying.
- H. Use of school technology resources for unauthorized activities is prohibited.

private to communicate, the employee should not use Thomas A. Edison Charter School computers or e-mail for doing so. Computers and e-mail may be monitored. This document satisfies the school's obligation to provide employees notice of such monitoring.

Thomas A. Edison Charter School strives to maintain a workplace and educational setting free of harassment and sensitive to the diversity of employees and students. Therefore, the school prohibits the disruptive or offensive use of computers, the e-mail system or fax machines. For example, the display or transmission of sexually explicit images, messages, and cartoons is prohibited. Other misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing or disrespectful.

VIII. DISCLAIMER

The Thomas A. Edison Charter School does not condone and will not be held responsible for any unacceptable materials obtained using its computers or other information technology. By the nature of this activity, offensive or inappropriate material may be inadvertently encountered. If such material is accessed, the user is expected to immediately leave the website. Students, staff, and community members should be aware that access to Thomas A. Edison Charter School information technology will be withdrawn from users who do not respect the rights of others and who do not follow the rules and regulations established by the school. Further, the use of any information obtained Thomas A. Edison Charter School computers is strictly at the risk of the individual user and such usage shall be consistent with the requirements of this agreement. The school specifically denies any responsibility for the accuracy or quality of information obtained through the services provided for in this agreement.

attempted rape

Robbery

To obtain or attempt to obtain money, goods, services or information from another by physical force or violence, coordinated violence, or intimidation using a dangerous instrument or weapons.

First Offense

Parent/guardian notification and conference

Notification of police charges may be filed

Restitution/restoration if necessary

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Recommendation for alternative placement Robbery II;
recommendation for expulsion for Robbery I.

Second Offense

Parent/guardian notification and conference

Notification of police charges may be filed

DOE Student Conduct Report will be filed as required

Restitution/restoration if necessary

5 days out-of-school suspension

Recommendation for Robbery II for expulsion

Threat to the Orderly School Process

A verbal, written or physical threat to commit any crime likely to result in death or serious injury to persons (groups, communities, assemblages) or property; including, but not limited to, false statements or actions likely to cause evacuation of a building, place or assembly or facility of public transportation. This also includes statement(s), behavior or acts made that are likely to cause serious inconvenience or in reckless disregard of the risk of causing terror or serious inconvenience. Including but not limited to bomb threats false fire alarms, and terroristic threats*.

First Offense

Parent/guardian notification and conference

Notification of police charges may be filed

DOE Student Conduct Report will be filed as required by law

5 days out-of-school suspension

Possible mental health evaluation (at parent's expense)

Recommendation for expulsion

***This includes possession of look-alike weapons with or without verbal threat.**

Chapter VII

Investigative Procedures

- A. The Head of School, or his designee, will promptly investigate any allegation of a violation of this Code of Conduct in a timely manner and determine whether a violation has occurred.
- B. All complaints will be appropriately investigated and handled consistent with due process requirements.
1. Neither complainant nor witnesses will be promised confidentiality at the onset of an investigation. It cannot be predicted what will be discovered or what kind of hearing may result. However, efforts will be made to increase the confidence and trust of the person making the complaint. Whenever practical, the investigating person will make efforts to document the violation from several sources. This prevents the offender, when confronted, from assuming that a victim if applicable, is the complainant. Student accusers or victims may have a parent or trusted adult with them, if requested, during any investigatory activities.
 2. After receiving notice of the alleged violation, the designated person will review the complaint in conjunction with any other related complaints. Reasonable steps will then be taken by the designated person to verify the information and to determine whether the information would lead a reasonable person to suspect that a violation has occurred.
 3. Once the administrator has confirmed that a violation has occurred, the administrator will take prompt investigatory steps to determine who committed the violation and whether others played a role in the violation. The administrator will avoid forewarning the student suspects, and will interview suspects separately and in rapid succession.
 4. After identifying those who committed the violation, the administrator will apply disciplinary action, consistent with due process rights, and the range of consequences identified herein. Prior to the imposition of Any disciplinary action the student shall:
 1. be given oral or written notice of the charges and be told on what evidence the decision may be made
 2. be given the opportunity to present the student's side of the story, and
 3. have had prior opportunity to know that the alleged actions were in violation of established rules and regulations.The offender will be informed that graduating consequences may occur if the violation is repeated.
 5. The administrator will keep a written record of the violation, and any disciplinary actions taken. The administrator will keep any written statements of the offender, the victims, if any, and witnesses. Discussions with all parties should be documented as soon as possible after the events. The school will not destroy or discard any material records or evidence while a criminal investigation into or prosecution relating to the incident is ongoing.
- C. The School believes that victims of violations should be given support. If it is suspected that a student has been the victim of a violation, staff members will make an effort to:
1. Find a private opportunity for discussion with victim.
 2. Discuss with the victim what support they need.
 3. Ensure their safety.
 4. Record the event and follow through with actions.
 5. Provide the victim with opportunities to gain peer support.
 6. Refer the victim to available help in-school.
 7. Provide the victim with an opportunity to explain to the alleged perpetrator that the conduct is unwelcome, disruptive, or inappropriate either in writing or face to face, if the victim chooses to do so.

8. Make referrals to external agencies if necessary.
9. Provide the victim with information for mental health or medical treatment needs.

NOTIFICATION OF PROVISIONS PERTAINING to SCHOOL CRIMES Delaware Code

Title 14 Del. C §4112

Delaware Code requires mandatory reporting of the offenses listed in 14 Del. C §4112. School employees who have reliable information that would lead a reasonable person to believe that one of the following has occurred on school property or at a school function must immediately report the incident to principle or designee:

- Student, school volunteer, or school employee has been victim of violent felony, assault III, unlawful sexual contact III; or
- Student employee has been the victim of offensive touching, terroristic threatening; or
- Student under 18 has been victim of sexual harassment; or
- Person on school property has drugs or weapon or bomb

The Head of School will make every effort to notify the parent(s)/guardian(s) and will conduct a through investigation and/or if warranted by statute will report to the police authorities. In addition, the Head of School will make every effort to notify the parent(s)/ guardian(s) of any juvenile victim. The following list is not all-inclusive, but, at a minimum, the following shall be reported to appropriate law enforcement agency.

1. Evidence that suggests the commission of the crimes of assault and extortion against pupil, or an assault, offensive touching, terroristic threatening or extortion against a school employee
2. Evidence that suggests the commission of a felony, for example: reckless endangering; assault offenses; homicide; arson; criminal mischief; bombs; robbery; rape; extortion; fraud; forgery; weapons; etc.
3. Evidence that suggest violations of the laws concerning controlled substances and alcohol.
4. Evidence that suggest incest, sexual abuse or the neglect or other abuse of children
5. Evidence that suggest the use, possession, or sale of dangerous instruments or deadly weapons, (e.g. knives, firearms, ammunition, explosives or blasting caps)
6. Evidence that suggests morals offense (e.g. pornography, exhibitionism, peeping, etc.)
7. Evidence that suggest organized gambling
8. Evidence of offenses involving school property, e.g. false fire alarms, telephone threats, computer crimes, vandalism and criminal mischief, trespass, burglary and theft, reckless driving and safety hazards
9. Reports of suspicious persons or unauthorized persons on or near school grounds or property, or rumors, information or observations of gang rivalries or activities

Title 14 Del. C §4110

Disturbing schools or destroying school property; penalty.

Whoever disturbs a public school in session or willfully destroys and public school property shall be fined \$20, to be collected as other fines, and paid to the Board of Directors of the charter school for the benefit of the charter, or imprisonment not more than 30 days, or both. (32 Del. Laws, c. 160, § 57; Code 1935, § 2752; 14 Del. C. 1953, § 4113; 57 Del. Laws, c. 113.)

Title 11 Del. C § 621

Terroristic threatening.

A person is guilty of terroristic threatening when he or she commits any of the following:

1. The person threatens to commit any crime likely to result in death or in serious injury to person or property.
2. The person makes a false statement or statements:
 - a. Knowing that the statement or statements are likely to cause evacuation of a building, place of assembly, or facility of public transportation;
 - b. Knowing that the statement or statements are likely to cause serious inconvenience; or
 - c. In reckless disregard of the risk of causing terror or serious inconvenience; or
3. The person commits an act with intent of causing an individual to believe that the individual has been exposed to a substance that will cause the individual death or serious injury.

Any violation of paragraph (a)(1) of this section shall be a class A misdemeanor except where the victim is a person 62 years of age or older, in which case any violation of paragraph (a)(1) of this section shall be class G felony. Any violation of paragraph (a)(2) of this section shall be class G felony unless the place at which the risk of evacuation, serious inconvenience or terror is created is a place that has a purpose, in whole or in part, of acting as a daycare facility, nursery or preschool, kindergarten, elementary, secondary or vocational-technical school, or any long-term care facility in which elderly persons are housed, in which case it shall be a class F felony. Any violation of paragraph (a)(3) of this section shall be a class F felony. Notwithstanding any provision of this subsection to the contrary, a first offense paragraph (a)(2) of this section by a person 17 years old or younger shall be a class A misdemeanor.

In addition to the penalties otherwise authorized by law, any person convicted of an offense in violation of paragraph (a)(2) of this section shall:

1. Pay a fine of not less than \$1,000 nor more than \$2,500, which fine cannot be suspended; and
2. Be sentenced to perform a minimum of 100 hours of community service.

In addition to the penalties otherwise authorized by law, any person convicted of an offense in violation of paragraph (a)(3) of this section shall pay a fine of not less than \$2,000, which

fine cannot be suspended. (11 Del. C. 1953, § 621; 58 Del. Laws, c. 497, § 1; 67 Del. Laws, c. 130, § 8; 70 Del. Laws, c. 186, § 1; 70 Del. Laws, c. 330, § 1; 73 Del. Laws, c. 126, §§ 5, 6; 73 Del. Laws, c. 255, § 1.)

CHAPTER VIII

DISCIPLINARY PROCEDURES OF STUDENTS WITH DISABILITIES

The following rules are prescribed by the federal Individuals with Disabilities Act (IDEA) for applicability to students with an Individualized Education Plan who are eligible for Special Education Services.

1. For disciplinary reasons, school personnel may suspend a student with disabilities (in school or out of school) for not more than 10 school days. This is known as the "10 day rule". Disciplinary removals for more than 10 school days are regarded as a "change of placement".
2. The "10 day rule" allows school personnel to unilaterally remove a student with a disability who violates a code of conduct from the student's current placement for not more than 10 school days.
3. A "change of placement" occurs if a removal is for more than 10 consecutive school days or a change of placement occurs if a student is subjected to a series of removals that constitute a pattern because they cumulate to more than 10 school days in a year.
4. School personnel are required to provide students with disabilities suspended for greater than 10 days a free appropriate public education (FAPE). Services must enable the student to participate in the general education curriculum and enable the student to progress toward meeting the goals set out in the Individual Educational Plan (IEP).
5. The IDEA requires the school to conduct a manifestation determination within 10 school days of any decision to change the placement of a student with a disability because of a violation of the code of conduct.
6. If the Special Education Team determines it was a manifestation, the Special Education Team must conduct a Functional Behavior Assessment (FBA), develop a positive behavior support plan to address the behavior, and return the student to the placement from which the student was removed.
7. If the Special Education Team determines it was not a manifestation of the disability, the school may discipline the student using the relevant disciplinary procedures applicable to students without disabilities in the same manner and duration however, services must continue to be provided.
8. School personnel may remove a student with a disability to an interim alternative setting for up to 45 days when a student at a school, district or state function carries a weapon or look alike, knowingly possesses or uses illegal drugs, or has inflicted serious bodily harm on another person.

OUT OF SCHOOL CONDUCT

Thomas A. Edison Charter School is notified by the Attorney General's office and/or law enforcement whenever a student is arrested for committing a felony, even if it has nothing to do with school or has occurred off school property.

When the School receives these reports, they will be reviewed. The School will take disciplinary action as outlined in the Student Code of Conduct if it is determined that the out-of-school conduct indicates the student presents a threat to the health, safety or welfare of other students

or staff. Thomas A. Edison Charter School will not wait for adjudication of said felony to proceed with alternative placement or expulsion procedures. Example: If a student is arrested for selling narcotics in the community, he/she may be expelled from school. Students need to realize that out-of-school behavior can result in expulsion from school or placement in an alternative program.

APPENDIX A

Bus Conduct:

Following are some simple rules to follow that will help maintain order and safety at Thomas A. Edison Charter School.

- A. Observe the same conduct as in the classroom.
- B. Be courteous; do not use profane language or obscene gestures
- C. Keep the bus clean. Do not eat or drink on the bus
- D. Cooperate with the driver
- E. Remain seated while the bus is in the motion
- F. Keep hands, head, and arms inside the windows
- G. Do not throw any objects from bus
- H. Do not tamper with the emergency exits
- I. The bus driver is authorized to assign seats
- J. Misbehavior on the bus will result in the loss of bus privileges.

APPENDIX B

Bullying Prevention Policy

Thomas A. Edison Charter School recognizes that a safe learning environment is necessary for students to learn and achieve high academic standards. The School strives to provide a safe learning environment for all students and employees.

I. Prohibition of Bullying

To further these goals and as required by 14 Del. C. §4112D, Thomas A. Edison Charter School hereby prohibits the bullying of any person on school property or at school functions or by use of data or computer software that is accessed through a computer, computer system, computer network or other electronic technology of a school district or charter school from grades kindergarten through grade twelve. Thomas A. Edison Charter School further prohibits reprisal, retaliation or false accusation against a target, witness or one with reliable information about an act of bullying.

- o "School function" includes any field trip or any officially sponsored public or charter school event in the State.
- o "School property" means any building, structure, athletic field, sports stadium or real property that is owned, operated, leased or rented by any public school district or charter school including, but not limited to, any kindergarten, elementary, secondary, or vocational-technical school or charter school, or any motor vehicle owned, operated, leased, rented or subcontracted by any public school or charter school.

II. Definition of Bullying

As used in this policy, bullying means any intentional written, electronic, verbal or physical act or actions against a student, school volunteer or school employee that a reasonable person, under the circumstances, should know will have the effect of:

- A. Placing a student, school volunteer or school employee in reasonable fear of substantial harm to his or her emotional or physical well-being or substantial damage to his or her property; or
- B. Creating a hostile, threatening, humiliating or abusive educational environment due to the pervasiveness or persistence of actions or due to a power differential between the bully and the target; or
- C. Interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities or benefits; or
- D. Perpetuating bullying by inciting, soliciting or coercing an individual or group to demean, dehumanize, embarrass or cause emotional, psychological or physical harm to another student, school volunteer or school employee.

Bullying is usually defined as involving repeated acts of aggression that aim to dominate another person by causing pain, fear or embarrassment. However, one act alone may constitute bullying if the requisite intent and effect set forth in the definition are met. Bullying may be perpetuated by an individual or a group. It may be direct or indirect. Although a person may be repeatedly bullied, a different person might be doing the bullying each time, which may make it difficult to recognize that bullying is occurring. An act is intentional if it is the person's conscious objective to engage in conduct of that nature. The actions listed below are some examples of intentional actions which may become bullying depending on their reasonably foreseeable effect:

Physical bullying: Pushing, shoving, kicking, destroying of property, tripping, punching, tearing clothes, pushing books from someone's hands, shooting/throwing objects at someone, gesturing, etc.

Verbal bullying: Name calling, insulting, making offensive comments, using offensive language, mimicking, imitating, teasing, laughing at someone's mistakes, using unwelcome nicknames, threatening

Relational Bullying: Isolation of an individual from his or her peer group, spreading rumors.

Cyber-bullying: Bullying by using information and communication technologies. Cyber-bullying may include but is not limited to:

- A. Denigration: spreading information or pictures to embarrass.
- B. Flaming: heated unequal argument online that includes making rude, insulting or vulgar remarks.
- C. Exclusion: isolating an individual from his or her peer group.
- D. Impersonation: Using someone else's screen name and pretending to be them
- E. Outing or Trickery: forwarding information or pictures meant to be private.
- F. Sexual Bullying: Unwanted touch of a sexual nature, unwanted talking about private parts, unwanted comments about target's sexuality or sexual activities.

This list is used for example only, and is by no means exhaustive. These actions become bullying if they meet the definition with regard to intent and reasonably foreseeable effect. This policy is not intended to prohibit expression of religious, philosophical or political views, provided that the expression does not substantially disrupt the education environment. Similar behaviors that do not rise to the level of bullying may still be prohibited by other school policies, classroom or program rules.

III. School-wide Bully Prevention Program

Thomas A. Edison School is committed to supporting a school-wide bully prevention Program.

A. The school will strive to meet these goals:

- 1) Reduce existing bullying problems among students
- 2) Prevent development of new bullying problems
- 3) Achieve better peer relations and staff-student connections at school

B. The school-wide program will consist of the following components:

1. All school staff will to strive to:
 - a. Treat others with warmth, positive interest and involvement
 - b. Set firm limits for unacceptable behavior
 - c. Apply nonphysical, non-hostile negative consequences when rules are broken.
 - d. Act as authorities and positive role models
 - e. Solve bullying problems in a consistent manner across all grade levels and all school locations.
2. **A Coordinating Committee will be created, as described in Section IV of this policy.**
3. **The school's supervisory system in non-classroom areas will be reviewed as set forth in Section IV of this policy.**
4. The following principles will apply to everyone on school property or at a school function:

- a. I will not bully others
 - b. I will try to help anyone that I suspect is being bullied
 - c. I will try to include students who are left out.
 - d. If someone is being bullied, I will tell an adult.
 - e. The school-wide program may also include a school kick-off event, committee and staff trainings, school-wide questionnaires, staff discussion group meetings, and programs to involve parents, as determined by the Coordinating Committee.
5. Possible classroom level components, if recommended by the Coordinating Committee
- a. Post and enforce principles against bullying
 - b. Regular, ongoing class meetings, discussions, or role playing activities
 - c. Involve parents in bullying prevention
 - d. Find creative ways to incorporate issues involving bullying into the regular curriculum.
6. Individual Level Components
- a. Supervise students' activities
 - b. Ensure that all staff intervene appropriately on the spot when suspected bullying occurs
 - c. Discuss bullying behavior with students who bully and (separately) with targets of bullying, and with their parents.
 - d. Develop Behavioral Intervention Plans for involved students, with a graduated response.
 - e. Address bystander involvement.
7. Possible Community Level Components, if recommended by the Coordinating Committee
- a. Develop partnerships with community members to support the school's program
 - b. Help spread anti-bullying message in the community
 - c. Involve community members in the Bully Prevention Coordinating Committee.

IV. Reporting Requirements

Bullying is unacceptable and a culture of openness is the best way to counter such behavior. It is the responsibility of each member of the school community: pupils, staff and parents to report instances of bullying or suspicions of bullying, with the understanding that all such reports will be listened to and taken seriously.

D. Any school employee who has reliable information that would lead a reasonable person to suspect that a person is a target of bullying shall immediately report it to the Head of School.

1. Initial Concerns

- a. Staff members are encouraged to watch for early signs of bullying and stop them before they worsen.
- b. Even though there has been no report of bullying to a staff member, each staff member is encouraged to be vigilant and look for students who appear to be isolated from other students, about whom inappropriate comments are made by other students, or who show signs of peer victimization.
- c. To confirm their concerns the staff member may choose to take the following steps:
 - i. Intensify observations of student in question
 - ii. Confer with colleagues about that student
 - iii. Consult the school's bullying database.
 - iv. Take an informal survey of students about class climate
 - v. Engage in short personal interviews with some students
 - vi. Conduct a brief sociometric survey
 - vii. Contact the parent to see how the student likes school
 - viii. Speak privately with the victim

2. Written Report

a. If measures confirm the staff member's concerns that a student is being bullied, if a staff member receives a report of a bullying matter, or if a staff member observes a bullying incident, they must inform the Head of School immediately and in writing within 24 hours. The written report shall be reasonably specific as to actions giving rise to the suspicion of bullying and shall include:

- i. Persons involved, designating bully, target, and bystanders' roles.
- ii. Time and place of the conduct and alleged, number of incidents.
- iii. Potential student or staff witnesses.
- iv. Any actions taken.

V. Investigative Procedures

1. Investigative procedures specified in the Student Code of Conduct will be followed. In addition,
2. A follow-up will be completed two weeks later to determine whether the bullying has continued, and whether additional consequences are needed. An additional follow-up will occur in two months, regardless of whether new incidents have been reported.
3. Each confirmed incident must be recorded in the School Register of Bullying Incidents.
4. All confirmed bullying incidents will be reported to the Department of Education by the Head of School or his designee within five (5) working days pursuant to Department of Education regulations.
5. Some acts of bullying may also be crimes which under the School Crime Reporting Law (14 Del. C. §4112) are required to be reported to the police and /or the Department of Education.

VI. Training

- A. Thomas A. Edison Charter School will provide a combined training each year totaling at least one (1) hour in the identification and reporting of criminal youth gang activity pursuant to § 617, Title 11 of the Delaware Code and bullying prevention pursuant to § 4112D, Title 14 of the Delaware Code. The Coordinating Committee will seek training materials prepared by the Department of Justice and the Department of Education in collaboration with law enforcement agencies, the Delaware State Education Association, the Delaware School Boards Association and the Delaware Association of School Administrators.
- B. All school employees must either attend the provided training session live or watch the official film provided by the School in lieu of attendance, with written proof in the form of signing in and out of the live session, or signing the film in and out, and providing adequate written answers to questions about the film.

VII. Reporting Procedures

- A. **The procedures for a student and parent, guardian or relative caregiver pursuant to § 202(f) of Title 14 or legal guardian to provide information on bullying activity will be as follows:**
 1. If a child complains of bullying while it is happening, the staff member will respond quickly and firmly to intervene, if safety permits, if the situation appears to that staff member to involve bullying or real fighting.
 2. If a child expresses a desire to discuss a personal incidence of bullying with a staff-member, the staff-member will make an effort to provide the child with a practical, safe, private and age-appropriate method of doing so.
 3. If recommended by the Coordinating Committee, a letter box will be placed in a place or places selected by the committee, so that students who feel unable to talk to any staff can have a point of contact. Information found in the box must be treated with care and a staff-member or members will be designated to be responsible for this

information. Blank "Bullying – request for support forms" will be available to all students, but are not required for a report.

4. Written complaints shall be reasonably specific as to actions giving rise to the complaint and should include information as to:
 - i. Conduct involved
 - ii. Persons involved, designated bully, target, and bystanders' roles
 - iii. Time and place of the conduct alleged, number of incidents
 - iv. Names of potential student or staff witnesses.
 - v. Any actions taken in response
 - vi. Short, easy to use complaint forms can be obtained from the Head of School or main office.
 - vii. Anyone may report bullying. A report may be made to any staff member. Reports should be made in writing.
 - viii. Every identified complainant who files a written complaint with a staff member will receive a written explanation of results to the extent that it is legally allowed and be given an opportunity to inform the designated person as to whether or not the outcome was satisfactory. Easy to use follow-up forms will be made available.

VIII. Anonymous Reports

Formal disciplinary action solely based on an anonymous report is not permitted. Independent verification of the anonymous report is necessary in order for any disciplinary action to be applied.

IX. Notification of Parents

A Parent, guardian or relative caregiver pursuant to 14 Del. C § 202(f) or legal guardian of any target of bullying or person who bullies another must be notified.

X. Retaliation

Retaliation following a report of bullying is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the Head of School after consideration of the nature, severity, and circumstances of the act.

XI. Procedure to Communicate with Medical and Mental Health Professionals.

A. The following procedures for communication between school staff members and medical professionals who are involved in treating students for bullying issues must be followed:

1. Pediatricians/Primary Care Physicians and Mental Health Professionals are important links in the overall wellness of the whole child. The ability to communicate appropriately to identify the optimal health care needs of the child is necessary when issues at school impact the physical and emotional health of the child. This is especially true in bullying due to the social nature of the problem. Release of information forms must be signed by the parent, guardian or relative caregiver pursuant to 14 Del. C. § 202(f) or legal guardian in order for the primary care physician or mental health professional to communicate with school personnel regarding any treatment of a child. Releases should be signed both at school and at the physician or mental health professional's office before communication may take place according to HIPPA and FERPA guidelines.
2. If a parent refuses to sign a release form at school the school will review this policy with them, explaining the reasons the release would be advantageous to their child.
3. After confirmation that a child has been involved in a bullying incident, if the Head of School or designee recommends a mental health evaluation be completed, the School may:
 - a. Require that return to school will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.

- b. Require that student remain in in-school suspension and that return to regular class schedule will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.
- 4. Summary of this evaluation shall be shared at a meeting with student, parent/guardian and school administrator's designee prior to return to school or the general population.

B. Emergency evaluations can be obtained through Christiana Care Health Services Emergency Center at Christiana or Wilmington Hospital (302)-733-1000, the Rockford Center (866)-847-4357. Crisis services are also available through Child Mental Health, State of Delaware 24 hour hot line (302)-633-5128. Non-emergency services can be obtained through Children and Families First (800)-734-2388, Catholic Charities (302)-655-9624, and Delaware Guidance (302)-652-3948 in New Castle County or by having a parent contact their medical insurance for recommended providers in their area.

XII. Implementation

The school bullying prevention program must be implemented throughout the year, and integrated with the school's discipline policies and 14 Del. C. § 4112.

APPENDIX C

Educational Technology Acceptable Use Policy

It is essential that all users of Thomas A. Edison Charter School technology understand both the benefits and the responsibilities associated with technology usage. Instructions for implementing the School's Acceptable Use Agreement will be provided by administrators, teachers, or library staff, whichever is applicable.

Thomas A. Edison Charter School educational technology is defined as any device which is capable of or necessary for the transmission, reception, or storage of data in the form of text, pictures, video, or audio which is owned by the school for the purpose of instruction or the support of education. Examples of educational technology include but are not limited to computers, peripherals, (such as monitors, printers, scanners, CD-Rom towers, etc.), networked devices, televisions, audio-visual devices, recorders, copiers, fax machines, display devices, software, assistive technology devices, and telephones. It also includes the use of the Internet, which connects millions of computers worldwide, as well as all computers, networks, databases, information systems, and electronic instructional systems provided by the Thomas A. Edison Charter School.

This agreement encompasses all student and community use of technology systems provided by the Thomas A. Edison Charter School. All students and community members who use Thomas A. Edison Charter School's educational technology in any form are required to sign the Acceptable Use Agreement and return it to the Head of School or designee in charge of technology. Faculty and staff have all agreed to a separate Acceptable Use Policy applicable to them.

The use of Thomas Edison technology is a privilege – not a right. Currently there are no user fees for these services. In the event a user fee is charged, users will be provided with notice of the charge prior to the imposition or collection of such.

I. GOALS

- A. To support the Thomas A. Edison Charter School curriculum
- B. To support educational research activities
- C. To enhance learning opportunities by using information technology
- D. To promote life-long learning

II. ACCEPTABLE USE

All systems are to be used in a responsible, ethical, and legal manner. In addition, usage must be in support of educational objectives, and in accordance with the behavior guidelines of Thomas A. Edison Charter School.

III. UNACCEPTABLE USE

- A. No software may be copied to or downloaded from any computer of the network except by permission of the Head of School or his/her designee.
- B. Involvement (implying direct or participatory) in unauthorized editing, deleting, or copying of any data, records, databases, passwords, directories, or configuration files is prohibited.
- C. Violating copyright or privacy laws is prohibited.
- D. Distributing material protected by trade secrets is prohibited.
- E. Soliciting, using, or sending any threatening (implying harm – physical or emotional), pornographic, or obscene material is prohibited.
- F. The purposeful use of any system inconsistent with its design is prohibited.
- G. Use of any computing resources for commercial purposes is prohibited. This includes the use of the network for commercial activities for or on behalf of businesses or other for-profit institutions, including, but not limited to product advertisement or political lobbying.
- H. Use of school technology resources for unauthorized activities is prohibited.

- I. Disconnecting any device from the school technology devices without the proper authorization is prohibited.
- J. Transmission of any material in violation of any federal and/or state regulation or law is prohibited.
- K. Students attempting to log on to any system using another's password or sharing of a user's password with anyone else is prohibited.
- L. Users shall not attempt to gain unauthorized access to the system or to any other computer system through the district system, or go beyond their authorized access.

IV. USER RESPONSIBILITIES AND ETIQUETTE

- A. The individual user (students/staff/community members) accepts the responsibility of keeping all unauthorized material, inappropriate files, or files dangerous to the integrity of the computer or network from entering the school's computers by any manner or means. Appropriate permission must be obtained from an authorized staff member before downloading any material from the Internet or other electronic sources of information.
- B. When using Thomas A. Edison Charter School networks, the Internet, or other information service providers, users:
 - a. Are prohibited from revealing personal information such as home addresses or phone numbers.
 - b. Must not disrupt the use of any network (i.e. downloading large files, sending mass e-mail messages).
 - c. Must assume that any communication and/or information accessible via any computer or network are not personal and private communication and could possibly be accessed by other users.
 - d. Are not responsible for unsolicited communications.
- C. When using school technology resources, users must always use non-offensive and non-vulgar language. They must not swear or use vulgarities, other abusive language, or any offensive statements.
- D. Users will contact appropriate staff (teacher, Head of School, technology director or library staff member) if any computer and/or program does not work properly. They will not attempt to fix problems themselves unless trained and authorized to do so.

V. DUE PROCESS

- A. The school will cooperate with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the school's technology resources.
- B. Allegations that a student violated the Thomas A. Edison Charter School Acceptable Use Agreement will be handled in accordance with the Thomas A. Edison Charter School Code of Conduct.
- C. The district may terminate the account privileges of a guest user by providing notice to the user.

VI. CONSEQUENCES

Inappropriate use or vandalism will result in the limitation or cancellation of user privileges and when necessary, appropriate legal action. If damage occurs due to willful user misconduct, the user may be permanently denied access to technology resources. The cost of repair or replacement for such willful damage will be billed to the user who caused said damage and/or the legal parent or guardian of that user.

VII. SECURITY

Security on any computer system is a high priority, especially when multiple users are involved. If a user identifies a security problem, he/she must notify an appropriate staff member immediately. Users sending messages relating to, or in support of, illegal activities should be aware that system administrators have access to their messages. Computers, networked technology, and information contained thereon, remain the property of the school. Confidential student files may be accessed by authorized personnel. If any employee has something personal, confidential, or

private to communicate, the employee should not use Thomas A. Edison Charter School computers or e-mail for doing so. Computers and e-mail may be monitored. This document satisfies the school's obligation to provide employees notice of such monitoring.

Thomas A. Edison Charter School strives to maintain a workplace and educational setting free of harassment and sensitive to the diversity of employees and students. Therefore, the school prohibits the disruptive or offensive use of computers, the e-mail system or fax machines. For example, the display or transmission of sexually explicit images, messages, and cartoons is prohibited. Other misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing or disrespectful.

VIII. DISCLAIMER

The Thomas A. Edison Charter School does not condone and will not be held responsible for any unacceptable materials obtained using its computers or other information technology. By the nature of this activity, offensive or inappropriate material may be inadvertently encountered. If such material is accessed, the user is expected to immediately leave the website. Students, staff, and community members should be aware that access to Thomas A. Edison Charter School information technology will be withdrawn from users who do not respect the rights of others and who do not follow the rules and regulations established by the school. Further, the use of any information obtained Thomas A. Edison Charter School computers is strictly at the risk of the individual user and such usage shall be consistent with the requirements of this agreement. The school specifically denies any responsibility for the accuracy or quality of information obtained through the services provided for in this agreement.

- b. Require that student remain in in-school-suspension and that return to regular class schedule will be contingent upon the clinical evaluation providing recommendations and treatment plan if identified as appropriate.
4. Summary of this evaluation shall be shared at a meeting with student, parent/guardian and school administrator's designee prior to return to school or the general population.

B. Emergency evaluations can be obtained through Christiana Care Health Services Emergency Center at Christiana or Wilmington Hospital (302)-733-1000, the Rockford Center (866)-847-4357. Crisis services are also available through Child Mental Health, State of Delaware 24 hour hot line (302)-633-5128. Non-emergency services can be obtained through Children and Families First (800)-734-2388, Catholic Charities (302)-655-9624, and Delaware Guidance (302)-652-3948 in New Castle County or by having a parent contact their medical insurance for recommended providers in their area.

XII. Implementation.

The school bullying prevention program must be implemented throughout the year, and integrated with the school's discipline policies and 14 Del. C. § 4112.

APPENDIX C

Educational Technology Acceptable Use Policy

It is essential that all users of Thomas A. Edison Charter School technology understand both the benefits and the responsibilities associated with technology usage. Instructions for implementing the School's Acceptable Use Agreement will be provided by administrators, teachers, or library staff, whichever is applicable.

Thomas A. Edison Charter School educational technology is defined as any device which is capable of or necessary for the transmission, reception, or storage of data in the form of text, pictures, video, or audio which is owned by the school for the purpose of instruction or the support of education. Examples of educational technology include but are not limited to computers, peripherals, (such as monitors, printers, scanners, CD-Rom towers, etc.), networked devices, televisions, audio-visual devices, recorders, copiers, fax machines, display devices, software, assistive technology devices, and telephones. It also includes the use of the Internet, which connects millions of computers worldwide, as well as all computers, networks, databases, information systems, and electronic instructional systems provided by the Thomas A. Edison Charter School.

This agreement encompasses all student and community use of technology systems provided by the Thomas A. Edison Charter School. All students and community members who use Thomas A. Edison Charter School's educational technology in any form are required to sign the Acceptable Use Agreement and return it to the Head of School or designee in charge of technology. Faculty and staff have all agreed to a separate Acceptable Use Policy applicable to them.

The use of Thomas Edison technology is a privilege – not a right. Currently there are no user fees for these services. In the event a user fee is charged, users will be provided with notice of the charge prior to the imposition or collection of such.

I. GOALS

- A. To support the Thomas A. Edison Charter School curriculum
- B. To support educational research activities
- C. To enhance learning opportunities by using information technology
- D. To promote life-long learning

II. ACCEPTABLE USE

All systems are to be used in a responsible, ethical, and legal manner. In addition, usage must be in support of educational objectives, and in accordance with the behavior guidelines of Thomas A. Edison Charter School.

III. UNACCEPTABLE USE

- A. No software may be copied to or downloaded from any computer of the network except by permission of the Head of School or his/her designee.
- B. Involvement (implying direct or participatory) in unauthorized editing, deleting, or copying of any data, records, databases, passwords, directories, or configuration files is prohibited.
- C. Violating copyright or privacy laws is prohibited.
- D. Distributing material protected by trade secrets is prohibited.
- E. Soliciting, using, or sending any threatening (implying harm – physical or emotional), pornographic, or obscene material is prohibited.
- F. The purposeful use of any system inconsistent with its design is prohibited.
- G. Use of any computing resources for commercial purposes is prohibited. This includes the use of the network for commercial activities for or on behalf of businesses or other for-profit institutions, including, but not limited to product advertisement or political lobbying.
- H. Use of school technology resources for unauthorized activities is prohibited.

- I. Disconnecting any device from the school technology devices without the proper authorization is prohibited.
- J. Transmission of any material in violation of any federal and/or state regulation or law is prohibited.
- K. Students attempting to log on to any system using another's password or sharing of a user's password with anyone else is prohibited.
- L. Users shall not attempt to gain unauthorized access to the system or to any other computer system through the district system, or go beyond their authorized access.

IV. USER RESPONSIBILITIES AND ETIQUETTE

- A. The individual user (students/staff/community members) accepts the responsibility of keeping all unauthorized material, inappropriate files, or files dangerous to the integrity of the computer or network from entering the school's computers by any manner or means. Appropriate permission must be obtained from an authorized staff member before downloading any material from the Internet or other electronic sources of information.
- B. When using Thomas A. Edison Charter School networks, the Internet, or other information service providers, users:
 - a. Are prohibited from revealing personal information such as home addresses or phone numbers.
 - b. Must not disrupt the use of any network (i.e. downloading large files, sending mass e-mail messages).
 - c. Must assume that any communication and/or information accessible via any computer or network are not personal and private communication and could possibly be accessed by other users.
 - d. Are not responsible for unsolicited communications.
- C. When using school technology resources, users must always use non-offensive and non-vulgar language. They must not swear or use vulgarities, other abusive language, or any offensive statements.
- D. Users will contact appropriate staff (teacher, Head of School, technology director or library staff member) if any computer and/or program does not work properly. They will not attempt to fix problems themselves unless trained and authorized to do so.

V. DUE PROCESS

- A. The school will cooperate with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through the school's technology resources.
- B. Allegations that a student violated the Thomas A. Edison Charter School Acceptable Use Agreement will be handled in accordance with the Thomas A. Edison Charter School Code of Conduct.
- C. The district may terminate the account privileges of a guest user by providing notice to the user.

VI. CONSEQUENCES

Inappropriate use or vandalism will result in the limitation or cancellation of user privileges and when necessary, appropriate legal action. If damage occurs due to willful user misconduct, the user may be permanently denied access to technology resources. The cost of repair or replacement for such willful damage will be billed to the user who caused said damage and/or the legal parent or guardian of that user.

VII. SECURITY

Security on any computer system is a high priority, especially when multiple users are involved. If a user identifies a security problem, he/she must notify an appropriate staff member immediately. Users sending messages relating to, or in support of, illegal activities should be aware that system administrators have access to their messages. Computers, networked technology, and information contained thereon, remain the property of the school. Confidential student files may be accessed by authorized personnel. If any employee has something personal, confidential, or

private to communicate, the employee should not use Thomas A. Edison Charter School computers or e-mail for doing so. Computers and e-mail may be monitored. This document satisfies the school's obligation to provide employees notice of such monitoring.

Thomas A. Edison Charter School strives to maintain a workplace and educational setting free of harassment and sensitive to the diversity of employees and students. Therefore, the school prohibits the disruptive or offensive use of computers, the e-mail system or fax machines. For example, the display or transmission of sexually explicit images, messages, and cartoons is prohibited. Other misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing or disrespectful.

VIII. DISCLAIMER

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that this is crucial for ensuring the integrity of the financial statements and for providing a clear audit trail. The text also mentions the need for regular reconciliations and the use of appropriate accounting methods.

2. The second part of the document focuses on the internal control system. It outlines the various components of internal control, including the segregation of duties, the authorization of transactions, and the physical control of assets. The text stresses that a strong internal control system is essential for preventing and detecting errors and fraud.

3. The third part of the document deals with the external control environment. It discusses the role of the board of directors and management in setting the tone at the top. The text also covers the importance of the external audit and the need for transparency and accountability to stakeholders.

4. The fourth part of the document addresses the ethical aspects of accounting. It highlights the need for accountants to adhere to high ethical standards and to act in the best interests of the public. The text also discusses the consequences of unethical behavior and the importance of ongoing education and training.

5. The fifth and final part of the document provides a summary of the key points discussed. It reiterates the importance of accuracy, internal control, external control, and ethics in the accounting profession. The text concludes by stating that these principles are fundamental to the success and credibility of any organization.



Health and Safety

L. Health and Safety

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

The School will continue to employ a full time nurse and participate in all required state initiative regarding the health and safety of students.

The following are the responsibilities of the nurse:

- a) Ensuring that students have physical examinations prior to enrollment.
- b) Administering medications and medical treatments, including first aid.
- c) Monitoring student health and maintaining health records.
- d) Ensuring that immunizations and TB screenings are conducted.
- e) Serving on IEP teams when medical treatment is required.
- f) Screening for health problems (vision, hearing, orthopedic, etc.).

Thomas A. Edison Charter School has adopted and implemented a comprehensive set of health, safety and risk management procedures as set fourth by the Delaware Department of Education State law.

- Documenting immunization of new students and staff that the state requires
- Emergency response procedures- Crisis Management Plan adopted
- Training for staff in emergency response, including appropriate first responder training or its equivalent
- Assurance that school buildings meeting Fire Marshal approval
- Establishing the school as a drug, alcohol, and tobacco free workplace
- Implementation of Health and Physical Education requirements
- Policy regarding Bully prevention
- Accident reports are completed for students or employees injured on school property
- Conduct Department of Education Safety Audit
- Quarterly walkthrough to identify any safety issues in the building

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

The Thomas A. Edison Charter School employ only staff who have complied with the requirement of having successful criminal background checks and report to the Department of Education by September 1 of each year that the school is in full compliance with state law relate to this requirement. As required by the State of Delaware for individuals working in school districts, employment offers will be conditional on

satisfactory results of criminal record check, previous employment references and personal references. A driving record check, proof of a valid driver's license and minimum personal auto liability insurance will also be required for individuals who on occasion, will be required to use their personal vehicle on behalf of TAECS or are hired into positions which actually require a valid driver's license. An employee is required to immediately notify the Head of School and his/her designee of any changes in his/her personal data such as street address, phone number, status of drivers' license, criminal charges, emergency information or change in the number of dependents. All information provided to TAECS by the employee or applicant will be made a permanent part of the employee's personnel file. If it is determined that an employee made false or misleading statements or did not furnish complete information, an employee may be immediately terminated.

Personnel records will be maintained at all times in a confidential and secure manner. Any employee has a right to review his/her personnel file at any appropriate time upon making a written request to the Head of School or his/her designee. Personnel files may not be removed from the premises.

3. Briefly describe your school's exterior and its maintenance, including outdoor recreation area, parking facilities, and surveillance system.

The school has a parking lot that holds approximately sixty cars. The parking lot is also used as the area for bus pick up and drop off of students. There is an area that students use for recess, however, there is no formal playground for students to play. There is a surveillance system at the entrance of the building.

4. Briefly describe your school's interior and its maintenance, including storage of hazardous materials, fire drill schedule, interior communication system, and surveillance system.

- All hazardous material was removed from the school building before it opened in the 2000-2001 school year.
- Fire drills are conducted once a month.
- All classrooms and offices have telephones. The telephone system is also used as a public announcement system.
- There is a camera at the front entrance of the school. Anyone who wants to gain entrance to the building, have to buzz the office. The office staff has to look at the television screen prior to unlocking the door.
- The school has hired a security firm to walk the interior and exterior of the site making sure that all doors are secure and people who are not suppose to be in the building do not enter.
- Aramark Facilities Management manage the preventative schedule for the school site. They are also responsible to keep the building clean.

5. Describe your school's practices regarding visitors to the building. Include practices that limit access to the building during school, after school, and at night.

All exterior doors are kept locked from the outside. The custodians and employees from a security firm periodically check all the doors to make sure that they remain close throughout the

day. The only doors that anyone has access to are the front entrance doors. There is a camera set up there so that the office staff can look to see who is coming in before they buzz the door open. The office personnel are trained to be aware of a person buzzing to be let in and expecting them to come to the office. There are signs posted throughout the building and at the entrance letting visitors know to go straight to the office. When they arrive at the office, they are instructed to sign the visitors log and are given a visitors pass if they have an appointment with a teacher or staff member at the school.

There is a lead custodian assigned to the night crew. The lead head custodian is in-charge to lock up the building at night after the maintenance staff has finished cleaning and after any student or community activities that have taken placed.

6. Describe provisions in your school's code of conduct that contribute to student and staff safety.

The Code of Conduct sets the tone for the expectation that all students, staff and visitors feel safe at the school site. There are several provisions in the code of conduct that contribute to the student and staff safety.

Bully Prevention Policy

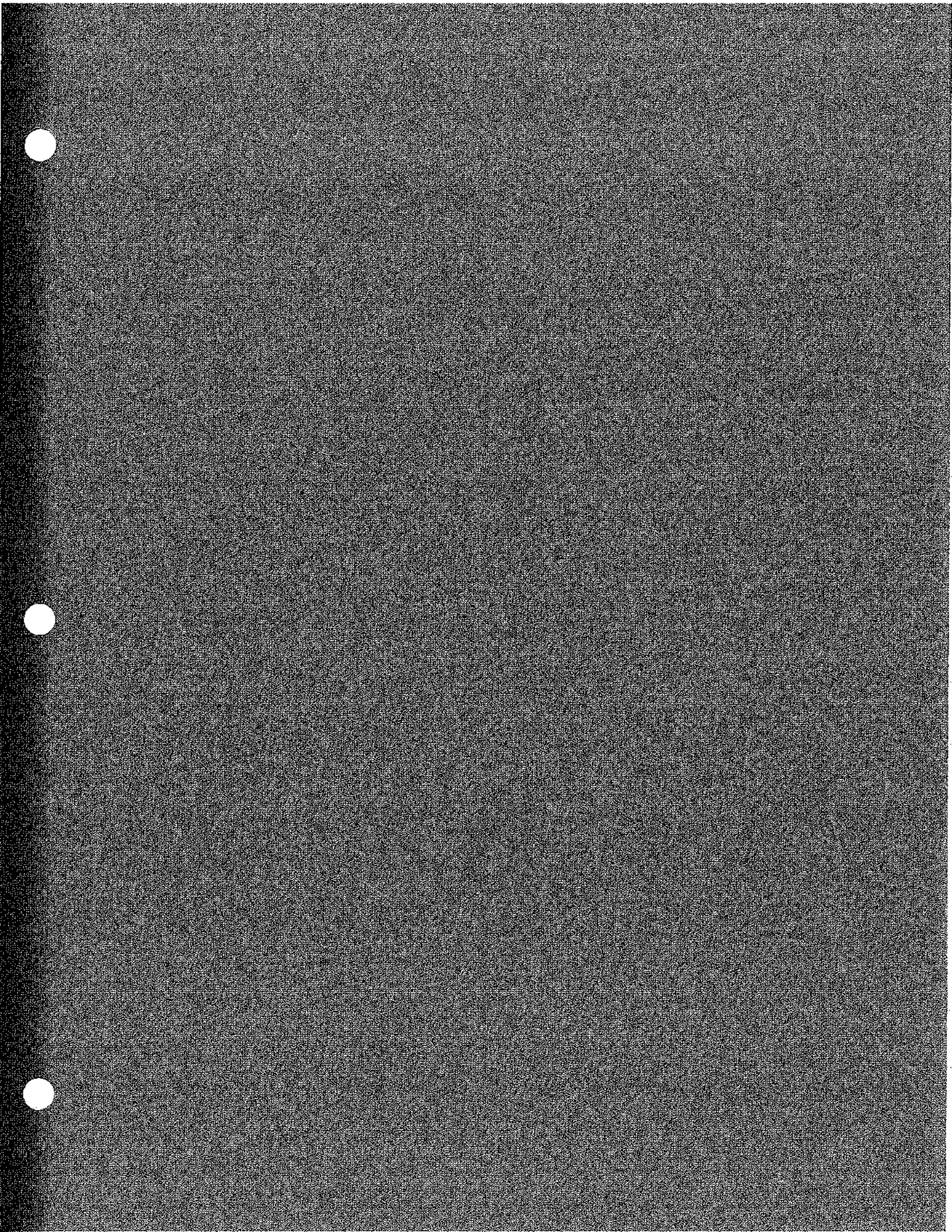
Responsibilities for Students, Teachers and parents

Consequences for student discipline

Safeguards that protect the rights of student and parents

Grievance Procedure

Please see the attached Code of Conduct



Thomas A. Edison Charter School
2200 Locust Street
Wilmington, DE 19802

Dear Parent :

Health records must be submitted before your child can attend Edison Charter School. If no health records is on file. Take this letter to your physician immediately, to avoid a problem with registration.

Your child must have the following as per Delaware State Law:

DPT 4 or more doses

OPV/IPV 4 or more doses

MMR 2 doses

Hepatitis 3 doses

Mantoux TB test [must have result recorded]

Lead Screen [Kindergarten]

Physical Examination

*The above must be current- within a year of entry. If shots are completed before the 4th birthday, a booster is required.

You may have the doctor FAX the information to:

Attention: school Nurse (302) 778-2232

If you do not have a physician, you may use one of the center listed

Porter State Service Center, 511 W. 8th St Phone: 577-3515

Hudson State Service Center, 501 Ogletown Rd Phone: 368-6840

Claymont Community Center, 3301 Green ST Phone: 798-2430

Sincerely

Mr. Charles Hughes
Principal

Mrs. Matenneh Abu B.S.N,RN
School Nurse



DELAWARE SCHOOL PHYSICAL EXAMINATION FORM

To be completed by licensed medical physician, nurse practitioner or physician's assistant.

Name: _____ Sex: _____ DOB: _____

Date: _____ Examiner: _____

PLEASE CHECK IF CHILD HAS HAD DIFFICULTY WITH ANY OF THE FOLLOWING. GIVE DATES AND ADDITIONAL INFORMATION UNDER COMMENTS.

- | | | | |
|--------------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> ADD/ADHD | <input type="checkbox"/> Body Piercing/Tattoo | <input type="checkbox"/> Emotional | <input type="checkbox"/> Physical Disability |
| <input type="checkbox"/> Allergies | <input type="checkbox"/> Bone Problem | <input type="checkbox"/> Hearing | <input type="checkbox"/> Seizures |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Bowel/Bladder | <input type="checkbox"/> Heart | <input type="checkbox"/> Speech |
| <input type="checkbox"/> Behavior | <input type="checkbox"/> Chicken Pox | <input type="checkbox"/> Infections | <input type="checkbox"/> Surgery |
| <input type="checkbox"/> Bleeding | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Kidney | <input type="checkbox"/> Vision |
| <input type="checkbox"/> OTHER _____ | | | |

Comments: _____

Height: _____ Weight: _____ BP: _____ Pulse: _____

Vision: Right _____ Left _____

Hearing: Right _____ Left _____

Lead Screening: Date Completed _____ Results _____

Hematocrit/Hemoglobin: Date Completed _____ Results _____

PPD (Mantoux): Date Placed _____ Date Read _____ Results (in mm) _____

3. Immunizations - Shaded Vaccines Required

DTP/Hib 1 / /	DTP/Hib 2 / /	DTP/Hib 3 / /	DTP/Hib 4 / /	DTP/Hib 4 / /
DTP/Hib 1 / /	DTP/Hib 2 / /	DTP/Hib 3 / /	DTP/Hib 4 / /	DTP/Hib 4 / /
DT/Td 1 / /	DT/Td 2 / /	DT/Td 3 / /	DT/Td 4 / /	DT/Td 5 / /
DT/Td 1 / /	DT/Td 2 / /	DT/Td 3 / /	DT/Td 4 / /	OPV/IPV 5 / /
Hib 1 / /	Hib 2 / /	Hib 3 / /	Hib 4 / /	Hib 4 / /
Hib 1 / /	Hib 2 / /	Hib 3 / /	Hib 4 / /	Hib 4 / /
Hep B 1 (2 dose Version Only) / /	Hep B 2 (2 dose Version Only) / /	Hep B/Hib 1 / /	Hep B/Hib 2 / /	Hep B/Hib 3 / /
Varicella 1 / /	Varicella 2 / /	Lyme Vax 1 / /	Lyme Vax 2 / /	Lyme Vax 3 / /
Pneumococcal Conjugate 1 / /	Pneumococcal Conjugate 2 / /	Pneumococcal Conjugate 3 / /	Pneumococcal Conjugate 4 / /	Pneumococcal Conjugate 4 / /
Pneumococcal Polysaccharide 1 / /	Pneumococcal Polysaccharide 2 / /	Hep A 1 / /	Hep A 2 / /	Hep A 2 / /
Influenza 1 / /	Influenza 2 / /	Other: / /	Other: / /	Other: / /

Delaware Physical Examination Form 5-12 years

Name _____ Address _____ Sex _____ Birthdate _____
 Allergies _____

Code: ✓=within normal limits R=see remarks below

Date	5-6 years	6-7 years	7-8 years	8-9 years	9-10 years	10-11 years	11-12 years
Height (in)							
Weight (lb)							
Eyes Rt 20/							
Eyes Lt 20/							
Ears/Hearing							
Scalp/Skin							
Nose							
Mouth							
Neck							
Heart							
Lungs							
Abdomen							
Extremities/Hips							
Posture/Back							
Genitalia							
Tanner Stage							
Neurologic							
Bowel							
Bladder							
Bedwetting							
Nutrition							
Physical Fitness							
Dental Care							
Safety Helmet							
Gun safety							
Smoke Detector							
Tobacco exposure							
Lead							
PPD/Mantoux							
Return Visit							
Initials							

DPT	1)	2)	3)	4)	5)
Polio	1)	2)	3)	4)	5)
HIB	1)	2)	3)	4)	5)
MMR	1)	2)	3)	4)	5)
Hepatitis B	1)	2)	3)	4)	5)
Varicella	1)	2)	3)	4)	5)

Check if child has problems with any of the following: (give additional comments below)

Diabetes
 Asthma
 Epilepsy/Seizures
 Infections
 Hearing, Speech, Vision

Illnesses/Problems _____

Remarks _____

Signature of Physician/Nurse Practitioner/Physician's Assistant



Edison Charter School

Medication Consent for: _____

Allergies: _____

Medications that are given in school must be sent in the original container from the pharmacy, with the child's name and prescription. There must also be written consent. This is a state law- no exceptions. If the nurse has any questions about the administration of a medication, she may withhold it until she is able to contact the parent. Please assure that your daytime phone number is current. Medication will be given within an hour of the designated time [a half hour before or after.] Please stress to your child to report at the designated medication time. Teachers will remind younger children. If you child does not report within the designated time, the dose may have to be omitted.

Medication _____

Dosage _____ **Time** _____

Reason for medication _____

Directions: _____

Amount of medication recieved _____

Parent/Guardian Signature _____

Date _____

Medication _____

Dosage _____ **Time** _____

Reason for medication _____

Directions _____

Amount of medication received _____

Parent/Guardian Signature _____

Date _____
EB 4

*Note: A watch with a reminder feature may be helpful for older children.

Thomas A. Edison Charter School



Charles Hughes, Head of School
2200 North Locust Street
Wilmington, DE 19802
Phone: (302) 778-1101 Fax: (302) 778-2232

Dear Parent/Guardian,

Welcome to the 2007-2008 school year at Edison Charter School. Let's look forward to a healthy and productive year! As the school nurse, I will be available to provide health screening, health teaching, first aid, and administer medications. Each year, student's health and immunization records are reviewed to ensure that the necessary state requirements are met. Please remember that if you receive a letter that your child needs immunizations or a physical examination, it is important that you follow up with your doctor to avoid interrupting your child's education. State law requires that children be excluded from school, and kept at home until requirements are met.

It is important to your child's education that he/she has good attendance. Please ensure that your child gets adequate sleep, eats a well-balanced diet, and gets exercise. Unfortunately many children have unnecessary illness because it is easier to watch that extra TV show or get a quick meal at the local fast food restaurant. If your child is sick at home, please consult your doctor about care and treatment. School Nurses do not diagnose illnesses. This is the role of a physician. Please make sure you have a thermometer at home. You can purchase an inexpensive digital thermometer that is easy to read. Children should not be sent to school if they have a fever (100 degrees F or more), persistent cough, vomiting, diarrhea, or unexplained rash. School Nurses are required by state law to exclude students with these conditions from school. Remember that if you give your child Tylenol for a fever, it will not cure the cause for the fever. Your child will still be sick. If you are notified that your child is sick and needs to go home, please pick your child up promptly, as we have a first aid room and not sick room facilities. If it is necessary for you to pick up your child, you will be given a note that you can use for verification if your employer requires it.

If your child takes medication, it must be sent in the original bottle from the pharmacy – no exceptions. This is a state law. Ask the pharmacist for an extra bottle for any medication that must be given in school. If your child has asthma, there should be an emergency inhaler kept in school. Medications must be properly labeled and the parent must give written permission or medications cannot be given in school. Do not give your child medications to keep with them at school. All medications must be kept in the nurse's office.

Children will receive hearing and vision screening, and orthopedic screening (posture) according to the state guidelines. Screening ideally should be completed by December 15th, but remember that some delay may occur. You will be notified if a problem is detected.

Please complete the emergency card and health information update and return them to the nurse's office. If you have any change of information, please notify the office. If there are any health concerns that occur in school, I will usually send a note home. Please notify me if your child has a contagious disease, serious illness, or injury. It is my goal to evaluate the health of students to detect any health problems that may interfere with learning, and to be available for any emergencies that may occur during the school day. If you need to discuss a problem, the best time to call the nurse's office are 8:45 am – 9:45 am and 3:45 pm – 4:45 pm. If you have questions at other times, you can leave a voice mail message. Please keep this letter for reference.

Sincerely,

Mrs. Matenneh T. Abu, B.S.N, R.N
School Nurse
302-778-1101, ext.1146

District: _____ School Name: _____

Student Name: _____ Student ID: _____ Bus No. To: _____

Parent Name: _____ Homeroom: _____ Bus No. From: _____

Address: _____ Grade: _____ Home Phone: _____

Birth Date: _____ Work Phone: _____

Day/Care Sitter: _____ Day Care Phone: _____ Emergency Phone: _____

CHECK ABOVE INFORMATION FOR ACCURACY, CROSS OUT AND CORRECT ANY INCORRECT INFORMATION.

DELAWARE EMERGENCY TREATMENT CARD

Resides With: _____ Relationship: _____

Mother/Guardian Information **Father/Guardian Information**

Name: _____ Name: _____

Home Phone: _____ Date of Birth: _____ Home Phone: _____ Date of Birth: _____

Home Address: _____ Home Address: _____

SS# (optional): _____ SS# (optional): _____

Place of Employment: _____ Place of Employment: _____

Business Phone: _____ Ext.: _____ Business Phone: _____ Ext.: _____

Cell Phone: _____ Pager: _____ Cell Phone: _____ Pager: _____

E-Mail Address: _____ E-Mail Address: _____

Stepfather/Spouse Name: _____ **Stepmother/Spouse Name:** _____

Place of Employment: _____ Place of Employment: _____

Business Phone: _____ Ext.: _____ Business Phone: _____ Ext.: _____

IF PARENTS/GUARDIANS CANNOT BE REACHED, CALL:

- | | | | | |
|----|------|--------------|---------------|------------|
| 1. | Name | Relationship | Daytime Phone | Home Phone |
| 2. | Name | Relationship | Daytime Phone | Home Phone |
| 3. | Name | Relationship | Daytime Phone | Home Phone |

Family Physician: _____ Phone: _____

Family Dentist: _____ Phone: _____

Student's serious medical problems and any medicines taken routinely: _____

Student Allergies: Food, Medicin.: or Other (Be Specific - Name of food, medicine, etc.): _____

Medical Insurance: Medicaid No.: _____ Blue Cross/Blue Shield: _____ I.D. # _____ Account # _____ BS Code _____ BC Code _____

Other Insurance: _____

I give permission for my child to have acetaminophen (Tylenol) as determined by the nurse. _____ Yes _____ No

I verify that all of the above information is correct.
This information may be shared with school personnel on a "need to know" basis.

Parent/Guardian Signature _____ Date _____

SCHOOL EMERGENCY PROCEDURES

Your schools have adopted the following procedures that will normally be followed in caring for your child when he/she becomes sick or injured at school. In extreme emergencies the school will seek immediate medical care.

- In case of emergency and/or need of medical or hospital care:
- The school will call the home. If there is no answer,
 - The school will call the father's, mother's, or guardian's place of employment. If there is no answer,
 - The school will call the other telephone number(s) listed and the physician.
 - If none of the above answer, the school will call an ambulance, if necessary, to transport the student to a local medical facility.
 - Based upon the medical judgment of the attending physician, the student may be admitted to a local medical facility.
 - The school will continue to call the parents, guardians or physician until one is reached.
 - The information on this form may be shared with emergency medical staff.

If I cannot be reached and the school authorities have followed the procedures described, I agree to assume all expenses for moving and medically treating this student. I also hereby consent to any treatment, surgery, diagnostic procedures or the administration of anesthesia, which may be carried out based on the medical judgment of the attending physician.

Parent/Guardian Signature _____ Date: _____

STUDENT HEALTH HISTORY UPDATE

This information will be shared with staff and administration on a "need to know" basis, and with emergency medical staff in the case of an emergency unless you notify us otherwise.

Date: _____ Parent/Guardian's Signature: _____

Student: _____ DOB: _____ Grade: _____ Teacher: _____

PLEASE CHECK IF CHILD HAS HAD DIFFICULTY WITH ANY OF THE FOLLOWING.

GIVE DATES AND ADDITIONAL INFORMATION UNDER COMMENTS.

- | | | | |
|------------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> ADD/ADHD | <input type="checkbox"/> Body Piercing/Tattoo | <input type="checkbox"/> Emotional | <input type="checkbox"/> Physical Disability |
| <input type="checkbox"/> Allergies | <input type="checkbox"/> Bone Problem | <input type="checkbox"/> Hearing | <input type="checkbox"/> Seizures |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Bowel/Bladder | <input type="checkbox"/> Heart | <input type="checkbox"/> Speech |
| <input type="checkbox"/> Behavior | <input type="checkbox"/> Chicken Pox | <input type="checkbox"/> Infections | <input type="checkbox"/> Surgery |
| <input type="checkbox"/> Bleeding | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Kidney | <input type="checkbox"/> Vision |
| <input type="checkbox"/> OTHER | _____ | | |

Comments: _____

2. Does your child have allergies to medicine, food, latex or insect bites?

NO YES To What _____ What happens _____
Treatment _____

3. Has your child had any illnesses since school ended in June?

NO YES Type of illness, with date(s) _____

4. Has your child had surgery since school ended in June?

NO YES Type of surgery, with date(s) _____

5. Has your child received any immunizations since school ended in June?

NO YES List immunizations, with dates _____

6. Is your child being treated or evaluated for any health conditions?

NO YES List condition _____

7. Is your child on any medication or treatment?

NO YES Name of medication and/or treatment _____

Does your child need medicine during school hours?

NO YES **If yes, please contact the school nurse to make arrangements.*

8. Has your child ever been examined by an eye doctor?

NO YES Date of last exam _____ Glasses prescribed NO YES

If your child wears glasses or contact lenses, when was the prescription last changed? _____

9. Has your child had any emotional upsets (recent move, death, separation, divorce) since school ended in June?

NO YES List _____

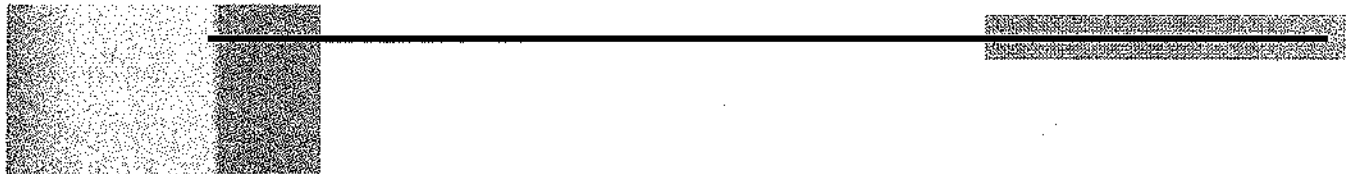
10. What is the name of your child's dentist? _____

What is the date of his/her last dental exam? _____

11. What is the name of your child's doctor? _____

What is the date of his/her last physical exam? _____

Thank you.



Student and Student Data

M. Student and School Data

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

It is the policy of the Board of Directors and staff at Thomas A. Edison to comply with the Family Educational Rights and Privacy Act. The following is the procedure outlined in the student code of conduct for students and parents.

STUDENT RECORDS

Student records are defined as any materials concerning individual students kept in any form by the Board of Directors or its employees, except for personal notes of teachers and other school personnel intended for their use only. Student records are maintained to provide information which can be used to develop the best possible educational program for each student. Care must be exercised by the school staff to make sure that student records are treated confidentially and that the information contained therein is accurate and appropriate. Student Code of Conduct violations and disciplinary actions will normally be recorded and maintained annually. Expulsion will be recorded on the student's cumulative record folder.

Eligible Students and their parents have the responsibility

1. To give school personnel ample notice that they want to inspect and review their records. Eligible students and parents have the responsibility to meet their financial obligations for school fees or fines. Transcripts and records may not be released until all student financial obligations are met.
2. To release information to those individuals or agencies who are working in a positive manner for the benefit of the student. The permission to release information, where required, must be in writing.

Eligible Students and their parents have the right

1. To release, inspect, review, and challenge the information contained in their school records within school guidelines and legal age requirements. School personnel shall provide assistance to students and parents to help them understand information in student records. This access may not be denied because of failure to pay fines or fees.
2. To sign for a release of the information contained in their records to authorized agencies. The student must be fourteen years of age or older to sign this release.
3. To be protected from the release of personally identifiable information to unauthorized persons.

DISCLOSURE OF CERTAIN STUDENT INFORMATION

Thomas A. Edison Charter School may disclose certain information, known as directory information, at its discretion without consent. If a parent or emancipated student does not want directory information released, he or she must send written notice annually to the head of school at the address listed in the front of this booklet. Such notice must be received within 30 days of student receipt of this book. The following student information is directory information: name, address, telephone number, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous school attended by the student, and photographs of students in school or school activities provided the photographs do not reveal information concerning academic placement.

Inspection and Review

Parents and eligible students may submit to the Head of School a written request identifying records they wish to inspect. The Head of School will notify them of the time and place at which records may be inspected. Access shall be provided within 15 days of the receipt of the request.

Amendment of Records

Parents may ask Thomas A. Edison Charter School to amend a record they believe is inaccurate by submitting to the Head of School a written request identifying the part of the record they want changed and specifying why it is inaccurate. If the school denies the request, the school will notify them of the decision, advise of the right to a hearing, and provide the hearing procedures.

Disclosure without Consent

Disclosure of personally identifiable information contained in students' education records requires parent consent with the following exceptions:

Such records may be disclosed to school officials with legitimate education interests. School officials include Thomas A. Edison Charter School employees; Board of Director members; a person or company retained by the Thomas A. Edison Charter School to perform a special task, for example, an attorney, auditor, medical consultant, or therapist; or a parent or student serving on a committee or assisting another school official. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill a professional responsibility.

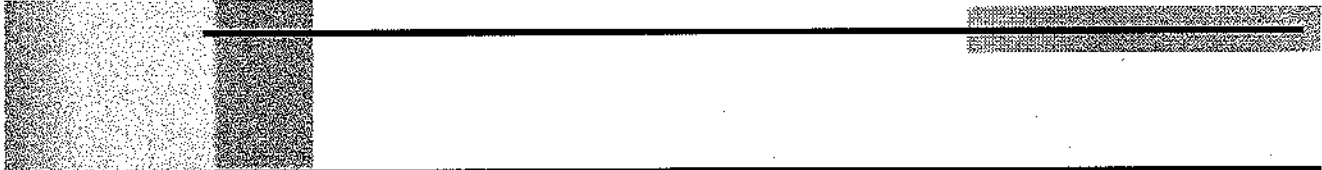
Upon request, Thomas A. Edison Charter School discloses education records without consent to officials of another school or district in which a student seeks or intends to enroll.

All teachers, administrators and support staff are knowledgeable of the FERPA regulation and follow the procedure outlined in this policy.

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

Thomas A. Edison uses Eschool Plus to maintain all student data. Thus, the Department of Education always has access to all school records related to students.

Within two days of receiving a Record Request Form from a school or school district, the school secretary sends through the state mail system the student record requested by the school.



Certification of
Payments to
Management
Companies

N. Certification of Payments to Management Companies

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

Edison Schools, Inc.

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum"), dated as of this ___ day of November, 2005, by and between **THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.** ("TAECS" or the "Charter School"), a nonprofit corporation organized and existing under the laws of the State of Delaware), and **EDISON SCHOOLS INC.** ("Edison"). TAECS and Edison are sometimes referred to in this Agreement as the "parties".

WHEREAS, the parties entered into a Management Agreement dated as of November 25, 1998, and amended as of February 18, 1999, and further amended as of June 14, 2000 (as amended, the "Management Agreement"); and

WHEREAS, the Term under the Management Agreement expired on June 30, 2005; and

WHEREAS, the parties have been discussing terms and conditions under which Edison would continue to manage the Charter School during the 2005-06 school year on a reduced service basis with compensation in the form of a flat per pupil fee; and

WHEREAS, the parties wish to set forth their mutual understanding herein.

NOW, THEREFORE, in consideration of the premises and of the covenants set forth below, the parties, for themselves and their respective successors and assigns, do hereby agree:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Management Agreement.

2005-06 School Year. Effective as of July 1, 2005, Edison shall manage the Charter School throughout the 2005-06 school year (the "06 School Year"). Notwithstanding the expiration of the Term under the Management Agreement, the parties agree that the Management Agreement shall remain in effect for the 2005-06 school year, except as modified hereby. Edison's fees for the 06 School Year shall be a fixed fee of \$500 per enrolled student (the "Management Fee"). Any necessary capital expenditures shall be made solely by the Charter School. Edison acknowledges the provisions of Del .C. Title 14, Chapter 5, 512 (14), which provides in part: "The school's board of directors shall annually certify to the Department, on a form to be provided by the Department, that prior to the payment of any fees or other sums to any management company employed by the board, the board will insure that sufficient revenues of the school are devoted to adequately support the school's proposed educational program." The Management Fee shall not be used to fund any operating costs or capital expenditures of the Charter School, which shall be paid for by the Charter School out of its budgeted spending. Such operating costs and capital expenditures include without limitation, the costs of any insurances, curriculum, accounting fees, food and transportation services, facilities costs, and all utilities. The Management Fee shall not constitute payment for professional development, travel associated with conferences, nor the allocated charge for the services of Edison's Area Financial Manager ("AFM"), each of which

shall be separately charged. In accordance with the Delaware Financial Management System (DFMS), TAECS will prepare a purchase order, payable to Edison in the amount of \$420,000 (\$500/pp X 840 students, confirmed count @ 9/30/2005), which shall be paid monthly, together with any reimbursable costs previously advanced by Edison.

2. Reports to Board. Each month, Edison, with the cooperation of the principal, will provide a report to the Board of Directors of TAECS (the "Board") as to the Charter School's progress and status, such report to be substantially in the form of Exhibit A attached hereto.

3. Benchmarks. Edison will provide access to Benchmarks Testing & Reports, Bulletins and Calendars and GradeBooks only. The Charter School will not have access to SASI (including Student Learning Contracts). Because the Charter School is using E-School as its data system, Edison is not responsible for data management within the Benchmark System. TAECS shall be responsible for the integrity of the data within Benchmarks, which includes the data regarding enrolling, transferring and withdrawing of students. Because TAECS has elected to not fully use SASI, TAECS can only expect that the Bulletins and Calendars would have limited functionality.

4. NCLB Compliance and Review. Prior to December 15, 2005, Edison shall review, analyze, and report on TAECS's progress against the compliance requirements under the No Child Left Behind Act ("NCLB"), including, without limitation, comparison of standardized test scores against similarly situated Delaware schools and other Edison-managed charter schools. Edison shall propose recommendations for corrective action, if needed.

5. Compliance With Grants. Prior to December 15, 2005, Edison shall conduct a review and analysis of TAECS's progress with respect to categorical grants, and shall propose recommendations for action on meeting reporting standards. If the Board adopts such recommendations, Edison shall, if requested, implement, at the Charter School's expense, school personnel training and any necessary technical refreshment.

6. Professional Development. The Charter School shall have the right to have appropriate TAECS staff members participate in Edison-sponsored training seminars and conferences including "ELDA" "ELI," "PLC," "TA" and "Achievement Academy Programs." TAECS shall bear all travel related expenses of its participants at such seminars and conferences. In addition, Edison shall provide the principal of the Charter School with appropriate training and support.

7. Operations. Edison shall work with the Board and staff of the Charter School in order to develop a facilities management master plan, including without limitation, (i) analysis of various lease/purchase options with respect to the existing facility, (ii) review of all service contracts and follow up optimization strategy, (iii) meet and interface with existing service providers, as necessary.

8. Technology. The Charter School shall receive technology support, consistent with past practices, including without limitation:

- Access to "The Common"
 - Internet Access
 - Internet Content & Spam Filtering
 - Virus Protection (Network and Individual User)
 - School Web Page (Internal & External)
 - Edison Email
 - Benchmarks*
 - Bulletins & Calendars* (limited functionality due to E School System)
 - Clientless VPN
- * While Edison provides access to these systems, TAECS is fully-responsible for data input and integrity.**

Additionally, Edison shall provide help desk technical support for the following:

- Hardware
- Network & Infrastructure (including remote monitoring of Internet connections)

The Charter School shall employ at its expense a Technical Services Manager (TSM) who will be responsible for the day-to-day technical support and delivery of services listed above. Edison shall provide technical support to the TSM in order to provide the foregoing services and the TSM shall be responsible for maintaining all Edison network standards to ensure the best possible performance with respect to the foregoing services.

10. Enrollment/Outreach. Edison shall work with the Board and other members of the Charter School's leadership team to develop a customized enrollment strategy for TAECS, based upon a thorough review of area demographics. As part of the execution of the strategy, Edison envisions the engagement of an enrollment specialist, at the Charter School's expense, who will work with on-site TAECS staff and will develop a customized local media campaign to build broader awareness of TAECS' success. Edison shall commence the enrollment planning effort on or before December 15, 2005.

11. Financial Support. the Edison Area Financial Manager and the TAECS Business Manager shall work collaboratively and shall perform their respective duties as described below. It is proposed that at each Board meeting, a full report be delivered by the Business Manager and AFM regarding the following responsibilities:

TAECS Business Manager Responsibilities:

- Process all purchase orders and vouchers through DFMS.
- Ensure proper expense coding as to origin of funds (State, Federal, and/or Local).
- Maintain school activity & petty cash accounts.
- Assist principal with Federal Consolidated Grant Application.
- Prepare all bank deposits.

- Maintain all Time & Effort Timesheets for partially federally funded teachers.
- HR administration of benefits to all school employees, including open enrollment.
- Oversee health care benefits administration and enrollment at school.
- Oversee health care benefits administration and enrollment at school.
- Track attendance and PTO for all school employees.
- Track all monthly DFMS expenses on Excel spreadsheet for AFM.
- Oversee all vendor contracts and maintain all vendor, billing, and personnel files.
- Ensure compliance with all State & Federal reporting.
- Support TAECS' hiring officer to assure all recommended candidates meet HQT Standards
- Assist AFM with annual FY audit.
- Prepare annual employment contracts.
- Ensure new hire compliance with NCLB.
- Assist AFM & Principal with FY budget preparation.
- Ensure collection and accuracy of federal, state, local revenues.
- Any other responsibilities as required by the Principal and/or School Board.
- Site responsible for all audit costs.
- AFM assists Site BSM with mgt contracts.
- Site BSM responsible for procurement, purchase orders and vouchers.
- No working capital provided.
- Site BSM collects all revenues.
- Site BSM responsible for all compliance with state and federal fiscal requirements.

Edison Area Financial Management Unit Responsibilities:

- Work with site BSM and principal to prepare annual budget.
- Monthly review of the school's finance condition with Finance Committee.
- Preparation of monthly financial statements.
- Oversee payroll.
- Review and analyze TAECS's progress on all grants including recommendations for action on meeting reporting standards and how funds are allocated.
- AFMU Business Specialist (BSNP) to prepare TAECS payroll in accordance to the Delaware PHRST system.
- AFMU Business Specialist (BSNP) to prepare TAECS payroll in accordance to the Delaware PHRST system.
- BSNP to ensure proper payroll coding as to origin of funds (State, Federal, and/or Local).
- AFM to prepare/compile financial statements and assist Business Manager with budget compliance.
- AFM to review financials and Management Estimate with Principal, Business Manager, and Finance Committee on a monthly basis.
- AFM to assist Business Manager with vendor contracts, namely facility maintenance.
- AFMU would oversee the annual FY audit, including hiring a CPA firm to compile the FY DFMS financials as required by the State of Delaware (as done for FY05). The cost of this compilation would be a TAECS operating expense.
- Edison oversight of LEA Consolidated Application process and fund allocation.

On-Site Support

- **Achievement Vice-President:**
 - Twice per month beginning November 2005.
 - Review and monitoring of the School Achievement Plan.
 - Monitoring of Benchmarks (monthly).
 - Materials and tools for analysis of test data.
 - Review and analyze TAESC's progress against AYP and state requirements (includes comparison of other Edison schools, similar DE schools, and recommendations for improvement).
 - Level of involvement of Reading and Math Coordinators, ELL and Sped specialists is provided only on an "as-need" basis rather than on a specified schedule of support
 - Principal must still provide relevant data or information to AVP so that Edison can track achievement progress.
- **General Manager:**
 - Twice per month beginning October 2005.
 -
 - Provide comprehensive report using monthly Board format
 - Level of involvement of GM is limited to Board work sessions and Board meetings to deliver report card.

- Coordination of additional support for increasing principal and teacher efficacy

- **Operations**

- Development of a facilities management master plan.
- Analysis/summary of existing site viability for future development efforts.
- Review of all service contracts – “good housekeeping” goal.
- Interface with existing service provider as needed.

- **Teacher Recruitment and Development, NCLB**

- Review files of existing and leading candidates to assure compliance with NCLB HQT Standards.
- Participation in Edison Teaching Academy and other training activities (school pays travel costs).
- Professional Development to educate hiring officer of HQT standards so assist the school with its transition to take over this activity.

12. Strategic Planning. Although Edison’s management under this MOU formally terminates on June 30, 2006, the parties agree to commence good faith efforts toward transitioning to a longer-term arrangement. To this end, the parties shall engage in a comprehensive, long range strategic planning session with the participation of TAECS Board members and key Edison executives, such planning session to address following items, among others:

- Building board capacity and succession planning (if needed)
- Constructing long range plans for expansion, including a high school
- Positioning TAECS as a center for community development
- Developing a plan for acquiring ancillary revenue, e.g., unrestricted and restricted grants, corporate underwriting and sponsorship
- Adopting a community outreach plan, including a public relations strategy to generate additional interest in the progress in achievement and attract potential funding sources
- Establishing a long range financial plan, including development of surplus to achieve stability for TAECS and capture resources for contingencies such as facilities repair
- Determining the feasibility of long term financing, including gaining access to the capital markets to fund growth
- Planning for the upgrade of the technology infrastructure
- Refreshing curriculum (e.g., SFA and Everyday Math, and JA Reading)

It is understood that the fee structure in place under this Agreement shall not necessarily be the basis for the fee structure for any longer term arrangement.

13. Miscellaneous.

- a. The signatories acknowledge that they are duly authorized to enter into this Agreement on behalf of their respective organizations.
- b. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, except as stated in paragraph d below. No representations have been made by any of the parties except as set forth herein and all prior agreements, negotiations and understandings, whether written or oral, are merged herein and shall be of no further force and effect (except as otherwise stated herein) and neither party shall have any obligation or liability to the other thereunder. This Agreement may not be modified or amended except in a writing expressly referring to this Agreement and signed by all the parties. No waiver by any party of any covenant or agreement or the breach of any representation, warranty, covenant or agreement contained herein, whether by conduct or otherwise, shall be deemed to be, or construed as a further or continuing waiver of such representation, warranty, covenant or agreement or breach or waiver of any other representation, warranty, covenant or agreement and the failure of any party to enforce or require performance of any covenant or agreement herein shall not affect the right of that party to enforce the same. The invalidity or unenforceability of any particular provision or provisions of this agreement shall not effect the other provisions hereof and, in the event any particular provision or provisions are invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.
- c. This Agreement shall be construed and enforced exclusively in accordance with the laws of the state of New York, without regard to any conflict or choice of law rules that would defeat the application of New York law.
- d. The Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.

By: _____

Name:

Title:

EDISON SCHOOLS INC.

By: _____
Name:
Title:

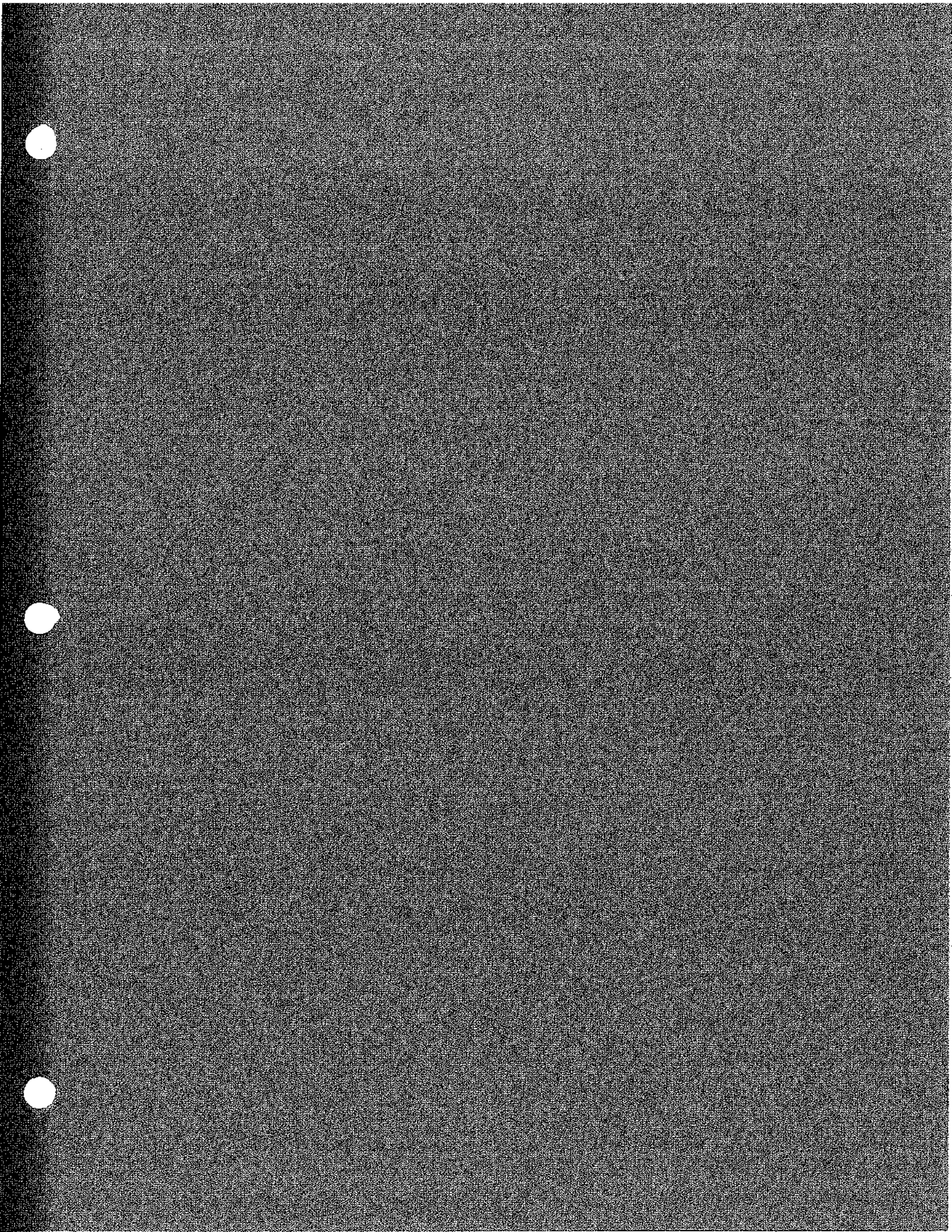
EXHIBIT A***Format for Monthly Report to the Board of Trustees***

The following format is suggested for use by the Principal and the Edison General Manager in making monthly progress reports to the TAECS Board of Trustees. Written reports should be distributed to members of the Board in advance, with the Principal and the GM making a presentation at the Board's monthly meeting featuring academic and financial performance as well as design implementation.

I. Student Achievement	Charts showing Benchmark Assessment data for the preceding month: <ul style="list-style-type: none"> * Benchmark summaries by grade for reading and mathematics (including the "target score" that predicts "proficiency" on high stakes state tests) * Rates of Participation by grade
II. (Presented with Edison Achievement Advisor participation, if desired)	Charts presenting results of any other tests (state tests, standardized tests, etc.) that have become available via the DDOE website -, including: <ul style="list-style-type: none"> * An interpretation of the tests results (what data tell us about academic progress at the school?); and * An action plan in response to the data (what actions steps should be taken?) <p>Upcoming assessment activities</p>

<p>III. Edison Support and Design Implementation</p> <p>IV. (Presented with Edison Achievement Advisor participation, if desired)</p>	<p>Use the Monthly Achievement Profile (MAP) to inform the Board of the status of design implementation.</p> <p>Report on Edison assistance provided to the school on design implementation since the previous Board meeting:</p> <ul style="list-style-type: none"> * Professional development * Edison Evenings, conferences, site visits, etc.
<p>V. School Operations (Edison team to coordinate with School leadership)</p>	<p>Attendance: Provide charts for each academy, showing:</p> <ul style="list-style-type: none"> * Average daily attendance by month for the current year * Average daily attendance for the last two years (this is available on the school report card) <p>Discipline: Provide charts for each academy showing:</p> <ul style="list-style-type: none"> * Number of office referrals by month (who collects data) * Number of in-school suspensions by month * Number of out of school suspensions by month <p>QLC Participation rates, by academy (if appropriate)</p> <p>Facilities issues (if any)</p> <p>Special events (field trips, special guests, awards to students or staff, etc.)</p> <p>Administrative Issues -- Advisory as needed</p>

VI. Personnel	<p>The following information to be distributed <u>to the Board only</u>, to be discussed in executive session, followed by any required votes in public session:</p> <ul style="list-style-type: none"> * Resignations (as prepared by the principal and BSM for Board approval) * New Hires and Assignments, as presented by the principal, BSM, AFM, GM and Regional Teacher Recruitment Specialist for Board approval: <ul style="list-style-type: none"> o Position (confirm that position is included in the budget, and that the appointment represents the replacement of a departing staff member or the filling of a newly created position and is compliant with NCLB and or DE requirements) o Name of candidate o Education degrees held o Years of experience in education and in other fields o Recommended salary o Start date o Rationale for recommendation of appointment * Recommended Reassignments/Promotions/Salary Adjustments, as presented by principal, BSM, AFM, and GM for Board approval
VII. Finance	<p>Site summary financial report for the preceding month showing for each account line:</p> <ul style="list-style-type: none"> * Budgeted revenues and expenditures (who presents these) * Actual revenue and expenditures to date * Projected revenue and expenditures for the year * Recommendations (if any) for corrective action in the event of a projected deficit.
VIII. Accountability & Compliance Issues	<p>Accountability and compliance reports requiring Board action this month and the succeeding month.</p>
IX. Items of Information	<p>Anything that the GM, AFM or Principal want to bring to the Board's attention that does not require discussion at the meeting.</p>



**AGREEMENT BETWEEN THE
THOMAS A. EDISON CHARTER SCHOOL OF WILMINGTON, INC.
AND THE EDISON PROJECT INC.**

(as amended as of February 18, 1999)

THIS AGREEMENT (the "Agreement") is made and entered into as of the 25th day of November, 1998 by and between The Edison Project Inc., a Delaware corporation ("Edison"), and the Thomas A. Edison Charter School of Wilmington, Inc. (herein "TAEC SOWI" or "Board"), a nonprofit corporation organized and existing under the laws of the State of Delaware ("State"). Edison and the TAEC SOWI agree to the terms set forth below and in Appendix A, "Standard Terms and Conditions," attached hereto and incorporated herein.

1. **Term**. The term of this Agreement ("Term") shall commence on the date first above written and end on June 30, 2005, unless terminated earlier or extended in accordance with the terms and conditions set forth herein. The Term shall include five school years, each commencing on or about August 15 and ending on or about the following June 30. Pursuant to an executed modification agreement, a form of which is attached as Appendix B, the Term shall be extended to the end of the fifth school year of any expansion academy. This Agreement shall be automatically renewed for an additional five-year term, unless written notice of intent to terminate or renegotiate is given by either party prior to January 1 of the year in which the Agreement is scheduled to expire. In no event shall the Term extend beyond the termination of any charter granted to TAEC SOWI by State.

2. **Charter School**.

(a) **Authorization**. TAEC SOWI has been granted a charter (the "Charter") by the State of Delaware to organize and operate a public charter school (the "Charter School") pursuant to the Charter School Act of 1995, 14 Del. C. § 501 et seq., as amended. The Charter sets forth certain terms and conditions for operation of the Charter School. Edison shall provide the services contemplated by this Agreement at the Charter School subject to the oversight of TAEC SOWI.

(b) **Initial Program and Expansion.** The Charter School will open on or about August 15, 2000 with an expected enrollment of 600 students in grades K-5. The Charter School will add the Edison academies listed below in successive years subject to the execution by both parties of a modification agreement in the form of Appendix B.

<u>School Year</u>	<u>Edison Academy</u>	<u>Grades</u>	<u>Expected Enrollment</u>
2001-02	Junior Academy	6-8	600
2002-03	Senior Academy	9-10	400
2003-04	Collegiate Academy	11-12	400

(c) **Admissions and Recruitment.** Edison shall select students for admission to the Charter School based upon such selection criteria as may be agreed upon by Edison and TAEC SOWI and permitted by law. Edison and TAEC SOWI shall be jointly responsible for the recruitment of students for the Charter School.

3. **Charter School's Responsibilities.**

(a) **School Facilities.** TAEC SOWI shall provide Edison with the use and possession of facilities located in the City of Wilmington ("School Facilities"). TAEC SOWI shall ensure that the School Facilities are suitable and appropriate for use as a school by the student population to be served at the site, and that such facilities are in compliance with all federal, state and local fire, safety, and building codes and requirements applicable to public schools, including but not limited to the abatement of environmental hazards and the requirements of the Americans with Disabilities Act.

(b) **Capital Repairs and Improvements.** TAEC SOWI shall be responsible for major repairs, capital improvements or construction at the School Facilities. TAEC SOWI will be responsible for all costs related to the installation of additional or upgraded electrical service that may be necessary for the installation of school technology provided by Edison.

4. **Edison Responsibilities.**

(a) **School Operations.** Edison shall provide the Charter School with a complete educational program based on Edison's unique school design, comprehensive academic programs, and school management principles ("Edison School Design"). Edison will provide the management and administrative services necessary to implement and operate its educational program at the Charter School. The Edison School Design is modeled on the "Partnership School Design Highlights" book and "The Academic Program: K-8", attached hereto as Appendix C and Appendix D respectively, as such are modified by Edison from time to time.

(b) **Home Technology.** To implement the Edison School Design, Edison shall make an intranet terminal (including monitor, keyboard and pointer) available in the home of each Charter School student in the third grade or higher. Intranet terminals will be distributed during the first semester of the second school year, after appropriate training of students and parents/guardians as determined by Edison. Home technology provided by Edison hereunder shall remain the property of Edison.

(c) **School Technology.** Edison shall be responsible for the acquisition and installation of school-based technology equipment integral to the Edison School Design and for related clean-up and painting incident thereto. This responsibility shall not include the installation of additional or upgraded electrical service necessary for the installation of such technology. School technology equipment provided by Edison hereunder shall be the property of Edison.

(d) **Curriculum Materials and Other Property.** Edison shall be responsible for the acquisition of curriculum materials to be used at the Charter School. Curriculum materials and other property provided by Edison for use at the Charter School shall be the property of Edison.

(e) **School Facilities.** Edison may make building adaptations to the School Facilities if required by the Edison School Design; however, Edison shall not make significant capital improvements to or significant alterations of the School Facilities without prior approval. Upon transfer of possession to Edison, Edison shall be responsible for the cleaning, maintenance and operation of the School Facilities. Upon termination of the Agreement, Edison shall return the School Facilities provided by TAECOWI in substantially the same condition as first made available to

Edison, except for permitted alterations, reasonable wear and tear consistent with the number of years that Edison has used the facilities and ancillary property, obsolescence, and fire or other casualties beyond Edison's control.

(f) **Transportation and Food.** Edison shall be responsible for providing food service for the Charter School in accordance with applicable law. Edison shall also arrange for the transportation of Charter School students if and to the extent required by applicable law. Edison may subcontract with a municipality or a public or private subcontractor for the provision of food services and transportation.

5. **Annual Fees.**

(a) **State Funding.** TAEC SOWI and Edison will work jointly to ensure satisfaction of 14 Del. C. § 512(i), relating to the Charter School's financial and administrative operations in accordance with Exhibit II. TAEC SOWI shall comply with the requirements of the State of Delaware for the purpose of receiving or maintaining its eligibility to receive from the State the per pupil allowance for each student enrolled and in attendance in the school. TAEC SOWI shall also comply with the requirements to receive funds from other external sources, including but not limited to those listed in subsection (c) below. Edison shall provide such assistance to TAEC SOWI in the preparation or review of such applications and reports as TAEC SOWI may request. TAEC SOWI shall permit Edison to review any such applications and reports prior to their submission.

(b) **Edison Fees and TAEC SOWI Expenses.** TAEC SOWI shall apply for and shall promptly remit to Edison all funds that it receives on behalf of the Charter School as set forth in Exhibit I to this agreement, less reasonable TAEC SOWI expenses which shall be mutually agreed upon annually by Edison and TAEC SOWI. Reasonable expenses shall include reasonable administrative expenses and meeting costs; reasonable amounts to cover the cost of insurance premiums to provide public officers and directors liability insurance, fiduciary insurance and public liability insurance; and fees for audit and legal services as TAEC SOWI may require from time to time.

(c) **Compliance with External Source Funding.** Edison and the Charter School shall comply with all terms and conditions of any external source funding described in Exhibit I (e.g. federal and state funds designated

for particular purposes such as Title I and special education) that is received pursuant to this Agreement. Such payments shall be expended by Edison solely on behalf of the designated students when so required by the funding source. Upon reasonable advance request, Edison shall provide evidence to TAEC SOWI that the Charter School is in compliance with such requirements, and shall provide all reports, data, and information reasonably necessary for TAEC SOWI to meet any reporting, certification or other requirements for such funding.

(d) **Payment Schedule.** All funds payable to Edison hereunder shall be paid to Edison by TAEC SOWI within five business days after its receipt of such funds.

6. **Appendices.** The parties agree to the terms and conditions of this Agreement and the Appendices and Exhibits attached hereto and incorporated herein by reference.
7. **Entire Agreement.** This Agreement and Appendices and Exhibits hereto shall constitute the full and complete agreement between the parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.
8. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, telecopy or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To Edison at:
The Edison Project Inc.
521 Fifth Avenue, 15th Floor
New York, NY 10175
Attn: H. Christopher Whittle
Telecopy: 212-419-1604

with a copy to:
The Edison Project Inc.
800 S. Gay St., Suite 1230
Knoxville, TN 37929
Attn: Vicki Mayfield
Telecopy: 423-546-1090

To TAEC SOWI at:

The Thomas A. Edison Charter

School of Wilmington, Inc.

c/o Skadden, Arps, Slate, Meagher & Flom LLP

One Rodney Square

P.O. Box 636

Wilmington, Delaware 19899

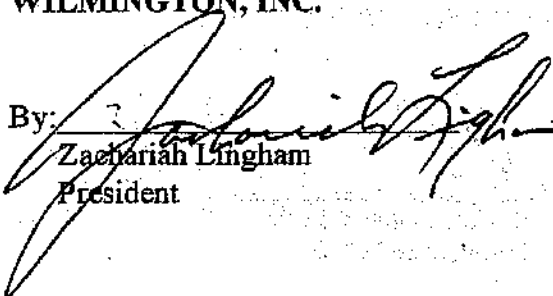
Attn: Robert S. Saunders

Telecopy: 302-651-3001

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE THOMAS A. EDISON
CHARTER SCHOOL OF
WILMINGTON, INC.**

THE EDISON PROJECT INC.

By: 
Zachariah Lingham
President

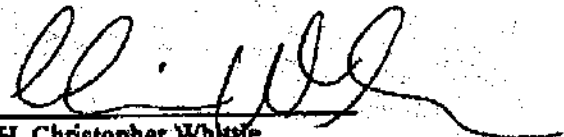
By: _____
H. Christopher Whittle
President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first above written.

**THE THOMAS A. EDISON
CHARTER SCHOOL OF
WILMINGTON, INC.**

THE EDISON PROJECT INC.

By: _____
Zachariah Lingham
President

By: 
H. Christopher White
President and CEO

Part II: Plan for the Proposed Charter Renewal Period

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

Specific Areas to Address

A. Qualifications of the Applicant (Regulation 275, Section 4.1)

Describe any changes planned for the renewal period related to:

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

No Proposed Changes

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

No Proposed Changes

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

No Proposed Changes

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

No Proposed Changes

B. Educational Program (Regulation 275, Section 4.3)

1. Describe any changes planned during the renewal period for the scope and sequence of the school's curriculum including the major units of instruction covered in each content area in each grade in which the school provides instruction. Curriculum alignment consistent with regulation 502 is required for each content area for which a Delaware Recommended Curriculum has been released.

The Board of Directors and the School's Administration do not plan any major changes in the scope and sequence of the school's curriculum over the next five years. We will continue to change the emphasis in our curriculum to specific areas based on the results of the previous year's DSTP data.

2. Describe how the educational program will continue to comply with the requirements of applicable state and federal laws regarding students with disabilities, unlawful

discriminations and at risk populations, including those listed in Regulation 275, Section 4.3.3.

The Board of Directors and School Administrators will continue to support all state regulations regarding students with disabilities by maintaining a Special Education Department and funding their activities to support an inclusion model.

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

- a) **A list of courses the school offers at grades 9-12, identifying requirements for promotion to the next grade and the requirements for graduation. The school must verify that students meet state graduation requirements. The school must certify that it is providing driver education to its students in accordance with the requirements placed on other public schools.**

Not applicable.

- b) **A description of the content of each course. Does this need a response, or is it HS only?**

Not Applicable

- c) **Provide a detailed chart demonstrating the alignment between the school's educational program and the Delaware Recommended Curriculum and state program requirements, and in the case of a high school, the state graduation requirements.**

C. Student Performance (Regulation 275, Section 4.2)

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

No Proposed Changes

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

No Proposed Changes

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

No Proposed Changes

D. Economic Viability (Regulation 275, Section 4.4)

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

Per the attached budget sheets, the school will remain economically viable over the charter renewal period, and is expected to post positive fund balances at the end of each fiscal year.

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

See attached budget pages

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

The school expects to enter transportation contracts similar to those it has historically had.

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

The school will continue to occupy the facility it has occupied since its inception. No changes are contemplated at this time.

E. Attendance, Discipline, and Student Rights and Safety (Regulation 275, Section 4.5)

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

No proposed changes. The manual was last updated in September of 2007.

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

No proposed changes. The school will continue to distribute the attendance policy at the start of the school year.

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

The school will continue to report all crimes that fall under the section 4112. Parents are notified through the student code of conduct the reporting requirements.

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

The school will continue to provide for the health and safety of students, employees, and guests by following all state, federal and school policies on health and safety.

F. Market Accountability (Regulation 275, Section 4.5)

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

No changes are planned.

ASSURANCES

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

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

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

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

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

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

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

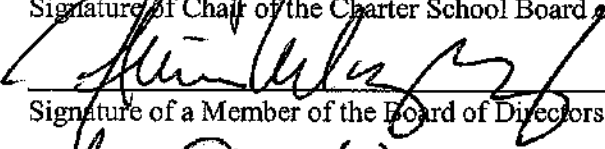
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Thomas A. Edison Charter School

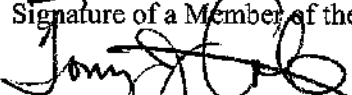
Name of Charter School

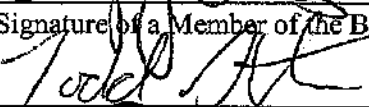
Date of Signatures



Signature of Chair of the Charter School Board of Directors

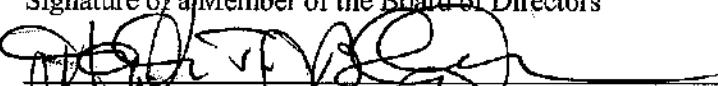

Signature of a Member of the Board of Directors

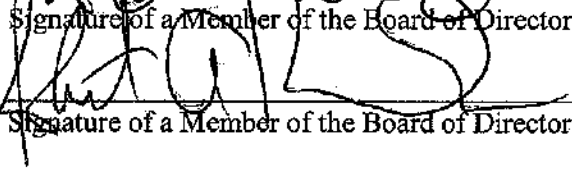

Signature of a Member of the Board of Directors


Signature of a Member of the Board of Directors


Signature of a Member of the Board of Directors


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Signature of a Member of the Board of Directors

8/09/07

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Name of Charter School

Date of Signatures

Andrew [Signature]

Signature of Chair of the Charter School Board of Directors

Lusica [Signature]

Signature of a Member of the Board of Directors

[Signature]

Signature of a Member of the Board of Directors

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8/09/07