

Virginia Board of Education Agenda Item



Agenda Item: B

Date: January 16, 2014

Title	Final Review of Consensus Report from the Board of Education Charter School Committee on the Proposed Metropolitan Preparatory Academy Charter School Application		
Presenters	Diane Jay, Associate Director, Office of Program Administration and Accountability on behalf of Mr. Chris Braunlich, Charter School Committee Chair		
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Purpose of Presentation:

Action required by state or federal law or regulation.

Previous Review or Action:

Previous review and action. Specify date and action taken below:

Previous Review: October 24, 2013

Action Taken: First Review

Previous Review: November 21, 2013

Action Taken: Deferred

Action Requested:

Final review: Action requested at this meeting.

Alignment with Board of Education Goals: Please indicate (X) all that apply:

	Goal 1: Accountability for Student Learning
	Goal 2: Rigorous Standards to Promote College and Career Readiness
X	Goal 3: Expanded Opportunities to Learn
	Goal 4: Nurturing Young Learners
	Goal 5: Highly Qualified and Effective Educators
X	Goal 6: Sound Policies for Student Success
	Goal 7: Safe and Secure Schools
	Other Priority or Initiative. Specify:

Background Information and Statutory Authority:

Goal 3: The Board of Education has adopted expanded choices for student success. Charter schools are one avenue for parents and for children seeking new education options in the public education system.

Goal 6: In 2011, the Board of Education approved procedures for receiving and reviewing charter school applications and criteria used in reviewing applications.

As a result of legislation approved by the 2010 General Assembly, the *Code of Virginia*, [Section 22.1-212.9](#), requires that all charter school applications be submitted to the Board prior to being submitted to

the local school board. Applications must adhere to the format prescribed by the Board and address the application elements stated in the *Code of Virginia*, [Section 22.1-212.8](#). The Board is required to render a decision on whether the application meets its approval criteria. A decision by the Board that an application meets its approval criteria does not guarantee that the local school board will approve a request for a charter. The process required by charter school applicants can be found at http://www.doe.virginia.gov/instruction/charter_schools/application/application_process.pdf. Legislation approved by the 2013 General Assembly in [HB 2076](#) and [SB 1131](#) provides that charter school applications that are initiated by one or more local school boards are not subject to review by the Board of Education.

To meet the intent of the legislation for applications submitted to the Board of Education, the Board has appointed a charter school committee to examine charter school applications submitted to the Board and ensure they are consistent with existing state law. The Board of Education Charter School Committee met on September 25, 2013, to discuss the charter school application submitted by Metropolitan Preparatory Academy in Richmond and to meet with the applicant. A copy of the application and supporting documents can be found at http://www.doe.virginia.gov/boe/committees_standing/charter_schools/meeting_materials.shtml#sep252013. Minutes in Attachment A reflect the Charter School Committee’s discussion regarding the criteria developed by the Board. Attachment B contains the Charter School Committee’s consensus report and the complete checklist used by the committee to evaluate the Metropolitan Preparatory Academy charter application. The table below displays the committee’s recommendation as to whether the components of the application meet the Board’s approval criteria. The components, criteria, and action by the committee are listed below.

Required Application Components		Met the Criterion
I.	Executive Summary	Yes
II.	Mission Statement	Yes
III.	Goals and Educational Objectives	Yes
IV.	Evidence of Support	Yes
V.	Statement of Need	Yes
VI.	Educational Program	Yes
VII.	Enrollment Process	Yes
VIII.	Displacement	Yes
IX.	Transportation	Yes
X.	Residential Charter School	N/A
XI.	Economic Soundness	No
XII.	Management and Operation	No
XIII.	Employment Terms and Conditions	Yes
XIV.	Liability and Insurance	Yes
XV.	Disclosures	Yes

The committee gave unanimous consent that overall the application was compliant.

Metropolitan Preparatory Academy was asked to provide information regarding questions from the Board meeting on October 24, 2013, on criteria that were not met. Specifically, the charter school applicant was asked to share additional documentation of progress in the areas of: 1) Economic Soundness; and 2) Management and Operation. The additional documentation submitted by the applicant can be found in Attachment C.

At the November 21, 2013, meeting of the Board of Education, the Board deferred action on the

application of the Metropolitan Preparatory Charter School Committee. At that time, the Board expressed a desire to seek the opinions of the Charter School Committee regarding the applicant's additional evidence for the two elements the Committee's Consensus report indicated did not meet the criterion of the Board: Economic Soundness, and Management and Operations.

Subsequent to the Board meeting, members of the Committee voting on the original application at the September 25, 2013, meeting received the supplemental documents found in Attachment D. In response, five of the six Committee members indicated to staff that they felt the Economic Soundness criterion was met; six of the six agreed that the Management and Operations criterion had been met.

Additional comments of committee members are indicated below:

"The application meets the criteria necessary. This is a different standard than one that might be necessary were I being asked to *approve* the charter application and *authorize* the charter. Approval and authorization are a higher standard but are beyond the scope of the Board's authority. As has regularly been the case with every other charter application, it is extremely difficult – if not impossible – to judge the fiscal implications of a charter applicant that has not had substantive conversations with the proposed authorizer."

"I believe they have now met the requirements and answered many of the questions that we had."

"The information requested has been given. As the charter school moves on, I am sure there will be more clarification and information requested by Richmond Public Schools."

"The revenue projections are, based on what I can determine, far too aggressive and (in my opinion) unrealistic. Revenue projections for the food services operation, alone, are entirely implausible (especially when this portion of the budget must be self-sustaining). Some salary costs, especially administrative, represent a disproportionate share of the overall salary line (e.g., half a million dollars annually in the first three years out of a 1.5 - 3 million dollar budget)."

Impact on Fiscal and Human Resources:

There is a minimum impact on resources. The agency's existing resources can absorb costs at this time.

Timetable for Further Review/Action:

Following the action by the Board, the applicant will be formally notified by the Department of Education of the Board's decision within five business days. Concurrent with its notification to the applicant, the Richmond City School Board will also receive a formal notification of the Board's action.

Superintendent's Recommendation:

The Superintendent of Public Instruction recommends that the Board of Education accept the Charter School Committee's recommendation that the application for Metropolitan Preparatory Academy in Richmond is overall compliant with the Board of Education criteria.

COMMONWEALTH OF VIRGINIA
BOARD OF EDUCATION
CHARTER SCHOOL COMMITTEE
RICHMOND, VIRGINIA

Minutes

September 25, 2013

The Board of Education Charter School Committee met at the James Monroe State Office Building, Jefferson Conference Room, 22nd Floor, Richmond, with the following members present: Mr. Chris Braunlich, chair, Mrs. Betsy Beamer, Mrs. Darla Edwards, Mr. Walter Cross, Mrs. Linda Hyslop, and Dr. Rick Richardson. Also present were Superintendent of Public Instruction Dr. Patricia Wright and Board member Mrs. Diane Atkinson.

Mr. Braunlich called the meeting to order at 1 p.m.

Mr. Braunlich described the steps of the review process and reviewed the committee's task of examining the Metropolitan Preparatory Academy public charter school application as stipulated in the *Code of Virginia*. The purpose of the meeting was for the committee to discuss the application, meet with the applicant, and decide if the application met the Board's approval criteria. Mr. Braunlich explained that it was not the responsibility of the committee or Board to approve or disapprove an application.

An opportunity for public comment was provided but no comments were made.

Mr. Braunlich made note of the revised application and supplemental materials and that the Department staff re-reviewed certain sections of the application after their initial review. He also noted that the name of the charter school has been changed from Church Hill Preparatory Academy to Metropolitan Preparatory Academy. Before the examination of the application, Mr. Braunlich introduced the applicant, Ms. Tunya Bingham. She, in turn, introduced Mr. Brandon Tutwiler and Mr. Jimmy King.

Mr. Braunlich confirmed that the applicant information (Part A) was complete; an executive summary provided an overview of the proposed charter school; and the assurances (Part C) were signed. Mr. Braunlich then gave the Metropolitan Preparatory Academy team the opportunity to address the educational (Sections II.-VI.), logistical (Sections VII.-X.), and business (Sections XI.-XV.) components of the application. The applicant presented the information through a PowerPoint presentation. Mr. Braunlich stressed the importance of focusing on those areas that have changed since the initial application based upon comments provided with the re-review.

The committee discussed the following areas: dual enrollment, establishing partnerships with institutions of higher education, the Pearson Data Solutions system, performance based goals and objectives, addressing special needs students in the program, and being thoroughly familiar with IDEA and its regulations. A discussion centered on the location of the charter school and being aware of compliance regulations with the Americans with Disabilities Act as well as the cost of the conversion of elementary schools to high schools. Discussion on the budget centered on the

cost of salaries and facilities, as well as facility improvements. The applicant has plans to discuss these issues in greater detail with the Richmond City superintendent.

The committee commended the applicant for undertaking a school for young urban males but cautioned that there were issues that still need to be addressed such as staffing, budget, facility improvements, and the instructional program. While the committee voted that the Educational Program met the minimum criterion, committee members underscored the need for more specificity and detail in that area. The committee encouraged dialogue with other charter schools that have a similar focus. The applicant should work closely with Richmond City Public Schools on strengthening the application, especially in the areas of Economic Soundness and Management and Operation.

The components, criteria, and action by the committee are listed below.

Required Application Components		Met the Criterion
I.	Executive Summary	Yes
II.	Mission Statement	Yes
III.	Goals and Educational Objectives	Yes
IV.	Evidence of Support	Yes
V.	Statement of Need	Yes
VI.	Educational Program	Yes
VII.	Enrollment Process	Yes
VIII.	Displacement	Yes
IX.	Transportation	Yes
X.	Residential Charter School	N/A
XI.	Economic Soundness	No
XII.	Management and Operation	No
XIII.	Employment Terms and Conditions	Yes
XIV.	Liability and Insurance	Yes
XV.	Disclosures	Yes

The committee then gave unanimous consent that overall the application was compliant.

Mr. Braunlich explained that a consensus report will be prepared and provided to the applicant within ten business days. The report will be presented to the Board for first review at the October 24, 2013, meeting. The Board will make a determination as to whether the Metropolitan Preparatory Academy charter school application meets the approval criteria and take final action at the meeting on November 21, 2013.

The meeting was adjourned by the chair at 2:45 p.m.

**Virginia Board of Education
Charter School Committee**

**Consensus Report
Application Submitted by the
Metropolitan Preparatory Academy Charter School
Richmond, Virginia**

October 24, 2013

The *Code of Virginia*, [Section 22.1-212.9](#), requires that all public charter school applications be submitted to the Board prior to being submitted to the local school board. Applications must adhere to the format prescribed by the Board and address the application elements stated in the *Code of Virginia*, [Section 22.1-212.8](#). The Board is required to render a decision on whether the application meets its approval criteria. A decision by the Board that an application meets its approval criteria does not guarantee that the local school board will approve a request for a charter.

To meet the intent of the legislation, the Board of Education established a Charter School Committee. The committee met at the Virginia Department of Education on September 25, 2013, to discuss the charter school application submitted by Metropolitan Preparatory Academy in Richmond and to meet with the applicant.

The applicant had submitted a revised application and attachments to the committee on August 29, 2013, based on the initial review and comments by Department staff. The revised application also reflected a name change from Church Hill Preparatory Academy to Metropolitan Preparatory Academy. It was confirmed by the committee chair that the applicant information was complete; an executive summary provided an overview of the proposed charter school; and the assurances were signed. Through a PowerPoint presentation, the applicant provided an introductory overview of the charter school including the governance structure and how the school will operate, followed by a discussion of the three combined sections of the application: Education (Sections II.-VI.), logistical (Sections VII.-X.), and business (Sections XI.-XV.). Based upon comments provided in response to the revised application, the applicant focused on the areas that have changed since the initial application was submitted.

The committee commended the applicant for undertaking a school for young urban males but cautioned that there were issues that still need to be addressed such as staffing, budget, facility improvements, and the instructional program. The committee encouraged dialogue with other charter schools that have a similar focus and to work closely with Richmond City Public Schools on strengthening the application, especially in the areas of Economic Soundness and Management and Operation. The applicant has plans to discuss these issues and any deficiencies in greater detail with the Richmond City superintendent and staff in the forthcoming weeks.

The consensus report is based on the Board's criteria found in Attachment A. The components and consensus determination are outlined below.

Required Application Components		Met the Criterion
I.	Executive Summary	Yes
II.	Mission Statement	Yes
III.	Goals and Educational Objectives	Yes
IV.	Evidence of Support	Yes
V.	Statement of Need	Yes
VI.	Educational Program	Yes
VII.	Enrollment Process	Yes
VIII.	Displacement	Yes
IX.	Transportation	Yes
X.	Residential Charter School	NA
XI.	Economic Soundness	No
XII.	Management and Operation	No
XIII.	Employment Terms and Conditions	Yes
XIV.	Liability and Insurance	Yes
XV.	Disclosures	Yes

While the committee voted that the Educational Program met the minimum criterion, committee members underscored the need for more specificity and detail in that area. The committee agreed that all components of the application met the criteria, with the exception of Economic Soundness and Management and Operation. The committee gave unanimous consent that overall the application was compliant.

The report will be presented to the Board of Education for first review at the meeting on October 24, 2013. The Board will make an initial determination as to whether the Metropolitan Preparatory Academy application overall meets the approval criteria and will take final action at its meeting on November 21, 2013.



Charter School Committee

Criteria for Metropolitan Preparatory Academy Richmond, Virginia

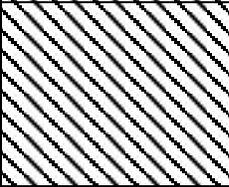
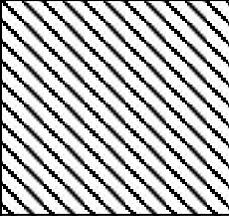
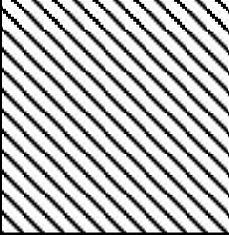
October 25, 2013

Metropolitan Preparatory Academy Criteria Checklist

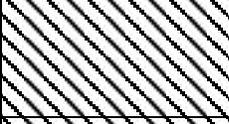
Required Application Components	Does the Response Meet the Board's Approval Criterion?
<p>Cover Page All requested information has been provided and the authorized official has signed and dated the cover page.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Applicant Information All applicant information has been provided.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>I. Executive Summary: The executive summary provides an overview of the proposed charter school and must include the need for the public charter school and its goals and objectives.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>II. Mission Statement: The mission statement of the public charter school is consistent with the principles of the Standards of Quality (SOQ). The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A description of the public charter school's mission and how it is consistent with the principles of the Virginia SOQ. (Section 22.1-253.13:1, Code of Virginia)</p>	
<p>2. A description of any specialized area of academic concentration.</p>	
<p>3. Information about the public charter school's anticipated student population consistent with Section 22.1-212.6, of the <i>Code of Virginia</i>.</p>	
<p>III. Goals and Educational Objectives: The goals and educational objectives to be achieved by the public charter school are stated, and meet or exceed the Standards of Learning. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A description of the performance-based goals.</p>	
<p>2. A description of the related measurable educational objectives to be achieved by the public charter school. (Section 22.1-253.13:1.B, Code of Virginia)</p>	
<p>IV. Evidence of Support: Evidence that an adequate number of parents, teachers, pupils, or any combination thereof, supports the formation of a public charter school is provided. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. Information and materials indicating how parents, the community, and other stakeholders were involved in supporting the application for the public charter school.</p>	
<p>2. Tangible evidence of support for the public charter school from parents, teachers, students, and residents, or any combination thereof, including but not limited to information regarding the number of persons and organizations involved in the process and petitions related to the establishment of the charter school.</p>	
<p>3. A description of how parental involvement will be used to support the educational needs of the students, the school's mission and philosophy, and its educational focus.</p>	
<p>V. Statement of Need: A statement describing the need for a public charter school in a school division or relevant school divisions in the case of a regional public charter school, or in a geographic area within a school division or relevant school divisions, is provided. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A statement of the need for a public charter school that describes the targeted school population to be served and the reasons for locating the school within a particular school division.</p>	
<p>2. An explanation of why the public charter school is being formed. (Is the school being formed at the request of parents or community organizations? How was the need determined? What data were examined as part of the needs assessment? Briefly describe the need and include a summary of the quantitative data.)</p>	

<p>3. An explanation of why a public charter school is the appropriate vehicle to address the identified need.</p>	
<p>VI. Educational Program: A description of the public charter school's educational program is provided. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A synopsis of the public charter school's educational program.</p>	
<p>2. A description of the pupil performance standards and curriculum, which must meet or exceed any applicable Virginia SOQ. (Sections 22.1-253.13:1 through 22.1-253.13:9, <i>Code of Virginia</i>)</p>	
<p>3. A description of how the Virginia SOL and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented for each grade or course in the public charter school. Include within the description how the goals and objectives of the curricula will meet or exceed the Virginia Standards of Learning (SOL), address student performance standards, relate to state and federal assessment standards, and include measurable student outcomes (See http://www.doe.virginia.gov/testing/index.shtml on the Department's Web site for more information about the SOL).</p>	
<p>4. A description of any assessments to be used to measure pupil progress towards achievement of the school's pupil performance standards, in addition to the SOL assessments prescribed by Section 22.1-253.13:3, in the <i>Code of Virginia</i>.</p>	
<p>5. A description of the public charter school assessment plan to obtain student performance data, which includes how the data will be used to monitor and improve achievement and how program effectiveness, will be measured over a specified period of time. Also, provide benchmark data on how student achievement will be measured and how these data will be established and documented in the first year of operation and how the data will be measured over each year of the term of the charter as approved by the local school board. The benchmark data should address targets for student improvement to be met in each year.</p>	
<p>6. The timeline for achievement of pupil performance standards, in accordance with the Virginia SOL.</p>	
<p>7. An explanation of the procedures for corrective actions needed in the event that pupil performance at the public charter school falls below the standards outlined in the Virginia Board of Education's Regulations Establishing Standards for Accrediting Public Schools in Virginia, (8 VAC 20-131-310).</p>	
<p>8. Information regarding the minimum and maximum enrollment per grade as well as class size and structure for each grade served by the public charter school.</p>	
<p>9. Information regarding the proposed calendar and daily schedule, including any plans to open prior to Labor Day and how and when a waiver to open early will be submitted by the local school board to the Virginia Board of Education. (Section 22.1-79.1, <i>Code of Virginia</i>)</p>	
<p>10. A description of plans for identifying and serving: a) students with disabilities; b) English Language Learners (ELLs); c) academically at-risk students; and d) gifted and talented students. Such plans must indicate the extent of the involvement of the local school board in providing such services and must comply with state and federal laws and regulations.</p>	
<p>11. A description of the learning environment and scientifically-based research instructional strategies to be used at the public charter school to ensure student achievement.</p>	
<p>12. If the public charter school plans to utilize virtual learning in its educational program, identify the virtual learning source, describe how virtual learning will be used and estimate how many students may participate.</p>	
<p>13. A general description of any alternative accreditation plans, in accordance with the Virginia Board of Education's Regulations Establishing Standards for Accrediting Public Schools in Virginia (8 VAC 20-131-280), that the public charter school would request the local school board to submit to the Virginia Board of Education for approval.</p>	

<p>14. A general description of any alternative accreditation plan for serving students with disabilities, in accordance with the Virginia Board of Education’s <i>Regulations Governing Special Education Programs For Children With Disabilities in Virginia</i> (8 VAC 20-80-40) that the public charter school would request the local school board to submit to the Virginia Board of Education for approval.</p>	
<p>VII. Enrollment Process: A description of the lottery process consistent with all federal and state laws and regulations and constitutional provisions prohibiting discrimination that are applicable to public schools and with any court-ordered desegregation plan in effect for the school division or, in the case of a regional public charter school, in effect for any of the relevant school divisions is provided. (Section 22.1-212.6, Code of Virginia). The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A description of the lottery process to be used to determine the public charter school enrollment.</p>	
<p>2. A lottery process shall also be developed for the establishment of a waiting list for such students for whom space is unavailable.</p>	
<p>3. A description of a tailored admission policy that meets the specific mission or focus of the public charter school, if applicable.</p>	
<p>4. A timeline for when the lottery process will begin for the first academic year of enrollment and when parents will be notified of the outcome of the lottery process.</p>	
<p>5. A description of any enrollment-related policies and procedures that address special situations, such as the enrollment of siblings and children of faculty and founders and the enrollment of nonresident students, if applicable.</p>	
<p>6. An explanation of how the applicant will ensure that, consistent with the public charter school’s mission and purpose, community outreach has been undertaken so that special populations are aware of the formation of the public charter school and that enrollment is open to all students residing in the school division where the public charter school is located or in school divisions participating in a regional charter school.</p>	
<p>7. A description of how the transfer of students to and from the public charter school will be accomplished.</p>	
<p>8. A description of how students seeking enrollment after the school year begins will be accommodated.</p>	
<p>VIII. Displacement: A description of the plan for the displacement of pupils, teachers, and other employees who will not attend or be employed in the public charter school, in instances of the conversion of an existing public school to a public charter school, and for the placement of public charter school pupils, teachers, and employees upon termination or revocation of the charter is provided. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. Identification of a member of the school’s leadership team who will serve as a single point of contact for all activities that may need to take place in order for the school to close, including but not limited to the transfer of students to another school, the management of student records, and the settlement of financial obligations.</p>	
<p>2. A notification process to parents/guardians of students attending the school and teachers and administrators of the closure date.</p>	
<p>3. A notification process to parents/guardians of students attending the public charter school of alternative public school placements within a set time period from the date that the closure is announced.</p>	
<p>4. Provisions for ensuring that student records are provided to the parent/guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student’s record to the school division to which the student transfers shall be made upon the request of that school division. (Section 22.1-289, Code of Virginia).</p>	
<p>5. Notification to the local school board of a list of all students in the school and the names of the schools to which these students will transfer.</p>	

<p>6. A placement plan for school employees that details the level of assistance to be provided within a set period of time from the date of closure. For teachers and administrators, the level of assistance should address finding employment within the school division where the public charter school is located or other public school divisions.</p>	
<p>7. A closeout plan related to financial obligations and audits, the termination of contracts and leases, and the sale and disposition of assets within a set period of time from the date of closure. The plan shall include the disposition of the schools' records and financial accounts upon closure.</p>	
<p>IX. Transportation: A description of how the public charter school plans to meet the transportation needs of its pupils is provided. The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A description of how the transportation of students will be provided: a) by the local school division; b) by the public charter school; c) by the parent(s); or d) through a combination of these options.</p>	
<p>2. If transportation services will be provided by the public charter school, explain whether the school will contract for transportation with the local education agency or with another entity or have its own means of transportation and indicate whether transportation will be provided to all students attending the school.</p>	
<p>3. A description of transportation services for students with disabilities in compliance with Section 22.1-221 of the <i>Code of Virginia</i> and the Board's Regulations Governing Special Education Programs For Children With Disabilities in Virginia.</p>	
<p>X. Residential Charter Schools: If the application is for a residential charter school for at-risk students, the following elements must be addressed:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
<p>1. A description of the residential program to include: a) the educational program; b) a facilities description to include grounds, dormitories, and staffing; c) a program for parental education and involvement; d) a description of after-care initiatives; e) the funding the residential facility and other services provided; f) any counseling and other social services to be provided and their coordination with current state and local initiatives; and g) a description of enrichment activities available to students.</p>	
<p>2. A description of how the facility will be maintained including, but not limited to: a) janitorial and regular maintenance services and b) security services to ensure the safety of students and staff.</p>	
<p>XI. Economic Soundness: Evidence that the plan for the public charter school is economically sound for both the public charter school and the school division is provided. The following elements are addressed:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>1. A description of the public charter school's financial plan, including financial controls and audit requirements in accordance with generally accepted accounting principles.</p>	
<p>2. A start-up and three-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.</p>	
<p>3. A start-up and three-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.</p>	

4. A description of anticipated fundraising contributions, if applicable.	
5. A description of the funding agreement that the public charter school intends to have with the local education agency, including information regarding anticipated local, state, and federal per-pupil-amounts to be received and any information pertaining to the maintenance of facilities. In accordance with Section 22.1-212.14 of the <i>Code of Virginia</i> , the per pupil funding provided to the charter school, shall be negotiated in the charter agreement and shall be commensurate with the average school-based costs of educating the students in the existing schools in the division or divisions unless the cost of operating the charter school is less than that average school-based cost. To the extent discussions have been held with the school division, please describe the outcome of those discussions. If there have been no discussions to date, please indicate the reason.	
XII. Management and Operation: A description of the management and operation of the public charter school, including the nature and extent of parental, professional educator, and community involvement in the management and operation of the public charter school is provided. (Section 22.1-212.7 , <i>Code of Virginia</i>) The following elements are addressed:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1. A description of any discussion, to date, with the local public system or local school board where the charter school will be located regarding the management and operations of the public charter school.	
2. A description of the functions, roles, and duties of the management committee as defined in Section 22.1-212.6 of the <i>Code of Virginia</i> in the operation and oversight of the public charter school and its proposed constitution and bylaws.	
3. An explanation of how support services will be provided. These services, include, but are not limited to: 1) food services; 2) school health services; 3) custodial services; 4) extracurricular activities; and 5) security services.	
4. An explanation of any partnerships or contractual relationships (education management organization, food services, school health services, custodial services, security services, etc.) central to the school's operations or mission, including information regarding the relationship of all contractors to the governing board of the public charter school, and information regarding how contractors and the employees of the contractors having direct contact with students will comply with the provisions of Section 22.1-296.1 , of the <i>Code of Virginia</i> .	
5. A detailed start-up plan, identifying tasks, timelines, and responsible individuals.	
6. A proposed organization chart that clearly presents the school's organizational structure, including the lines of authority and reporting between the management committee, staff, any related bodies (such as parent organizations, the school division and external organizations) that will play a role in managing the school.	
7. Plans for recruiting school leadership and staff.	
XIII. Employment Terms and Conditions: An explanation of the relationship that will exist between the proposed public charter school and its employees, including evidence that the terms and conditions of employment have been addressed with affected employees is provided. (Sections 22.1-212.13 , 22.1-296.1 and 22.1-296.2 , <i>Code of Virginia</i>) The following elements are addressed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1. A plan that addresses the qualifications of teachers and administrators at the public charter school, including compliance with state law and regulation regarding Virginia Board of Education licensing endorsements.	
2. A plan to provide high-quality professional development plans. (Section 22.1-253.13.5 , <i>Code of Virginia</i>)	
3. Provisions for the evaluation of staff at regular intervals and in accordance with state law and regulation.	
4. Provisions for a human resource policy for the public charter school that is consistent with state and federal law.	
5. Notification to all school employees of the terms and conditions of employment.	

<p>6. A staffing chart for the school’s first year and a staffing plan for the term of the contract.</p>	
<p>XIV. Liability and Insurance: A description of the agreement between the parties regarding their respective legal liability and applicable insurance coverage is provided. (Section 22.1-212.16, Code of Virginia) The following elements are addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. The types of insurance for the public charter school, its property, its employees, the charter school management committee, and the board and the levels of coverage sought. Types of insurance include, but are not limited to: a) general liability; b) health; and c) property.</p>	
<p>2. A justification for each type of insurance coverage sought.</p>	
<p>3. A description of any plans of the public charter school to provide indemnity for the local school division.</p>	
<p>XV. Disclosures: Disclose ownership or financial interest in the public charter school by the charter applicant and the governing body, administrators, and other personnel of the proposed public charter school, and require that the applicant and the governing body, administrators, and other personnel of the public charter school shall have a continuing duty to disclose such interest during the term of any charter. The following elements must be addressed:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>1. A description of how the applicant and members of the management committee will disclose any ownership or financial interest.</p>	
<p>2. Information regarding the frequency by which such disclosures will be made (Section 2.2-3114, Code of Virginia).</p>	
<p>3. A description of ownership or financial interest of the applicant and/or members of the management committee in the proposed charter school. This includes any relationships that parties may have with vendors performing services at the school.</p>	
<p>Assurances The certification statement has been signed.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Attachment C

Progress to Date on Two Criteria:

- 1) Economic Soundness
- 2) Management and Operation

Metropolitan Preparatory Academy

Richmond, Virginia

November 7, 2013

Recent Developments
Charter Application
November 7, 2013

Since our October meeting with the Virginia Board of Education, we have made significant project progress, including the following program developments:

Management & Operation

- ✓ We have rounded out our board of directors with three new members, including the current K-12 RPS principal and a former K-12 RPS assistant principal who presently works as an instructor for a boys program at a local elementary school. An updated organizational Biographies Profile is attached. Presently, the 2 new administrator-board members and a current high school principal, who is a member of our Advisory Board, are each reviewing our charter application and making recommendations.
- ✓ With respect to staffing, we have completed a 7-year staffing projection. Staffing projections for years 1 – 3 are attached.
- ✓ We have completed Organizational Charts for years 2 and 3. The Organizational Charts for years 1 – 3 are attached.
- ✓ Our team's Legal Advisor has scheduled our first Governance Training for later this month. We will be exploring key governance concepts through a case study of a successful charter program.
- ✓ In late October, we met informally at City Hall with the interim RPS Superintendent regarding human resource matters. We agreed that logistically and economically, leveraging RPS as the charter school employer would increase organizational efficiency.

Economic Soundness

- ✓ Regarding facilities questions, we completed a tour this week of the Oak Grove Elementary School, one of the facilities closed by RPS earlier this year due to low enrollment.
- ✓ The representative from the Chief Operating Officer's team was unaware of any ADA compliance issues – the building has 2 floors and does have a functional elevator. He also cited that the building has not experienced major maintenance issues.
- ✓ The building must be retrofitted with school lockers, and the restrooms must be renovated for high school youth. We have added a budget line item in the Implementation Period of approximately \$97,000 for these leasehold improvements.
- ✓ The school will also require a multi-purpose science laboratory. We have added \$200,000 to the Implementation Period budget for this renovation.
- ✓ We have also made Budget adjustments across the three years for additional support and part-time staffing based on the staffing projections. A copy of the revised 3 Year Budget is attached.

Budget: Start-Up and 3-Year Forecast Metropolitan Preparatory Academy

	Year 0	Year 1	Year 2	Year 3	Notes
	2014	2014 - 2015	2015 - 2016	2016 - 2017	
Revenues: Per-Pupil Allocations (estimated)	\$ -	\$1,080,000	\$2,160,000	\$3,240,000	
Revenues: Contributions	365,008	\$1,235,046	\$1,280,760	\$1,306,046	
Revenues: Grants	250,000	-	-	-	
Total Projected Revenues	\$ 615,008	\$2,315,046	\$3,440,760	\$4,546,046	
Research and Planning					
Market Research	\$0	\$0	\$0	\$0	-
Curriculum Development	\$0	\$0	\$0	\$0	-
Application Costs	\$0	\$0	\$0	\$0	-
Consultants (including architects or space planners)	\$5,000	\$0	\$0	\$0	1
Staff Recruitment/Hiring	\$1,000	\$1,000	\$1,000	\$1,000	2
Board Recruitment and Screening	\$300	\$300	\$300	\$300	3
Website Development	\$2,000	\$1,000	\$1,000	\$1,000	4
Brochures/Information	\$0	\$0	\$0	\$0	-
Non-profit Incorporation	\$775	\$775	\$0	\$0	5
Admissions Lottery	\$2,500	\$0	\$0	\$0	-
Marketing	\$2,000	\$0	\$0	\$0	33
Other: Equipment, Supplies, Materials	\$1,000	\$0	\$0	\$0	-
Subtotal	\$14,575	\$3,075	\$2,300	\$2,300	
Instructional Services					
Substitutes Salaries and Benefits	\$0	\$0	\$0	\$0	7
Aides Salaries and Benefits	\$0	\$0	\$0	\$0	8
Textbooks	\$800	\$0	\$0	\$0	10
Classroom Supplies	\$0	\$20,000	\$20,000	\$20,000	13
Classroom Furniture	\$13,200	\$0	\$12,200	\$12,200	12
Classroom Equipment	\$19,500	\$0	\$19,500	\$19,500	14
Staff Development	\$0	\$4,600	\$9,200	\$13,800	16
Travel and Conferences	\$0	\$7,000	\$10,000	\$10,000	-
Other:	\$0	\$0	\$0	\$0	
Subtotal	\$33,500	\$31,600	\$70,900	\$75,500	
Special Education Services					
Special Facilities and Equipment	\$0	\$0	\$0	\$0	-
Curriculum	\$0	\$0	\$0	\$0	-
Instructional Materials & Testing	\$0	\$1,000	\$2,000	\$3,000	-
Contracted Services	\$0	\$60,000	\$120,000	\$180,000	-
Other:	\$0	\$0	\$0	\$0	-
Subtotal	\$0	\$61,000	\$122,000	\$183,000	
Supplemental Instructional Programs and Services					
Athletic Programs	\$0	\$0	\$0	\$0	-
Arts and Enrichment Programs	\$0	\$0	\$0	\$0	-
Summer School Programs	\$0	\$20,000	\$40,000	\$60,000	18
Afterschool Programs	\$0	\$0	\$0	\$0	-
Community Service Programs	\$0	\$1,000	\$1,000	\$1,000	-
ELL Programs	\$0	\$0	\$0	\$0	-
Music Programs	\$0	\$20,000	\$20,000	\$20,000	19
Tutoring Programs	\$0	\$0	\$0	\$0	20
Uniforms	\$0	\$8,000	\$16,000	\$24,000	21
Other:	\$0	\$0	\$0	\$0	-
Subtotal	\$0	\$49,000	\$77,000	\$105,000	

Budget: Start-Up and 3-Year Forecast Metropolitan Preparatory Academy

Technology and Library Programs

Books and other reading materials	\$0	\$44,400	\$88,800	\$133,200	22
Furniture	\$0	\$0	\$0	\$0	22
Computers - Student	\$0	\$20,000	\$40,000	\$60,000	23
Computers - Administrators, Faculty, Staff	\$0	\$9,450	\$4,500	\$3,150	24
Software	\$0	\$5,000	\$7,000	\$10,000	25
A/V Equipment	\$0	\$69,000	\$10,000	\$10,000	15
Other:	\$0	\$0	\$0	\$0	-
Subtotal	\$0	\$147,850	\$150,300	\$216,350	

Student Support Programs and Services

Health Supplies and Equipment		\$0	\$1,500	\$2,000	26
Community Volunteers		\$0	\$0	\$0	-
Other:		\$0	\$0	\$0	-
Subtotal	\$0	\$0	\$1,500	\$2,000	

Facilities

Rent/lease/mortgage	\$5,000	10,000.00	10,000.00	10,000.00	27
Maintenance & Repair		\$1,000	\$1,000	\$1,000	-
Utilities	\$50,000	\$100,000	\$100,000	\$100,000	-
Phone		\$1,760	\$2,160	\$2,720	-
Internet Service	\$200	\$0	\$200	\$200	-
Fire & Security	\$0	\$0	\$0	\$0	-
Custodial Services	\$0	\$2,750	\$5,000	\$7,500	
Custodial Supplies and Equipment	\$0	\$50	\$50	\$50	-
Renovation and Construction	\$308,967	\$22,500	\$22,500	\$23,000	36-38
Maintenance	\$0	\$0	\$0	\$0	-
Waste Disposal	\$0	\$300	\$300	\$300	-
Other:		\$9,051			-
Subtotal	\$364,167	\$147,411	\$141,210	\$144,770	

Transportation and Food Service

Bussing costs	\$0	\$40,000	\$80,000	\$120,000	28
Bus Driver Salary and Benefits	\$0	\$0	\$0	\$0	0
Field Trips	\$0	\$4,000	\$28,000	\$42,000	0
School Breakfast	\$0	\$0	\$0	\$0	29
School Lunch	\$0	\$0	\$0	\$0	29
School Dinner	\$0	\$0	\$0	\$0	29
School Snacks	\$0	\$12,960	\$20,250	\$29,700	29
Meal Reimbursement/Sales	\$0	\$0	\$0	\$0	29
Cafeteria Supplies and Equipment	\$0	14,900	\$1,500	\$14,900	28
Cafeteria Staff Salaries and Benefits	\$0	\$0	\$0	\$0	30
Subtotal	\$0	\$71,860	\$129,750	\$206,600	

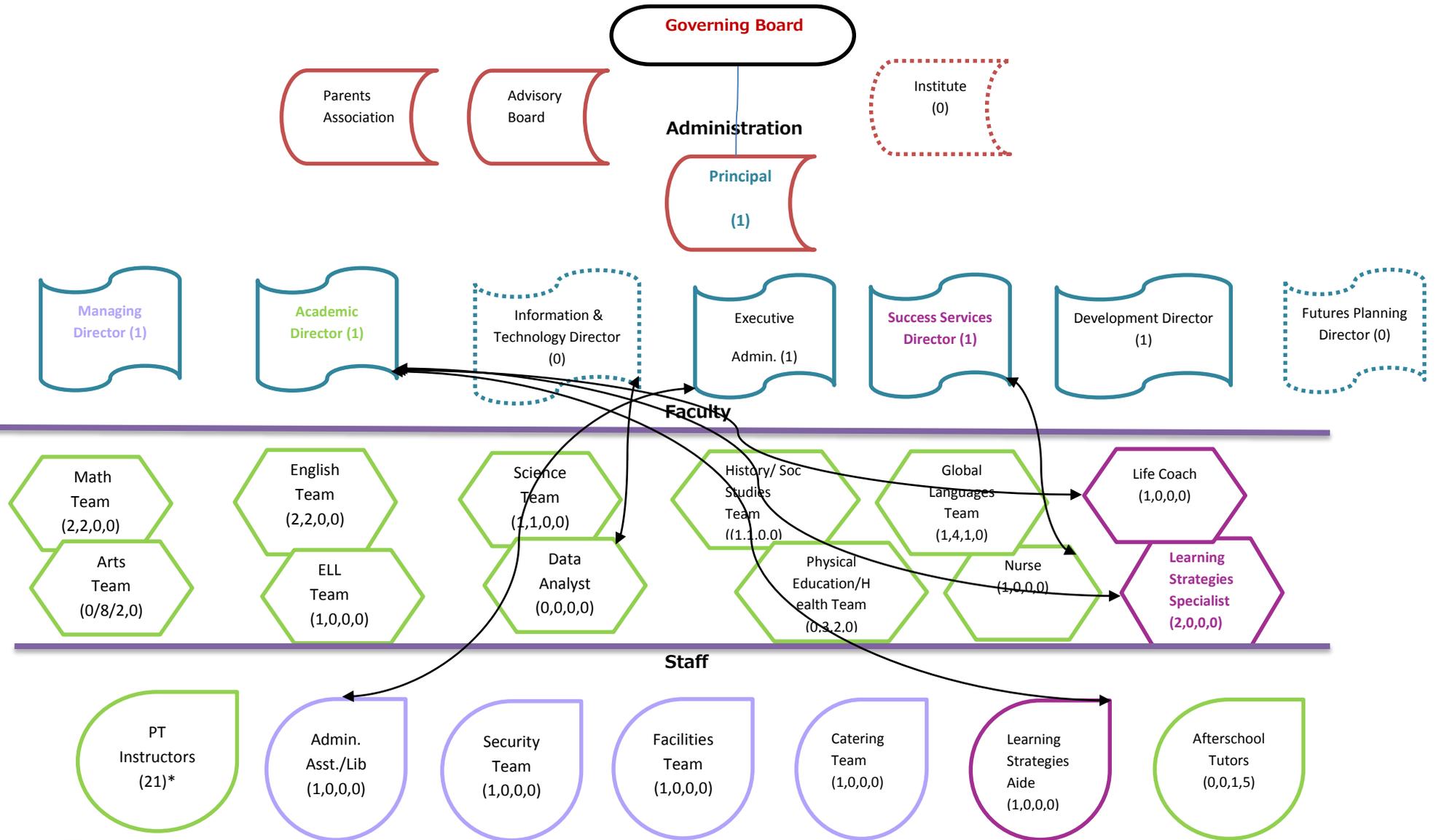
Budget: Start-Up and 3-Year Forecast Metropolitan Preparatory Academy

General Administration and Support					
Administrators' Salaries and Benefits	\$47,840	\$562,900	\$669,500	\$763,100	17
Support Team Salary & Benefits		\$481,250	\$679,000	\$775,500	
Teachers Salaries and Benefits	\$154,926	\$747,100	\$1,381,400	\$2,050,126	6
		\$1,791,250	\$2,729,900	\$3,588,726	✓
Office Supplies		\$1,200	\$1,200	\$1,200	-
Copy Machine		\$200	\$200	\$200	-
Fax		\$0	\$0	\$0	-
Mailing Machine		\$200	\$0	\$0	-
Printers		\$400	\$0	\$400	-
Printing & Postage		\$500	\$1,000	\$1,500	-
Bookkeeping & Audit		\$1,000	\$1,000	\$1,000	32
Payroll Services		\$0	\$0	\$0	
Banking Fees		\$0	\$0	\$0	
Legal Services		\$0	\$0	\$0	
Liability & Property Insurance		\$1,000	\$2,000	\$3,000	
Director's & Officer's Insurance	\$0	\$0	\$0	\$0	
Marketing	\$0	\$3,000	\$6,000	\$10,000	34
Grant writing	\$0	\$0	\$0	\$0	34
Board Meeting Expenses	\$0	\$1,000	\$1,000	\$1,000	
Staff Recruitment	\$0	\$3,500	\$3,500	\$3,500	34
Subtotal	\$202,766	\$1,803,250	\$2,745,800	\$3,610,526	
Total Projected Costs	\$ 615,008	\$2,315,046	\$3,440,760	\$4,546,046	
Net Income/Loss	\$ 0	-	-	-	

Key Assumptions:

Projected student enrollment:	100	200	300
Projected staff size (full-time)	22	29	36
Targeted class size	20	20	20
Projected number of student "packs"(groups of 20)	5	10	15

Organizational Chart, Year 1 Metropolitan Preparatory Academy



RUC

*Part-time (PT) instructors already included in the counts for each subject area (second number)

October 2013

Organizational Chart, Year 1

Metropolitan Preparatory Academy

Organizational Chart Key:

Red border: Groups report directly to Governing Board

Blue border: Staff report directly to Principal

Green border: Staff report directly to Academic Director

Blue border: Support Staff report directly to Managing Director

Purple Border: Staff report directly to Success Services Director

Staffing:

(0,0,0,0)

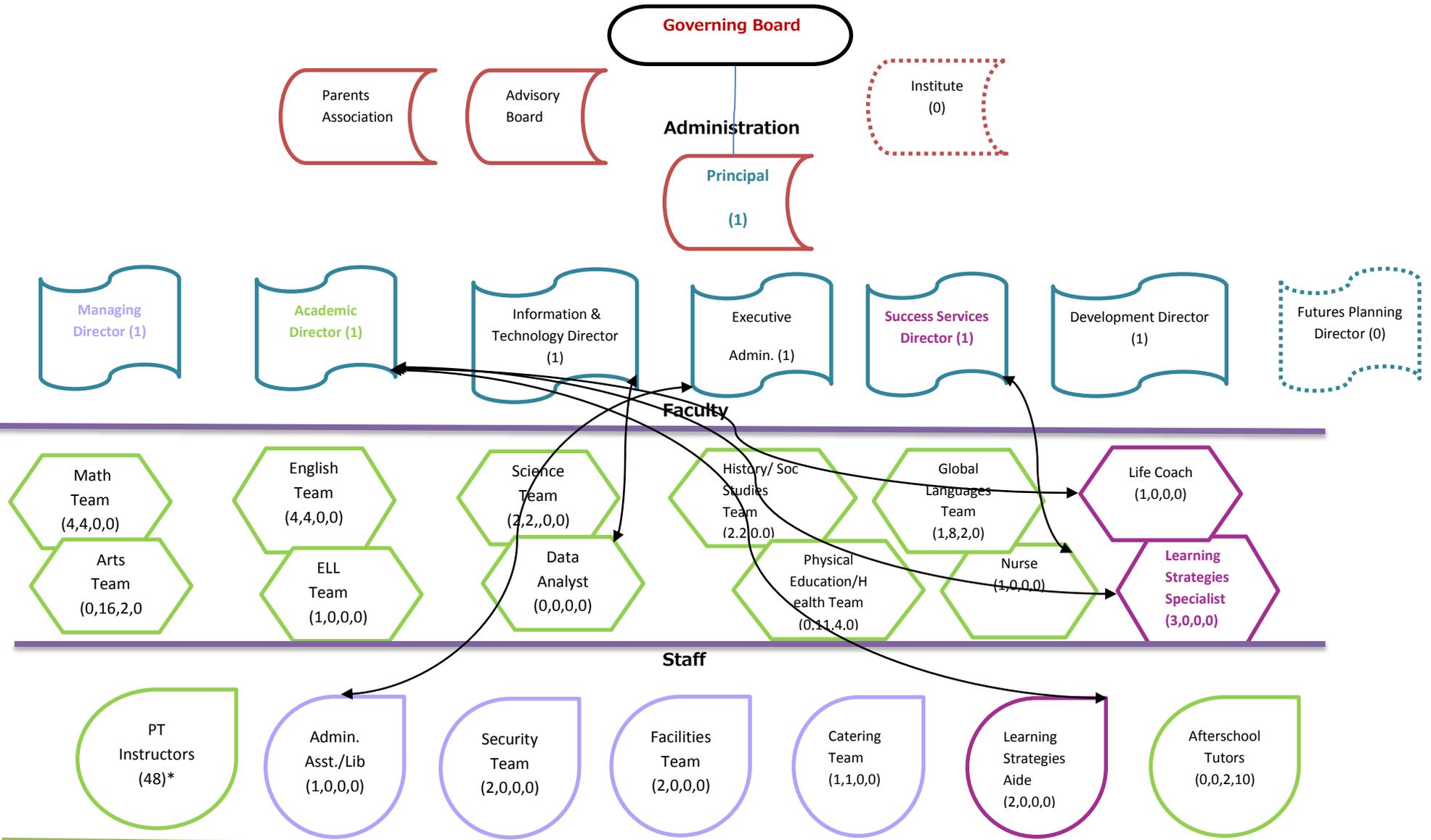
1st digit => Full-time employees

2nd digit => Part-time licensed instructors/support employees

3rd digit => Tutors (part-time, paid)

4th digit => Administrators licensed/provisionally licensed to instruct content area. In most cases, serving as assistants to a lead teacher.

Organizational Chart, Year 2 Metropolitan Preparatory Academy



RUC

*Part-time (PT) instructors already included in the counts for each subject area (second number)

October 2013

Organizational Chart, Year 2

Metropolitan Preparatory Academy

Organizational Chart Key:

Red border: Groups report directly to Governing Board

Blue border: Staff report directly to Principal

Green border: Staff report directly to Academic Director

Blue border: Support Staff report directly to Managing Director

Purple Border: Staff report directly to Success Services Director

Staffing:

(0,0,0,0)

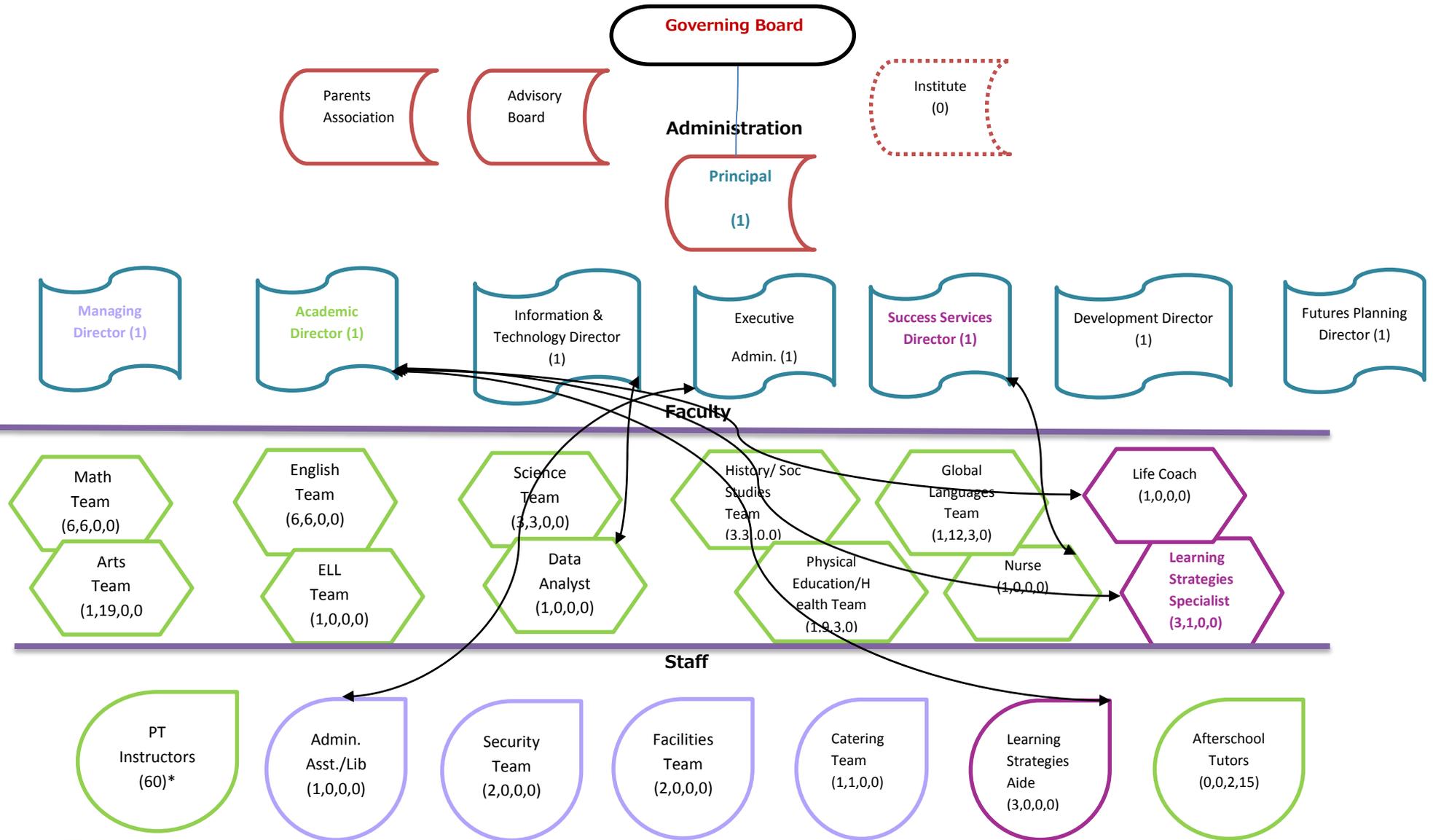
1st digit => Full-time employees

2nd digit => Part-time licensed instructors/support employees

3rd digit => Tutors (part-time, paid)

4th digit => Administrators licensed/provisionally licensed to instruct content area. In most cases, serving as assistants to a lead teacher.

Organizational Chart, Year 3 Metropolitan Preparatory Academy



*Part-time (PT) instructors already included in the counts for each subject area (second number)

October 2013

Organizational Chart, Year 3

Metropolitan Preparatory Academy

Organizational Chart Key:

Red border: Groups report directly to Governing Board

Blue border: Staff report directly to Principal

Green border: Staff report directly to Academic Director

Blue border: Support Staff report directly to Managing Director

Purple Border: Staff report directly to Success Services Director

Staffing:

(0,0,0,0)

1st digit => Full-time employees

2nd digit => Part-time licensed instructors/support employees

3rd digit => Tutors (part-time, paid)

4th digit => Administrators licensed/provisionally licensed to instruct content area. In most cases, serving as assistants to a lead teacher.



Board of Directors

Richmond Urban Collective

Brandon Tutwiler - Treasurer

Brandon is a finance guru with broad experience in the public and private sectors. Presently, he works as a Principal Process Manager for Capital One. His specialties include Budgeting, Forecasting, Financial Modeling, and Financial Reporting. Brandon earned his M.B.A. in Finance, Strategy, and International Business at Vanderbilt University. He has an undergraduate degree in Accounting from Georgetown University.

ZewelANJI Serpell - Special Advisor, Pedagogy & Curriculum

ZewelANJI serves as an Associate Professor for Virginia Commonwealth University's Department of Psychology. Dr. Serpell specializes in school-based interventions that enhance social and academic outcomes by targeting students' underlying cognitive skills. ZewelANJI earned the Ph.D. in Developmental Psychology from Howard University.

John L. Taylor, III, Attorney -Special Advisor, Law and Policy

John has practiced law in Richmond for three decades. He specializes in real estate law, but his depth of experience and case load spans the gamut---domestic law, wills and estates, criminal and traffic law, and personal injury matters. Attorney Taylor attained the juris doctorate degree at Washington and Lee University School of Law.

Keith L. Anderson – Director

Keith owns enough saxophones to outfit a sizeable proportion of our first class. He has warmed them up for decades opening for notable jazz artists including Roberta Flack, Spyro Gyra, and David Sanborn. He leads the homegrown jazz band, Groove Skool, which completed a live professional recording recently at D.C.'s legendary jazz club Blues Alley before a standing-room-only audience. Also a distinguished member of the U.S. Army, Keith served in Saudi Arabia as Company Executive Officer/Platoon Leader for Operation Desert Shield/Storm. Presently, Keith works as an Associate Project Manager for Philip Morris, where he has served for 16 years. He attained an undergraduate degree in Electrical Engineering and Physics from Norfolk State University and an M.B.A. from the University of Phoenix.

Shanee Harmon - Special Advisor, Charter Policy

Shanee's professional focus is health policy. She serves as President of the Urban League's Young Professionals Network, and as a key person on local charter school matters. Shanee's specialization is Education. She has significant experience in grant writing and charter school policy, and holds master's degrees in Economic Development and Education.

Greg Washington - Director

Greg grew up in the family business. Now as Area Supervisor for his family's local McDonald's franchise, Greg brings decades of valuable entrepreneurial experience to our team. Notably, he has also served with the United States Navy Reserve for twenty-two years. Greg shares his leadership acumen with youth as Assistant Coach for a local high school junior varsity basketball team, and as a member of Concerned Black Men of Richmond. Greg attended Old Dominion University and Virginia Commonwealth University.

Kevin Howard, M.D. - Director

Dr. Howard serves as a professor in the Department of Math and Science for J. Sargeant Reynolds Community College. Previously, he worked as a Public Health Specialist for World Bank. Kevin specializes in Public Health, Education, and Applied Clinical Nutrition. Presently, he is leading a community development initiative to establish health wellness centers in medically-underserved communities.

David A. Hudson – Academic Advisor

David has served as the Principal of Richmond’s Linwood Holton Elementary School for more than 10 years. Prior to the current post, David worked as an administrator at J.E.B. Stuart Elementary School here in Richmond. In earlier years, he instructed middle school students in Math and Science at several area schools. As an indicator of the quality of his leadership and team at Holton, last week Holton students spent a day at the White House, as one of three schools nationally who had the honor of a personal invite to visit as special guests of the First Lady of the United States. David has the M.Ed. in Administration and Supervision from Virginia State University and degrees in Education and Mathematics from Virginia Commonwealth University and Virginia State University, respectively.

Greg Stallings – Academic Advisor

Greg Stallings leads a young men’s class called “Boys to Men” at J.L. Francis Elementary where he has instructed students for 9 years. He teaches all courses for the group. Previously he worked for 12 seasons as an esteemed Dean of Faculty and Students for Collegiate’s summer Learning Bridge Program. He has also worked as an Assistant Principal at Richmond’s Mary Munford Elementary School. Four students from the first young mens’ class Stallings taught in 1995 graduated George Wythe High School a year ahead of schedule in 2001. They graduated as class valedictorian, class salutatorian,

and the other two were among the top 10. Greg earned a B.S. in Elementary Education from William & Mary and an M.Ed. in Administration from Virginia State.

Jimmy King - Founder

For more than 15 years, Jimmy King has served as a mental health professional. As counselor, mentor, and surrogate parent to tough kids, caught in tough circumstances, in tough neighborhoods throughout the Richmond area, his work is never done. His experiences in youth development sparked a dream to create a local school dedicated to lifting black male youth above their circumstances to achieve academic and professional success. Jimmy studied Political Science at Norfolk State University and is currently studying at Virginia Commonwealth University.

Tunya Bingham - Founder

Tunya's corporate career began with a brief stint in lodging hospitality operations management. Soon, she transitioned to corporate income tax where she worked as a corporate Tax Manager specializing in tax controversy. A passion for creative conflict resolution made her a natural for successfully resolving tough cases. Tunya's professional tool chest includes Controversy Management, Strategic Planning, Project Management, Process Engineering, Legal Research, and Business Operations Management. She is wired to create and grow things, especially solutions related to developing communities and children. Consequently, she has been a volunteer for the past 25 years for a variety of endeavors, including developing a local, church-based SAT Prep Project. Tunya earned an undergraduate degree in International Economics and Finance from Georgetown University.

Staffing Years 1-3 Prep Academy

COURSES		Student-Teacher	YEARS				Total	YR2				Total	YR3				
			YR1 Full-Time	Part-Time	Admin.	Tutors		Full-Time	Part-Time	Admin.	Tutors		Full-Time	Part-Time	Admin.	Tutors	
English	6	10 20:1		2	2	0	0	4	2	2	0	0	4	2	2	-	-
	7	10 20:1	-	-	-	-	-	2	2	0	0	4	2	2	-	-	
	8	10 20:1	-	-	-	-	-	-	-	-	-	-	2	2	-	-	
	9	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	10	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	11	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	12	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
English Totals	50		2	2	0	0	4	4	4	0	0	8	6	6	0	0	
MATH	6	10 20:1		2	2	0	0	4	2	2	0	0	4	2	2	-	-
	7	10 20:1	-	-	-	-	-	2	2	0	0	4	2	2	-	-	
	8	10 20:1	-	-	-	-	-	-	-	-	-	-	2	2	-	-	
	9	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	10	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	11	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	12	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Math Totals	50		2	2	0	0	4	4	4	0	0	8	6	6	0	0	
SCIENCE	6	5 20:1		1	1	0	0	2	1	1.00	-	-	2	1	1.00	-	-
	7	5 20:1	-	-	-	-	-	1	1.00	-	-	2	1	1.00	-	-	
	8	5 20:1	-	-	-	-	-	-	-	-	-	-	1	1.00	-	-	
	9	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	10	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	11	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	12	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Science Totals	35		1	1	0	0	2	2	2	0	0	4	3	3	0	0	
SOCIAL STUDIES	6	5 20:1		1	1	0	0	2	1	1.00	-	-	2	1	1.00	-	-
	7	5 20:1	-	-	-	-	-	1	1.00	-	-	2	1	1.00	-	-	
	8	5 20:1	-	-	-	-	-	-	-	-	-	-	1	1.00	-	-	
	9	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	10	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	11	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	12	5 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Social Studies Totals	35		1	1	0	0	2	2	2	0	0	4	3	3	0	0	
HEALTH/P.E.	6	1 20:1	-		3	2	-	5	-	3	2	-	5	0.33	3	1	-
	7	1 20:1	-	-	-	-	-	-	-	8	2	-	10	0.33	3	1	-
	8	1 20:1	-	-	-	-	-	-	-	-	-	-	0.33	3	1	-	
	9	1 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	10	1 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	11	1 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	12	1 20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Health/PE Totals	7		0	3	2	0	5	0	11	4	0	15	1	9	3	0	

Note Adding 1 full-time instructor in year 3 and another full-time instructor in year 6 . The Administrator-Assistants include a Director and the School Nurse, who will teach the Health portion of the class through year 2.

Staffing Years 1-3 Prep Academy

COURSES	Student-Teacher	YEARS				Total	YR2				Total	YR3			
		YR1 Full-Time	Part-Time	Admin.	Tutors		Full-Time	Part-Time	Admin.	Tutors		Full-Time	Part-Time	Admin.	Tutors
Arts & Electives Totals		0	8	2	0	10	0	16	2	0	18	1	19	0	0
ELL		1	0	0	0	1	1	0	0	0	1	1	0	0	0
SPECIAL EDUC.		2	0	0	0	2	3	0	0	0	3	3	1	0	0
Subtotals		10	21	5	-	36	17	47	8	-	72	25	59	6	-
Study Hall (Admins & P-T Tutors)		-	-	1	5	6	-	-	2	10	12	-	-	2	15
Instructional Staff Totals		10	21	6	5	42	17	47	10	-	74	25	59	8	15
Support Team Totals		7	-	-	-	7	10	1	-	-	11	16	1	-	-
Administrators		6	-	-	-	6	7	-	-	-	7	8	-	-	-
Administrator/Instructors (eliminate double-counting)					(6)	(6)			(10)		(10)			(8)	
Staffing Totals		23	21	-	5	49	34	48	-	10	94	49	60	-	15
Total Full-Time	Year 3	49													
Total Part-Time	Year 3	60													

Part-Time employee hours do not represent numbers of individuals employees. Rather, they represent instructional hours. Since courses are 45 minutes in duration which approximates an hour, it's fair to think for estimation purposes of each unit of part-time help as an hour of time. So, by year 7, in a single week, we estimate needing approximately 195 units (periods) of part-time assistance. Or, approximately 195 hours of part-time instruction over a week. In an overly simplistic sense, and merely for purposes of illustration, those 195 units of time could amount to as few as 30 or so part-time employees.



Metropolitan Preparatory Academy Associate Handbook

[DRAFT]

Metropolitan Preparatory Academy Associate Handbook

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Appendices

A. Conflict of Interest Policy

B. Evaluation Policy

C. Receipt and Acknowledgment of Associate Handbook

Please note that this handbook will be emailed to all associates as well as changes to the associate handbook. A read receipt will be requested.

Welcome to Metropolitan Preparatory Academy!

Thank you for joining the *Metropolitan Preparatory Academy* team! You have a great contribution to make to the education of children and we sincerely hope that you will find your employment at *Metropolitan Preparatory Academy* to be a professionally rewarding experience. We look forward to working together to create opportunities for children becoming successful lifelong learners. You have joined an organization that has established an outstanding reputation for quality. Credit for this has gone to everyone involved in this organization and we hope that you, too, will find satisfaction and take pride in your work here.

As a member of *Metropolitan Preparatory Academy* team, you will be expected to contribute your talents and energies to help us realize our goal of helping make our schools “world class” educational institutions in the coming years.

This Associate Handbook should provide answers to most of the questions you may have about our benefit programs, policies, and procedures. You are responsible for reading and understanding this Associate Handbook. If anything is unclear, please discuss the matter with your supervisor or a member of Human Resources. I extend to you my personal best wishes for your success and happiness at *Metropolitan Preparatory Academy*.

Sincerely,

[Print Name]

[Print Title]

About This Handbook

This handbook has been written to serve as the guide for the employer/associate relationship. This handbook applies to faculty and staff at *Metropolitan Preparatory Academy*. In addition, certain individuals who are not associates of *Metropolitan Preparatory Academy* but who nevertheless work on premises, such as independent contractors and associates of the local school district or board of education, are also expected to comply with the terms and conditions of this handbook to the extent that the handbook sets standards of conduct for individuals who work on premises. Unless otherwise indicated, a benefit, policy, program, or procedure applies or is available to ALL associates.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Human Resources Department. You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

Neither this handbook nor any other *Metropolitan Preparatory Academy* document (except an executed employment contract), confers any contractual right, either express or implied, to remain in *Metropolitan Preparatory Academy* employ, nor does it guarantee any fixed terms and conditions of your employment. Except as otherwise provided in an executed contract of employment, your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by *Metropolitan Preparatory Academy* or you may resign for any reason at any time.

No supervisor or other representative of *Metropolitan Preparatory Academy* (except the Principal) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time with or without advanced notice. We will try to inform you of any changes as they occur. Finally, this handbook contains proprietary information that should not be disclosed outside *Metropolitan Preparatory Academy*, other than to individuals affiliated with *Metropolitan Preparatory Academy* whose knowledge of the information is required in the normal course of business.

Vision and Mission Statement.

We believe the contributions of young urban males to be key to sustainable development in Richmond, in our country and around the globe. Our vision is a city and a world in which urban males from low-wealth backgrounds are significantly engaged in our global community, contributing to sustainable development and benefiting from their skills, knowledge, and gifts to their fullest potential.

To that end, our mission is to help better prepare Richmond's low-income, urban male youth for success in college, work, and life. Consistent with General Assembly, Virginia Board of Education, and Local Education Authority objectives, as articulated in the Virginia Standards of Quality (SOQ) § 22.1-253.13:1 – 22.1-253.13:9, our Virginia SOL-based curriculum with Common Core State Standards (CCSS) enhancements is designed to meet or exceed content and performance standards as described in the SOQ.

In compliance with the SOQ, instructors will follow the Virginia Standards of Learning and its Curricular Framework as the foundation for instruction in core courses, Health and Physical Education classes, Fine Arts classes, and other credit electives and exploratory courses for grades 6 – 12. Furthermore, with Common Core enhancements and additional customized seminar programming, our instructors will reach beyond the SOQ and SOL standards to provide students with extra reinforcement to set them on a clear path to graduation, matriculation, vocation, and global citizenship.

SECTION 1

1.1 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented through out the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.2 OPEN COMMUNICATIONS POLICY

We want to hear from you. *Metropolitan Preparatory Academy* strongly encourages associate participation in decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our associates and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization. Associates are encouraged to openly discuss with their supervisor any problems or suggestions so appropriate action may be taken. If the supervisor cannot be of assistance, the Chief Executive Officer is available for consultation and guidance. *Metropolitan Preparatory Academy* is interested in all of our associates' success and happiness. We, therefore, welcome the opportunity to help associates whenever feasible.

SECTION 2. YOUR EMPLOYMENT

2.1 AT WILL EMPLOYMENT

All employment at *Metropolitan Preparatory Academy* is "at will." This means that both associates and *Metropolitan Preparatory Academy* have the right to terminate employment at any time, with or without advance notice (although we request and try to give thirty days notice), and with or without cause. No one other than the Principal has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Principal. In addition, *Metropolitan Preparatory Academy* maintains a highly flexible culture. Given the entrepreneurial nature of *Metropolitan Preparatory Academy*, an associate's position and/or position description may be changed at any given time by his or her supervisor. Nothing in this manual is intended to change this policy. However, *Metropolitan Preparatory Academy* will not discharge an associate who has legitimately invoked the Whistleblower Protection policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; exercising their right of association; answering the call to jury duty; for filing a workers' compensation claim; or for receiving an order for wage garnishment.

2.2 STATUS

An "associate" of *Metropolitan Preparatory Academy* is a person who regularly works on a wage or salary basis. "Associates" may include exempt, non-exempt, regular fulltime,

and regular part-time persons. “Associates” may also include temporary persons and others, employed with a related party or third-party, who are subject to the control and direction of *Metropolitan Preparatory Academy* in the performance of their duties with respect to particular parts of the human resources policy.

EXEMPT

Associates whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

NON-EXEMPT

Associates whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

REGULAR FULL-TIME

Associates who have completed the 30 day probationary period and who are regularly scheduled to work [35] or more hours per week. Generally, they are eligible for the *Metropolitan Preparatory Academy* benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME

Associates who have completed the 30 day probationary period and who are regularly scheduled to work less than 35 hours per week.

TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with *Metropolitan Preparatory Academy* is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary associates retain that status until they are notified of a change. They are not eligible for any of *Metropolitan Preparatory Academy* benefit programs.

2.3 CRIMINAL HISTORY AND EDUCATIONAL HISTORY

As a condition of their employment, all associates are required to submit to a criminal history review. A criminal history review through the [Insert State Name] Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination. Individuals whose criminal history review reveals that they have been convicted of a felony will not be offered employment and/or will be terminated. No person employed or otherwise associated with an *Metropolitan Preparatory Academy* charter school, including members of the Board of Trustees, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Associates are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to Human Resources. To the extent permitted by law, *Metropolitan Preparatory Academy* may require that these costs be borne by the associate. Individuals whose educational background differs from that of the job description will not be considered for employment.

2.4 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

Just as *Metropolitan Preparatory Academy* expects the highest personal conduct from our students, we expect you to conduct business according to the highest ethical standards of conduct. Associates are expected to devote their best efforts to the interests of *Metropolitan Preparatory Academy*. *Metropolitan Preparatory Academy* recognizes your right to engage in activities outside of your employment which are of a private nature and unrelated to our business. However, you must disclose any possible conflicts so that *Metropolitan Preparatory Academy* may assess and prevent potential conflicts of interest from arising. Please disclose actual or potential conflicts of interest, in writing, to your supervisor. A potential or actual conflict of interest occurs whenever an associate is in a position to influence a decision that may result in a personal gain for the associate or an immediate family member (*i.e.*, spouse or significant other, children, parents, siblings) as a result of the *Metropolitan Preparatory Academy* business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If you have any question whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time associate we expect that you devote your full professional effort to your position at *Metropolitan Preparatory Academy*. If you wish to participate in outside work activities you are required to obtain written approval from the Principal prior to starting those activities. Approval will be granted unless the activity conflicts with *Metropolitan Preparatory Academy* interest. In general, outside work activities are not allowed when they:

- Prevent you from fully performing work for which you are employed at *Metropolitan Preparatory Academy*;
 - Involve organizations that are doing or seek to do business with *Metropolitan Preparatory Academy*, including actual or potential vendors; or
 - Violate provisions of law or *Metropolitan Preparatory Academy* policies or rules.
- In cases of conflict with any outside activity, your obligations to *Metropolitan Preparatory Academy* must be given priority. Full-time associates are hired and continue in *Metropolitan Preparatory Academy* employ with the understanding that *Metropolitan Preparatory Academy* is their primary employer and that other employment, commercial involvement or volunteer activity which is in conflict with the business interests of *Metropolitan Preparatory Academy* is strictly prohibited.

- *Whereas diminimis usage of Metropolitan Preparatory Academy office space, equipment, and materials for outside activities is expected, please exercise professional judgement. Beyond a diminimus level (infrequent, immaterial in terms of time and cost to us), our office space, equipment, materials, and company time are not to be used for outside employment or occupations.*

Raising student achievement is hard work! Meeting goals and objectives at Metropolitan Preparatory Academy will probably require you to work beyond your normally scheduled hours. *Metropolitan Preparatory Academy* asks that full-time associates perform this work as the project demands.

2.5 IMMIGRATION LAW COMPLIANCE

Metropolitan Preparatory Academy employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each new associate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former associates who are rehired must also complete the form if they have not completed an I-9 with *Metropolitan Preparatory Academy* within the past three years or if their previous I-9 is no longer retained or valid.

2.6 WORK PRODUCT OWNERSHIP

Please be aware that *Metropolitan Preparatory Academy* retains legal ownership of the product of your work. No work product created while employed by *Metropolitan Preparatory Academy* can be claimed, construed, or presented as property of the individual, even after employment by *Metropolitan Preparatory Academy* has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for *Metropolitan Preparatory Academy*, regardless of whether the intellectual property is actually used by *Metropolitan Preparatory Academy*. Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (*e.g.*, on a resume), please bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of *Metropolitan Preparatory Academy*.

2.7 PUBLIC RELATIONS

The success of *Metropolitan Preparatory Academy* depends upon the quality of the relationships between *Metropolitan Preparatory Academy*, its associates, students, parents and the general public. The public impression of *Metropolitan Preparatory Academy* and its interest in *Metropolitan Preparatory Academy* will be formed, in part, by *Metropolitan Preparatory Academy* associates. *Metropolitan Preparatory Academy* associates are ambassadors.

The more goodwill an associate promotes, the more associates, students, parents and the general public will respect and appreciate the associate, *Metropolitan Preparatory Academy*, and *Metropolitan Preparatory Academy* services. Below are several things associates can do to help leave people with a good impression of *Metropolitan Preparatory Academy*. These are the building blocks for our continued success.

- Communicate with parents regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other associates at all times.
- Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the workweek.
- Take great pride in their work and enjoy doing their very best.

2.8 WHISTLEBLOWER POLICY

Metropolitan Preparatory Academy is committed to maintaining a workplace where associates are free to raise good faith concerns regarding the business practices, the welfare of its people (students, staff, faculty, administration, board, stakeholders), and the security of its environment, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of *Metropolitan Preparatory Academy* policy, specifically the policies contained in *Metropolitan Preparatory Academy* Associate Handbook.

An associate who wishes to report a suspected violation of law or *Metropolitan Preparatory Academy* policy may do so confidentially by contacting the School Principal or the Director of Human Resources. *Metropolitan Preparatory Academy* expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against associates who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of *Metropolitan Preparatory Academy*. Any associate who engages in retaliation will be subject to discipline, up to and including termination.

Any associate who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the associate's immediate supervisor, an administrator, the Principal, or a member of the board of directors. Supervisors, managers, and Human Resources staff who receive complaints of retaliation must immediately inform the Principal.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Principal and a member of *Metropolitan Preparatory Academy* management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 3. EMPLOYMENT POLICIES & PROCEDURES

3.1 EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity is a fundamental principle at *Metropolitan Preparatory Academy*, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, national origin, age, disability, political affiliation or belief or any beneficiary of any program financially assisted under Title 1 of the

Workforce Investment Act of 1998 (WIA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of his/her participation in any *[Insert State Name]* Department of Labor program or activity veteran status, genetic predisposition or carrier status, pregnancy or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment. The Human Resource Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Associates' questions or concerns should be referred to their supervisor or the HR Manager. Appropriate disciplinary action may be taken against any associate willfully violating this policy.

3.2 DISABILITY ACCOMODATION

Metropolitan Preparatory Academy is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is *Metropolitan Preparatory Academy* policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the associate can perform the essential functions of the job. Consistent with this policy of nondiscrimination, *Metropolitan Preparatory Academy* will provide reasonable accommodations to a qualified individual with a disability who has made *Metropolitan Preparatory Academy* aware of his or her disability, provided that such accommodation does not constitute an undue hardship on *Metropolitan Preparatory Academy*. Associates with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resource Manager. *Metropolitan Preparatory Academy* encourages individuals with disabilities to come forward and request reasonable accommodation.

Consistent with the non-discrimination in employment policy, all students of Metropolitan Preparatory Academy are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at *Metropolitan Preparatory Academy* in a non-discriminatory manner. *Metropolitan Preparatory Academy* does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

3.3 HARASSMENT

It is the policy of *Metropolitan Preparatory Academy* to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law.

Metropolitan Preparatory Academy prohibits any such discrimination or harassment. It is our mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other associate of ASCA to harass a student, teacher,

administrator, or other associate through conduct or communication. This policy applies to all applicants and associates, whether related to conduct engaged in by fellow associates or someone not directly connected to *Metropolitan Preparatory Academy* (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

What is Harassment

Harassment can take many forms. As used in this Associate Handbook, the term “harassment” includes:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
- Offensive pictures, drawings or photographs or other communications, including e-mail. Threatening reprisals of an associate’s refusal to respond to requests for sexual favors or for reporting a violation to this policy.
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
 - Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.
 - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment.

Responsibility

All *Metropolitan Preparatory Academy* associates have a responsibility for keeping our work environment free of harassment.

Reporting

Metropolitan Preparatory Academy encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, an administrator, the Life Coach, the Principal, or a member of the board of directors.

In addition, *Metropolitan Preparatory Academy* encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is

unwelcome and request that it be discontinued. Often this action alone will resolve the problem. *Metropolitan Preparatory Academy* recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties.

Metropolitan Preparatory Academy is serious about enforcing its policy against harassment. However, *Metropolitan Preparatory Academy* cannot resolve a harassment problem that it does not know about. Therefore, associates are responsible for bringing any such problems to *Metropolitan Preparatory Academy* attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Informal Procedure: If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor and/or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the *Metropolitan Preparatory Academy* designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that *Metropolitan Preparatory Academy* may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure: As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources. *Metropolitan Preparatory Academy* encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling

and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as *Metropolitan Preparatory Academy* believes appropriate under the circumstances. If a party to a complaint does not agree with its resolution, that party may appeal to *Metropolitan Preparatory Academy Principal*. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all associates can work in an environment free from harassment, discrimination and retaliation. *Metropolitan Preparatory Academy* will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any associate who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of *Metropolitan Preparatory Academy* prohibit disparate associate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

3.4 GRIEVANCE PROCEDURE

The grievance procedure is a process by which an associate of *Metropolitan Preparatory Academy* can bring workplace concerns to upper levels of management. This is a formal process and requires rules be strictly followed. Failure to follow procedures will forfeit your right to this process. In the event of a dispute involving employment practices or the enforcement of the personnel policies contained in this Associate Handbook, and after a good faith effort with the supervisor to thoroughly resolve the dispute, all associates may submit their grievance following the procedures outlined below. The good faith effort shall be documented, including problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. This documentation will be included in the personnel file. Failure to follow the procedures and timelines below constitutes a waiver of the associate's right to grieve.

Non-Grievable Issues: The following issues are not eligible for processing through the *Metropolitan Preparatory Academy* Associate Grievance Procedure.

Issues which are pending or have been concluded by the Virginia Commission on Equal Opportunity, or through other administrative or judicial procedures.

Performance responsibilities, expectations, and evaluations. Temporary work assignments. Budget and organizational structure, including the number or assignments of positions in any organizational unit. The selection of an individual to fill a position, unless it is alleged that the selection is in violation of an agency's written policy.

Termination, demotion, reassignment, furlough, layoff from duties because of lack of work, or other actions resulting from a reduction in the work force or job abolition.

If the subject of your grievance is related to any of the areas listed above, your grievance cannot be processed through the Associate Grievance Procedure.

A grievance can have up to four steps: (1) grievance statement; (2) qualification for hearing; (3) hearing; and (4) review of the hearing decision. Not all grievances are qualified for hearing.

Step 1: The associate may submit his/her grievance in writing either by email or pre-printed grievance forms to the *Metropolitan Preparatory Academy* Conflict Resolution Committee within seven calendar days of a failed good faith effort to resolve the dispute. The committee is comprised of the Chief Operations Officer, Director of Human Resources and/or Chief Academic Officer.

Step 2: Within fourteen calendar days of receipt of the written grievance, the Personnel Committee will inform the associate of the decision to schedule a formal meeting. If a formal meeting is scheduled, it will be scheduled at a mutually convenient time and place for discussion of the complaint with all parties involved, but no event later than twenty days after receipt of the written grievance and after notification to the associate.

Step 3: The Conflict Resolution Committee will hold a hearing and render a decision, as established by a majority vote of the members of the Conflict Resolution Committee. If the Director or any member of the Conflict Resolution Committee is an involved party, he/she will be precluded from hearing the grievance and participating in the decision. The decision shall be rendered within seven calendar days of the completion of the final hearing. Any such proceedings shall be conducted in closed session, unless otherwise requested by the associate. The associate may not have counsel present at the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within seven calendar days of the last committee hearing.

Step 4: The decision of the Conflict Resolution Committee shall be final unless appealed by the associate to the Principal, who may review and modify the decision of the Conflict Resolution Committee if determined that the Committee failed to properly follow the grievance process described above. A request for an appeal must be submitted to the PRINCIPAL within seven calendar days of the decision of the Conflict Resolution Committee. After receiving an appeal request, the Principal shall schedule a meeting with the Conflict Resolution Committee to consider such an appeal as soon as administratively practical. Any associate or affiliate, who is

an interested party, shall excuse themselves from any reviews of Conflict Resolution Committee decisions. Any such proceedings shall be conducted in closed session, unless requested otherwise by the associate.

The associate may not have counsel participate in any such proceedings. Written notice of the result of the review shall be sent to the associate and the members of the Conflict Resolution Committee within 7 calendar days.

3.5 SUBSTANCE ABUSE POLICY

Metropolitan Preparatory Academy is committed to providing a safe and productive workplace for its associates. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of position, including both regular and temporary associates. The rules apply during working hours to all associates of *Metropolitan Preparatory Academy* while they are on school premises or elsewhere on *Metropolitan Preparatory Academy* business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on *Metropolitan Preparatory Academy* property is prohibited. Being under the influence of illegal drugs, alcohol, or substances of abuse on *Metropolitan Preparatory Academy* property is prohibited. Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

Company property/ *Metropolitan Preparatory Academy* Property: All Company owned or leased property used by associates.

Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

Illegal drug:

a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.

b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.

c. Inhalants used illegally.

Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation

of the *Metropolitan Preparatory Academy* policy on drugs and may subject an associate to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting business or being on *Metropolitan Preparatory Academy* property while under the influence of an illegal drug or alcohol, or in an impaired condition.

3.6 SMOKING

The smoking of tobacco products is not permitted anywhere on the *Metropolitan Preparatory Academy* premises except in authorized and designated locations. The chewing of tobacco products is not permitted anywhere on the *Metropolitan Preparatory Academy* premises.

3.7 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information is essential to the interests and success of *Metropolitan Preparatory Academy*. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- Proprietary production processes,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All associates are required to sign a non-disclosure agreement as a condition of employment. Associates who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.8 NEW ASSOCIATE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new associate feel comfortable, informed about the company, and prepared for their position. New associate orientation is conducted by a Human Resources representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new associate will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Associates are presented with all codes, keys, and procedures needed to navigate within the workplace. The new associate's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new associate get started on specific functions.

3.9 PROBATIONARY PERIOD FOR NEW ASSOCIATES

The probationary period for regular full-time and regular part-time associates lasts up to 30 days from date of hire. During this time, associates have the opportunity to evaluate *Metropolitan Preparatory Academy* as a place to work and management has its first opportunity to evaluate the associate.

During this introductory period, both the associate and *Metropolitan Preparatory Academy* have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 30 day review will be given and benefits will begin as appropriate. All associates, regardless of classification or length of service, are expected to meet and maintain standards for job performance and behavior (See Section 4, Standards of Conduct).

3.10 PERSONNEL FILES

Associate personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to associate performance reviews, coaching, and mentoring. Personnel files are the property of *Metropolitan Preparatory Academy*, and access to the information is allowed with prior notice. Management personnel of *Metropolitan Preparatory Academy* who have a legitimate reason to review the file are allowed to do so. Associates can review all personnel records maintained electronically. Associates who wish to review their own hard-copy file should contact the Executive Administrative Assistant. With reasonable advance notice, the associate may review his/her hard-copy personnel file in the *Metropolitan Preparatory Academy administrative* office and in the presence of their supervisor [or the Executive Administrative Assistant, the Principal, or any other administrator].

3.11 PERSONNEL DATA CHANGES

It is the responsibility of each associate to promptly notify the Human Resources Department of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An associate's personnel data should be accurate and current at all times.

3.12 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by the Principal.

When the decision is made to close the office, associates will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be paid for all exempt and non-exempt associates. However, if the Principal does not close the office, associates who take time off during inclement weather and would like to be paid, are permitted to use vacation time if it is available to them. Please listen to local news and radio reports. In general, *Metropolitan Preparatory Academy* will follow the decisions of the Richmond Public Schools Division. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

SECTION 4. PERFORMANCE

4.1 ASSOCIATE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews with all regular full-time and regular part-time associates annually. Supervisors will conduct informal performance reviews and goal setting sessions at least semi-annually.

Performance reviews are designed for the supervisor and the associate to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, associate and supervisor discuss ways in which the associate can accomplish goals or learn new skills. The goal setting sessions are designed for the associate and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Metropolitan Preparatory Academy directly links wage and salary increases with performance. Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

4.2 CORRECTIVE ACTION

Metropolitan Preparatory Academy holds each of its associates to certain work rules and standards of conduct. When an associate deviates from these rules and standards, *Metropolitan Preparatory Academy* expects the associate's supervisor to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected. The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the associate's previous record.

Though committed to a progressive approach to corrective action, *Metropolitan Preparatory Academy* considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment without prior authorization by, untruthfulness about personal work history, skills, or training, divulging business practices, and misrepresentations of *Metropolitan Preparatory Academy* to a another associate, a prospective associate, or the general public.

4.3 DISCIPLINE

All associates are expected to meet *Metropolitan Preparatory Academy* standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with *Metropolitan Preparatory Academy* policies and procedures. If an associate does not meet these standards, *Metropolitan Preparatory Academy* may or may not, at sole discretion, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the associate with a reasonable time within which to improve performance. The process is designed to encourage development by providing associates with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with *Metropolitan Preparatory Academy* policies and procedures and/or other disciplinary problems.

Warnings:

The supervisor should discuss any problem and present a warning to the associate that clearly identifies the problem and outlines a course of corrective action within a specific time frame. The associate should clearly understand both the corrective action and the consequence (*i.e.*, termination) if the problem is not corrected or recurs. The associate should acknowledge receipt of the warning and include any additional comments of his or her own before signing it. A record of the discussion and the associate's comments should be placed in the associate's file. Associates who have had formal written warnings may not be eligible for salary increases, bonus awards, promotions, leaves of absence or transfers during the warning period. Corrective action may include any of a variety of actions depending upon the circumstances and severity of the particular situation. Corrective actions may be taken at the discretion of management and include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by the supervisor for your personnel file.
- Written warning, which will be placed in your file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an associate from organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Discharge, which will be documented in your file.

The corrective action process will not always commence with a verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, your intent and motivation to change the performance, the environment in which the offense took place, and other possible mitigating circumstances.

4.4 STANDARDS OF CONDUCT

The work rules and standards of conduct for *Metropolitan Preparatory Academy* are important, and *Metropolitan Preparatory Academy* regards them seriously. All associates are urged to become familiar with these rules and standards. In addition, associates are expected to follow the rules and standards faithfully in doing their own jobs and conducting *Metropolitan Preparatory Academy* business. Please note that any associate who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the

workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice);
- Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business “secrets” or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

4.5 PHYSICAL CONTACT WITH STUDENTS AND OTHER STAFF MEMBERS

Under Virginia Law, a touching is a battery, and illegal, if there is an intentional use of force or violence upon the person of another; or the intentional administration of a poison or other noxious liquid or substance to another. To establish battery, Virginia courts have held that it is sufficient if the actor intends to inflict an offensive contact without the other’s consent. There is no requirement for maliciousness or intent to inflict actual damage. The essential element of a battery is physical contact, whether injurious or merely offensive, and a battery may be committed by touching another through the clothing.

It is the policy of *Metropolitan Preparatory Academy* that no teacher or staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior.

If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that they not be touched, then the following forms of touching are considered appropriate:

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- “High fives” and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes
- Holding hands, for the purpose of assistance, while walking with children with disabilities
- Arm around shoulders
- Reasonable self defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

However, in situations of emergency response, any touching which would be deemed necessary by a reasonable and prudent person to protect others or property would be appropriate.

Except as discussed above, the following forms of touching are never appropriate (except under the emergency response conditions explained above):

- Inappropriate or lengthy embraces
- Kisses on the mouth
- Corporal punishment
- Sitting students on one’s lap (grades 3-8)
- Touching buttocks, chests or genital areas
- Pushing a person or another person’s body part (other than in self defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff-members

- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages (except as a part of another administration-approved activity such as a therapeutic unit in a Health/P.E. class, or as part of medical treatment approved by the school nurse.)
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact
-

This policy does not prevent touching a student for the purpose of guiding them along a physical

path, or in a school-approved activity which requires touching such as a team-building event, helping another up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. In Virginia, an assault is an attempt to commit a battery or the intentional placing of another in reasonable apprehension of receiving a battery.

Consequently an attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. The victim may also choose to bring civil or criminal charges against the violator.

This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger children or children with a disability, touching is more appropriate. A touch for the purpose of helping (i.e.: cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances. An accidental touch is never inappropriate provided it is a true accident. It is impossible to define each and every instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

4.6 REPORTING CHILD ABUSE

Pursuant to [_____]

4.7 CONFIDENTIALITY TO ACCESS CHILDREN'S RECORDS

All information contained in student's records, including information contained in a electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act. These records are the property of *Metropolitan Preparatory Academy*, whose responsibility it is to secure the information against loss, defacements, tampering or use by unauthorized persons. Please do not speak about children in hallways or public areas. The information about children is confidential and must not be discussed in at a level of detail that would compromise confidentiality in the outside community.

No child's files are to be taken off premises unless granted permission by the Principal. Only teachers, administrative and office personnel, and parents/guardians accompanied by one of the aforementioned staff members or a board of directors member are permitted to review the children's files. When a hard-copy file is requested from the main office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Principal or their designee. Please do not remove any materials from any student's file. Files may not leave the building without specific written authorization from Principal or their designee. If you request a student's file, you will be responsible for its contents.

LIABILITY:

The effective teacher is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is well to be aware of the possible consequences of negligence.

The teacher is legally responsible to act in a reasonable and prudent manner at all times. Specifically the teacher must do the following:

1. Never leave students unsupervised. Leaving a classroom or other school group setting without another responsible adult present is leaving students unsupervised.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe condition in the room or on campus to the principal so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the individual school. Failure by teachers to meet their responsibilities may have severe consequences, e.g., revocation of their license, criminal charges, etc.. Additionally teachers may be held legally liable for negligence in the performances of their duties.

SECTION 5. ATTENDANCE**5.1 ATTENDANCE/PUNCTUALITY**

The presence or absence of each associate is of critical importance to the successful operation of the *Metropolitan Preparatory Academy*. Therefore, *Metropolitan Preparatory Academy* expects all of its associates to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day. *Metropolitan Preparatory Academy* reserves the right to assign associates to jobs other than their usual assignment when necessary, provided the associate is capable of performing the essential functions of the alternate assignment. It is expected that exempt associates will work the hours necessary to get the job done, and will request assistance as required to meet work demands timely and successfully when projects require excessive person-hours. Associates are not allowed to perform work (for additional pay) at home or away from the *Metropolitan Preparatory Academy* unless specifically authorized for each occurrence by their Supervisor.

Non-exempt associates are not obligated to work before or to continue working after their scheduled hours unless specifically authorized for each occurrence by their supervisor. Attendance at *Metropolitan Preparatory Academy* sponsored functions is not compensated unless approved by the Principal, or during normal business hours, or unless the supervisor has required you to attend and/or work at the function and has written approval from the Operations Manager to provide the additional compensation. Associates violating these rules may be subject to disciplinary action up to and including, termination.

5.2 ABSENCE WITHOUT NOTICE

From time to time, it may be necessary for associates to be absent from work. Metropolitan Preparatory Academy is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside an associate's work hours may arise. Paid time off (PTO) has been provided for this purpose. Associates who are unable to report to work, or who will arrive late, should contact their Supervisor and inform him/her of their situation. Associates who know in

advance that they will need to be absent should request this time off directly from their supervisor.

Associates who are unable to call in themselves because of an illness, emergency or for some other reason, should be sure to have someone call for them. Associates who are absent because of an illness for three or more consecutive days may be asked by the Principal or your supervisor to submit written documentation from their doctor stating that they are able to resume normal work duties before they will be allowed to return to work. A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without informing administration will be considered a “lateness pattern” and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

Except in extraordinary circumstances, three consecutive days of no call/no show is considered a voluntary termination. The “extraordinary circumstances” determination will be made by the school Principal. Supervisors will make a note of any associate’s absence or lateness, and his or her reasons, and have it recorded in the associate’s electronic personnel file. Associates should be aware that excessive absences, lateness or leaving early may lead to disciplinary action, up to and including termination.

Note: Please see section 4.3 *Discipline* for *Metropolitan Preparatory Academy* discipline procedure.

SECTION 6. WAGE AND SALARY POLICIES

6.1 BASIS FOR DETERMINING PAY

Several factors may influence your rate of pay. Some of the items *Metropolitan Preparatory Academy* considers are the nature and scope of your job, what other employers pay their associates for comparable jobs (external equity), what *Metropolitan Preparatory Academy* pays their associates in comparable positions (internal equity), and individual as well as *Metropolitan Preparatory Academy* performance. It is *Metropolitan Preparatory Academy* goal to have a current Job Description on hand that generally and aptly defines your job responsibilities.

6.2 WAGE OR SALARY INCREASES

Each associate’s hourly wage or annual salary will be reviewed at least once each year. The associate’s review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion. Increases will be determined on the basis of school budget, school and external economic climate, performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.10, Performance Review/Goal Setting Sessions).

6.3 TIMEKEEPING

Time Reporting – All associates will track and report time worked electronically. Associates will be given thorough instructions on usage and instructions on what to do should a problem occur.

Non-Exempt Associates: Time worked is the time actually spent performing assigned duties. *Metropolitan Preparatory Academy* does not pay for extended breaks or time spent on personal matters. Authorized personnel will review time records each week. Any changes to an associate's time record must be approved by his/her supervisor. Questions regarding the timekeeping system should be directed to the appropriate person.

6.4 OVERTIME

Overtime compensation is paid to non-exempt associates in accordance with federal and state wage and hour restrictions. Overtime is payable for hours worked over 40 per week at a rate of one and one-half times the non-exempt associate's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly associate must receive the supervisor's authorization. Overtime worked without authorization from the supervisor may result in no pay for the additional hours worked. The supervisor's electronic approval in the time reporting system authorizes pay for overtime hours worked.

6.5 PAYDAYS

All associates are paid on the ____ and the ____ day of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, associates will receive pay on the prior day of operation. Paychecks will not, under any circumstances, be given to any person other than the associate without written authorization. Paychecks may also be mailed to the associate's address or deposited directly into an associate's bank account upon request. For salaried associates, salary payments are made on a semi-monthly basis for base salary due up to the pay date. Overtime payment, which is included with the non-exempt associate's base salary payment, is paid semi-monthly with the base salary.

Metropolitan Preparatory Academy pays all salaried associates on a twelve (12) month year, regardless of whether they work summers. Hourly associates are paid semi-monthly on the same schedule as salaried associates. Hours worked from the ____ to the ____ of each month will be paid on or about the ____ of each month. Hours worked from the ____ to the ____ will be paid on or about the final day of each month. Hours worked from the ____ to the close of the month will be paid on the first paycheck of the following month, on or about the ____ of the next month. For more information on pay periods, please contact the school Executive Administrative Assistant.

Associates will be paid through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a *Direct Deposit Authorization* form may be obtained from the Executive Administrative Assistant. Due to banking requirements it may take several weeks for activation of the Direct Deposit. In the event of a lost paycheck please see Payroll for a *Stop Check Request Form*. In the event the lost paycheck is recovered and *Metropolitan Preparatory Academy* identifies the endorsement as that of the associate, the associate must remit the amount of the replacement check to Metropolitan Preparatory Academy within 24 hours of the time it is demanded.

A statement of earnings is available via Paychex website (access instructions below) each pay period to associates indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. Voluntary deductions must be declared and authorized in writing by the associate through our “Voluntary Deductions Form”. The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Associate’s Withholding Allowance Certificate. If an associate’s marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted.

The web address to view statement of earnings is **https://**_____. Your Company ID is _____. Your user name is _____. (example: **jbean**). Your initial password is _____.

6.6 SALARY DEDUCTIONS

Metropolitan Preparatory Academy will pay exempt associates a salary rather than by the hour. Once an associate’s PTO (paid time off) days have been exhausted or are otherwise unavailable, *Metropolitan Preparatory Academy* will deduct pay from an exempt associate’s salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full day disciplinary suspensions; and (iv) partial or full day absences during an approved family or medical leave.

Metropolitan Preparatory Academy will not deduct pay from an exempt associate’s salary if the associate has a partial day absence. Exempt associates who believe that *Metropolitan Preparatory Academy* made an incorrect or improper salary deduction should promptly report the deduction to their supervisors or the Operations Manager. If *Metropolitan Preparatory Academy* incorrectly or improperly made a deduction from an exempt associate’s salary, it will reimburse the associate for the deducted pay. *Metropolitan Preparatory Academy* reserves the right to terminate employment once absenteeism exceeds paid or unpaid leave available.

6.7 EFFECTIVE DATE OF COMPENSATION CHANGES

Changes to the amount of an associate’s wage or salary will become effective on the first regular pay period following the change.

6.8 DIRECT DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account of your choice. All associates are paid by direct deposit.

6.9 ERROR IN PAY

Every effort is made to avoid errors in your paycheck. Associates who believe an error has been made should tell the Senior Accountant immediately. They will take steps to research the problem and endeavor to make any necessary corrections by the next regular pay day.

6.10 WAGE GARNISHMENT

Metropolitan Preparatory Academy hopes that its associates will manage their financial affairs so that it will not be obligated to execute any court-ordered wage garnishments. However, when

an associate's wages are garnished by court order, *Metropolitan Preparatory Academy* is legally bound to withhold the amount indicated in the garnishment order from the associate's paycheck. *Metropolitan Preparatory Academy* will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an associate's paycheck. A \$3.00 service fee may be charged per check written to cover the administration of the above, if permitted by the judgment of garnishment.

SECTION 7

BENEFITS AND TIME OFF

7.1 GROUP BENEFITS

Metropolitan Preparatory Academy offers a benefits program for its regular full-time associates. However, the existence of these programs does not signify that an associate will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

Purpose and Policy

Metropolitan Preparatory Academy strives to provide the best, most equitable and cost-effective benefits for associates in recognition of the influence employment benefits have on the economic and personal welfare of our associates. Paid in various benefit forms on your behalf, the total cost to provide the benefit program described in this Handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time associates, whether exempt or nonexempt status, unless otherwise provided in a particular benefit plan. Some benefits may earn credit during your new-hire introductory period, but eligibility to use the benefit will not occur in most cases until you obtain regular status, or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Associate Cost Sharing

Discretionary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by *Metropolitan Preparatory Academy*. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the organization's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, you may be required to share in the cost to continue the insurance plan coverage.

Benefit Design and Modification

Metropolitan Preparatory Academy reserves the right to design plan provisions and to add, eliminate, or in other ways modify any discretionary benefits described in this Handbook or elsewhere in plan documents, where and when it is deemed in the organization's best interest to do so. These benefits are subject to change depending on management decision and resources. Therefore, it is not appropriate for you to make a serious personal decision based solely on the current presence of an organization benefit.

Benefit Plan Documents

You will be provided with summary plan descriptions upon eligibility and enrollment. The

benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from Human Resources Department for your review. We ask that you refer any questions about this information to the Executive Administrative Assistant.

Right to Modify

Metropolitan Preparatory Academy reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, *Metropolitan Preparatory Academy* reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. For more complete information regarding any of our benefit programs, please contact the Operations Manager.

Other Benefits

Metropolitan Preparatory Academy will provide such other benefits to associates as may from time to time be mandated by applicable law and reserves the right at any time and from time to time to terminate, substitute or modify such benefits to the extent permissible under applicable law.

7.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives associates and their qualified beneficiaries the opportunity to continue health insurance coverage under *Metropolitan Preparatory Academy* health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an associate; a reduction in an associate’s hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements. Under COBRA, the associate or beneficiary pays the full cost of coverage at group rates plus an administration fee. *Metropolitan Preparatory Academy* or our carrier provides each eligible associate with a written notice describing rights granted under COBRA when the associate becomes eligible for coverage under *Metropolitan Preparatory Academy* health insurance plan. The notice contains important information about the associate's rights and obligations.

7.3 SOCIAL SECURITY/MEDICARE

If you are a full time regular associate contributing to Teachers Retirement System of Virginia, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security Law, there are two ways your Social Security benefit may be affected.

1. Windfall Elimination Provision
2. Government Pension Offset

For more information please contact the Human Resources Department.

Metropolitan Preparatory Academy withholds income tax from all associates' earnings and participates in FICA (Social Security), for temporary associates and Medicare withholding and matching programs as required by law.

7.4 RETIREMENT

Metropolitan Preparatory Academy offers participation in a retirement plan for those associates who are eligible to participate.

7.4 PAID TIME OFF (PTO)

Paid time off (PTO) provides regular full time staff members with an entitlement of days away from work with pay upon the completion of a 30 day Introductory Period. PTO days may be used for vacation, personal time, illness or time off to care for family or dependants. PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible. Associates using extended PTO time (in excess of 3 days) must submit a request at least two weeks before the extended PTO or if used as sick time the associate must submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Temporary associates, part time associates, workers being paid short or long-term disability insurance, and workers being paid workers' compensation are not eligible to receive or accrue PTO.

PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, or immediately before or after holidays without supervisor's permission. See your supervisor for specific department blackout dates. From their date of hire all 12-month, 11-month, 10-month, 9.75-month and 9.5-month school based associates are eligible to earn up to ____ (___) days of PTO during their scheduled work year. All 12-month school based non-administrators are eligible to earn up to ____ (___) days of PTO during their scheduled work year. 12-month administrators and Central Office associates are eligible to earn up to ____ (___) days of PTO during their scheduled work year. All associates should refer to the "use it or lose it" policy under Carryover.

Carryover

Each associate may carry over ____ days of accrued PTO over into the next fiscal or school year. Associates are responsible for monitoring their PTO over the course of the school year.

Use it or Lose it Policy

All associates will follow the "use it or lose it" policy. PTO time in excess of ____ days not taken by the end of the school year (for school based associates) or by June 30th (for administrators or central office associates) will be lost.

PTO Exceptions:

Associates, who miss more than three consecutive unscheduled days, may be required to present a doctor's release to the Human Resources department and/or Supervisor that permits them to return to work. PTO taken in excess of the PTO accrued can result in disciplinary action up to and including employment termination. This time will be unpaid. The only possible exception to this policy must be granted by the associate's supervisor. Under the Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time. Associates will not take any paid time off days while on FMLA leave or any other unpaid leave of absence.

In the event an associate has exhausted his or her PTO, any additional time off must be approved by your supervisor and will be taken without pay. Any associate who misses three consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job. Upon the voluntary or involuntary termination of employment, associates will be paid their earned PTO based on their date of separation and their hourly rate of pay. PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Under the Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time.

Associates will not take any paid time off days while on FMLA leave or any other unpaid leave of absence. In the event an associate has exhausted his or her PTO, any additional time off must be approved by your supervisor and will be taken without pay. Any associate who misses three consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job. Earned PTO cannot be taken before it is accrued and approved.

7.5 DONATION OF PTO

Metropolitan Preparatory Academy recognizes that associates may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible associates will be allowed to donate PTO time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Associates who donate sick/personal time must be employed with *Metropolitan Preparatory Academy* for a minimum of 6 months.

Guidelines

Associates who would like to make a request to receive donated sick/personal time from their co-workers must have a situation that meets the following criteria:

- **Family Health Related Emergency-** Critical or catastrophic illness or injury of the associate or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the associate is the legal guardian or sole caretaker.
- **Other Personal Crisis-** A personal crisis of a severe nature that directly impacts the associate. This may include a natural disaster impacting the associate's primary residence

such as a fire or severe storm. Whether the situation is deemed a “crisis” will be determined by the school Principal.

Associates who donate sick/personal time from their unused balance must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- no more than 50 % of your current balance

Note: Associates who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Associates cannot borrow against future sick/personal time to donate.

Associates who are currently on an approved leave of absence cannot donate sick/personal time.

Procedure

Associates who would like to make a request to receive donated PTO time are required to complete a Donation of Sick/Personal Time Request Form which includes authorization to present their request to the associates of *Metropolitan Preparatory Academy* for the sole purpose of soliciting donations. Associates who wish to donate PTO time to a co-worker in need must complete a Donation of Sick/Personal Time Form.

Approval

Requests for donations of sick/personal time must be approved by the associate’s immediate supervisor. If the recipient associate has available PTO time in their balance, this time will be used prior to any donated PTO time. Donated sick/personal time may only be used for time off related to the approved request. PTO time donated that is in excess of the time off needed will be returned to the donor.

7.6 RECORD KEEPING

The School Operations Manager oversees records of PTO days accrued, used and donated. Each associate is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

7.7 HOLIDAYS

Metropolitan Preparatory Academy recognizes the following paid holidays for all school associates:

Unless otherwise provided in this policy, all *Metropolitan Preparatory Academy* associates will receive time off with pay at their normal base rate for each observed holiday. Associates on a leave of absence are ineligible for holiday benefits that accrue while on leave. Temporary and part time associates are not eligible to receive holiday pay.

To qualify for holiday pay, all associates must work the last scheduled day before and the first scheduled day after the holiday unless the associate is absent:

- At the Supervisor's request/approval
- At the request/approval of their supervisor, Principal or Assistant Principal
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

Following Jury Duty or Bereavement Leave

Due to a previously scheduled and approved vacation

7.8 BEREAVEMENT

Metropolitan Preparatory Academy provides full-time associates up to three days paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days with prior approval from your supervisor.

7.9 JURY DUTY

Metropolitan Preparatory Academy encourages and expects all associates to fulfill their civic responsibility by serving jury duty when required. *Metropolitan Preparatory Academy* associates summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted without loss of PTO or any other benefit. If associate is present at court and has not been picked to serve trial he or she must turn in hours served from the clerk of court to their supervisor daily. If associate has been picked to serve trial, all time after the first day, he or she will be paid the difference between his or her regular salary or wage and the amount he or she receives as a juror. Any associate summoned for jury duty must provide his or her supervisor with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the associate's service. Associates are expected to return to work if they are excused for jury duty during their regular working hours.

7.10 MILITARY DUTY

Regular associates requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Re-employment Act and applicable state regulations. The policy covers those associates who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All associates of the organization except those hired on a temporary basis are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed services organization calling you to active duty or military encampment.

Request Procedure

You must provide written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. You must request and obtain approval to receive vacation pay during military leaves of absence.

Status of Benefits

Reservists, National Guard members and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation and length of service pay increases, as may be from time to time provided by applicable statutes of the United States and the state of *Virginia*. You may maintain health care insurance benefits for up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

Reinstatement

If you are returning from a Uniformed Service Leave, you must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1 to 30 days: You are expected to report to work on the first regularly scheduled workday following completion of training and you will be reinstated to the same position you held at the time the service leave began.

31 to 180 days: If you are a Reservist or National Guard member returning from initial active duty for training you must submit an application for re-employment within 31 days after release from service under honorable conditions. You will be returned to the same position held at the time the service leave began, provided the leave has been for less than 90 days in length. If 91 days or longer, when you return you will be reinstated to the same job, or comparable job in terms of like seniority, status and pay, as long as you are qualified to perform the duties.

181 days or longer: If you are returning from active duty in the armed services, you must submit an application for re-employment within 90 days after completion of satisfactory service. You will be reinstated to an equivalent position as long as you are qualified to perform the duties and the organization's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment. When returning, you are required to provide documentation to verify your rights to re-employment, including your separation papers. Time limits for application for re-employment are extended for up to two years for disabled veterans. Failure to file an application within the required time period forfeits the right to re-employment.

7.11 FAMILY MEDICAL LEAVE ACT (FMLA)

Eligible associates may take up to 12 workweeks of unpaid, job protected leave under the Family and Medical Leave Act (“FMLA”) in a 12-month period for specified family and medical reasons. Additional information regarding this policy may be obtained from the Human Resource Manager.

Associate Eligibility

To be eligible for FMLA leave, you must have:

- Worked for *Metropolitan Preparatory Academy* for at least 12 months; and
- Worked at least 1250 hours for *Metropolitan Preparatory Academy* during those 12 months.

Conditions Triggering Leave

FMLA leave may be taken for any of the following reasons:

1. The birth of an associate's child and to care for the newborn child;
2. The placement and care for a newly adopted or recently placed foster child;
3. To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or
4. An associate's own serious health condition that renders the associate unable to perform one or more of the essential functions of his or her job.

Duration of Leave

Eligible associates may receive up to 12 workweeks of unpaid leave during a “rolling” 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

Use of Accrued Paid Leave

Any unused paid leave that is available at the time of the request for the FMLA leave will be applied concurrently and at the beginning of the leave. Except for any paid leave that is applied, an associate is not entitled to any compensation during the FMLA leave.

Intermittent Leave

Associates may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

Notice and Medical Certification

When seeking FMLA leave, associates must provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of *Metropolitan Preparatory Academy* request to provide the

certification. If you fail to do so, *Metropolitan Preparatory Academy* may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second to third opinions and periodic recertification may also be required; Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Maintenance of Benefits

While on a leave of absence provided for under this policy, *Metropolitan Preparatory Academy* will continue your group health insurance benefits under the same terms as provided to other associates, for up to a maximum of 12 weeks leave during any one year period. If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Associates who fail to return to work after expiration of FMLA leave may be required to reimburse the *Metropolitan Preparatory Academy* for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrue further during any such leave period.

Reinstatement

Subject to certain exceptions permitted by law, *Metropolitan Preparatory Academy* will restore associates to their original and equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer able to perform your original job, *Metropolitan Preparatory Academy* will attempt to transfer you to alternate suitable work, if available.

Definitions

For purposes of this policy:

- A child is defined as a natural, adopted, or foster child, a stepchild or a legal ward;
- A parent is defined as the associate's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
- A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving a) inpatient care in a hospital, nursing home, or hospice; or b) outpatient care requiring continuing treatment or supervision from a health care professional.

7.12 PROFESSIONAL DEVELOPMENT

Metropolitan Preparatory Academy expects all associates to maintain necessary certifications and encourages all associates to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of its schools. Associate requests to attend short-term professional development opportunities (two days or less) not sponsored by *Metropolitan Preparatory Academy* are subject to the approval of the Principal or the Chief Academic Officer.

Associates will be allowed with the approval of their supervisor and the Chief Academic Officer to attend extended professional development programs. Extended professional development programs are considered more than two days. An associate will be expected to make up the time missed at work while participating in the extended program or choose to take an unpaid leave of absence to complete the program.

Throughout the course of the year, the school will have numerous options available to make up the time spent in an extended program. Those include assistance with preparing the school before it opens in the Fall or once school starts. These activities may take place after hours or on weekends. A determination regarding how and when you will make up this time will be decided on an individual basis. The school is willing to work with you in this regard; however, if this time is not made up, a pay adjustment may be required.

Associates should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. *Metropolitan Preparatory Academy* requests that associates submit requests to take professional development days at least 10 days for in town events and at least 30 days for out-of town events. The granting of request will be solely in the discretion of the Principal or Chief Academic Officer.

SECTION 8

SEPARATION OF EMPLOYMENT

8.1 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an associate.
- **Termination** – involuntary employment termination initiated by *Metropolitan Preparatory Academy*.
- **Layoff/Non-Retention** – involuntary employment termination initiated by [*Organization Name*] for non-disciplinary reasons.
- **Surplus**-involuntary employment termination initiated by *Metropolitan Preparatory Academy* for budgetary reasons.

When a non-exempt associate intends to terminate his/her employment, he/she shall give *Metropolitan Preparatory Academy* at least two (2) weeks written notice. Exempt associates shall give at least four (4) weeks written notice.

Since employment with *Metropolitan Preparatory Academy* is based on mutual consent, both the associate and *Metropolitan Preparatory Academy* have the right to terminate employment at will, with or without cause. Any associate who terminates employment with *Metropolitan Preparatory Academy* shall return all files, records, keys, and any other materials that are property of *Metropolitan Preparatory Academy*. No final settlement of an associate's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the associate's final paycheck. Furthermore, any outstanding financial obligations owed to *Metropolitan Preparatory Academy* will also be deducted from the associate's final check.

Associate's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the associate's expense (See Section 5, Benefits) if the associate elects to do so. The associate will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

8.2 OFFER LETTERS: NON-RENEWAL, RENEWAL

All new associates are given an initial offer letter as a term of employment.

Non-Renewal of Offer Letter

At the time designated by the School Calendar, a supervisor may recommend Non-Renewal of an employment offer, effective at the end of the current school year. The reasons for nonrenewal cannot be based on an associate's exercise of Constitutional rights, or based unlawfully on an associate's race, color, religion, sex, national origin, disability, or age.

Reasons for a recommendation of Non-Renewal must be based on one of the following:

- Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communication.
- Failure to fulfill duties or responsibilities.
- Incompetency or inefficiency in the performance of required or assigned duties.
- Inability to maintain discipline in the classroom or at assigned school-related functions.
- Insubordination or failure to comply with official directives.
- Failure to comply with policies or administrative regulations.
- Conducting personal business during school hours when it results in neglect of duties.
- Reduction in Force (RIF) because of financial exigency or program change.
- The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics while on school property, working in the scope of the associate's duties, or attending any school or school sponsored activity. Conviction of a felony or any crime involving moral turpitude.
- Failure by an associate to report his or her indictment, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy.
- Failure to meet the Associations standards of professional conduct.
- Failure to comply with reasonable requirements regarding advanced coursework or professional improvement and growth.
- Disability, not otherwise protected by law, which impairs performance of required duties.
- Any activity, school-connected or otherwise, because of the publicity given it, or knowledge of it among students, faculty, community, impairs or diminishes the associate's effectiveness in service to Metropolitan preparatory Academy.

Reasons specified in individual employment offer letters reflecting special conditions of employment such as but not limited to failure to fulfill requirements for certification. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.

- A significant lack of student progress.
- Assault on an associate or student.
- Falsification of records or other documents related to the Associations activities.

- Falsification of required information on an employment application.
- Misrepresentation of facts to a supervisor.
- Any attempt to encourage or coerce a child to withhold information from the child's parent.

Renewal

Renewal offer letters will be issued at the end of the school or fiscal year.

8.3 EXIT INTERVIEWS

In a termination or voluntary resignation situation, *Metropolitan Preparatory Academy* management likes to conduct exit interviews to discuss an associate's reasons for leaving and any other impressions that the associate may have about *Metropolitan Preparatory Academy*. During the exit interview, associates can provide insights into areas for improvement that *Metropolitan Preparatory Academy* can make. Every attempt will be made to keep all information confidential.

8.4 RETURN OF *Metropolitan Preparatory Academy* PROPERTY

Property issued/purchased for you, such as, but not limited to, computer equipment, keys, communication device, and petty cash must be returned to *Metropolitan Preparatory Academy* at the time of associate's separation of employment from *Metropolitan Preparatory Academy*. Associates will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the associate's paycheck. Associates may be required to sign a wage deduction authorization form for this purpose.

8.5 POST EMPLOYMENT INQUIRIES

Metropolitan Preparatory Academy does not respond to oral requests for references. In the event an associate's employment with *Metropolitan Preparatory Academy* is terminated, either voluntarily or involuntarily, *Metropolitan Preparatory Academy* may be able to provide a reference to potential employers only if the associate has completed and signed a release form. Associates of *Metropolitan Preparatory Academy* should not under any circumstances respond to any requests for information regarding another associate unless it is part of their assigned job responsibilities. Associates who receive requests for information regarding other associates should forward those requests to their supervisor who should then forward them to the Operations Manager.

SECTION 9. ASSOCIATE COMMUNICATIONS

9.1 COMPUTER, E-MAIL AND INTERNET POLICY

The following policy applies only to those associates with access to Metropolitan Preparatory Academy computers and the Internet.

Every associate is responsible for using *Metropolitan Preparatory Academy* computer system, including, without limitation, its electronic mail (E-mail) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resource Manager.

The Computer System Is Metropolitan Preparatory Academy Property. The computers that you use at work and the E-mail system are the property of *the school* and have been provided for use in conducting *Metropolitan Preparatory Academy* business. All communications and

information transmitted by, received from, created or stored in its computer system (whether through word processing programs, E-mail, the Internet or otherwise) are *Metropolitan Preparatory Academy* records and property of *Metropolitan Preparatory Academy*. The computer system is to be used for *Metropolitan Preparatory Academy* purposes. Diminimis personal use is permissible. Associates may use school technology resources for the following incidental personal uses so long as such use does not interfere with the associate's duties, is not done for pecuniary gain, does not conflict with *Metropolitan Preparatory Academy* business, and does not violate any *Metropolitan Preparatory Academy* policy: (1) To send and receive occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system for brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that associates adhere to all other usage policies.

No Expectation of Privacy

Although *Metropolitan Preparatory Academy* does not wish to examine personal information, from time to time *Metropolitan Preparatory Academy* may need to access its technology resources. *Metropolitan Preparatory Academy* has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its E-mail and word processing systems), monitoring sites visited by associates on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users. Further, *Metropolitan Preparatory Academy* may exercise its right to monitor its computer system for any reason and without the permission of any associate.

Associate use of *Metropolitan Preparatory Academy* computer system constitutes consent to all the terms and conditions of this policy. Even if associates use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from *Metropolitan Preparatory Academy* computers is not assured. Use of passwords or other security measures does not in any way diminish *Metropolitan Preparatory Academy* right to monitor and access materials on its system, or create any privacy rights of associates in the messages and files on the system. Any password used by associates must be revealed to *Metropolitan Preparatory Academy* as files may need to be accessed by *Metropolitan Preparatory Academy* in an associate's absence or for any other reason that *Metropolitan Preparatory Academy* in its discretion deems appropriate. Further, associates should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.

Therefore, associates should not have an expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though *Metropolitan Preparatory Academy* has the right to retrieve, read and delete any information created, sent, received or stored on its computer system,

E-mail messages should still be treated as confidential by other associates and accessed only by the intended recipient. Associates are not authorized to retrieve or read any E-mail messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of a supervisor.

Professional Use of Computer System Required

Associates are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on *Metropolitan Preparatory Academy* letterhead. Because E-Mail and computer files may be subject to discovery in litigation, associates are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the associate or *Metropolitan Preparatory Academy* if disclosed in litigation or otherwise. Finally, associates may not send unsolicited e-mail to persons with whom they do not have a prior relationship absent the express permission of their supervisor.

Offensive and Inappropriate Material

Metropolitan Preparatory Academy policy against discrimination and harassment, sexual or otherwise, applies fully to *Metropolitan Preparatory Academy* computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in *Metropolitan Preparatory Academy* computers. Associates encountering or receiving this kind of material should immediately report the incident to the Human Resources Department.

Metropolitan Preparatory Academy may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by *Metropolitan Preparatory Academy* networks. Notwithstanding the foregoing, *Metropolitan Preparatory Academy* is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Associates who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to *Metropolitan Preparatory Academy* blocking software.

Solicitations

Metropolitan Preparatory Academy computer system (including, without limitation, its E-Mail system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job related solicitations. Approval from a supervisor is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Associates may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of a supervisor.

Games and Entertainment Software

Associates may not use an *Metropolitan Preparatory Academy* Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Associates may not transmit information over the Internet or through e-mail that is confidential or proprietary. Associates are referred to *Metropolitan Preparatory Academy* "Confidential Nature of Work" policy, contained herein, for a general description of what *Metropolitan Preparatory Academy* deems confidential or proprietary. When in doubt, associates must consult their immediate supervisor and obtain approval before transmitting any information which may be considered confidential or proprietary.

Copyrights and Trademarks

Metropolitan Preparatory Academy computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from a supervisor. Associates, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Further, any *Metropolitan Preparatory Academy*-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of *Metropolitan Preparatory Academy*, associates posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of *Metropolitan Preparatory Academy*."

Maintenance and Security of System

Associates must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, associates should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, associates accessing the Internet through a computer attached to *Metropolitan Preparatory Academy* network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to *Metropolitan Preparatory Academy* network. In addition, files obtained from sources outside *Metropolitan Preparatory Academy*, including disks brought from home; files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage *Metropolitan Preparatory Academy* computer network.

Associates should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-*Metropolitan Preparatory Academy* sources, without first scanning the material with *Metropolitan Preparatory Academy*-approved virus checking software. If you suspect that a virus has been introduced into *Metropolitan Preparatory Academy* network, notify technology personnel immediately.

Violations of Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of Policy

Metropolitan Preparatory Academy reserves the right to modify this policy at any time, with or without notice. In particular, *Metropolitan Preparatory Academy* may require associates to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgment

Associates acknowledge this policy by signing the receipt of this handbook.

9.2 EMPLOYER INFORMATION AND PROPERTY

The protection of *Metropolitan Preparatory Academy* business information, property and all other *Metropolitan Preparatory Academy* assets are vital to the interests and success of *Metropolitan Preparatory Academy*. No *Metropolitan Preparatory Academy* related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of *Metropolitan Preparatory Academy*) may, therefore, be removed from *Metropolitan Preparatory Academy* premises or disclosed to without permission from the Chief Executive Officer.

In addition, when an associate leaves *Metropolitan Preparatory Academy*, the associate must return to *Metropolitan Preparatory Academy* all *Metropolitan Preparatory Academy* related information and property that the associate has in his/her possession, including without limitation, documents, roll books, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary or legal action.

9.3 INTERNAL INVESTIGATIONS AND SEARCHES

From time to time *Metropolitan Preparatory Academy* may conduct internal investigations pertaining to security, auditing, or work-related matters. Associates are required to cooperate fully with and assist in these investigations if required to do so. Whenever necessary, in *Metropolitan Preparatory Academy* discretion, associates' work areas (*i.e.* desks, file cabinets, lockers, etc.) and personal belongings (*i.e.* brief cases, handbags, etc.) may be subject to a search without notice. Associates are required to cooperate. Because even a routine search for *Metropolitan Preparatory Academy* property might result in the discovery of an associate's personal possessions, all associates are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to *Metropolitan Preparatory Academy*.

Metropolitan Preparatory Academy will generally try to obtain an associate's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

9.4 CELL PHONE POLICY

Metropolitan Preparatory Academy will provide cell phones to various individuals based on need. The cell phone is the property of the *Metropolitan Preparatory Academy* and should be cared for. If the device is broken or damaged by the associate, the amount to replace the device will be deducted from the paycheck of that associate. This device is provided to you to ensure that you are reachable by other *Metropolitan Preparatory Academy* personnel for any *Metropolitan Preparatory Academy* matter during business and off-business hours. To get specifics regarding your plan, please refer to the Property Use Authorization form. The cell phone must be returned to *Metropolitan Preparatory Academy* upon termination of employment, no matter the reason for leaving *Metropolitan Preparatory Academy*. If the device is not returned, its replacement cost will be deducted from the final paycheck.

9.5 SAFETY

The management of *Metropolitan Preparatory Academy* is committed to providing the resources and manpower necessary to develop, implement, and administer a safety program for the protection of its associates. All management personnel and associates are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of our safety program will be conducted by management to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor, Principal, Assistant Principal or School Operations Manager. If you or another associate is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Associate's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Safety Rules

1. Smoke only in approved areas.
2. Horseplay and fighting will not be tolerated in the workplace.
3. Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your

immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly if you drive a vehicle on company business.

4. Report all work related injuries to your supervisor immediately.
5. Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.
6. Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
7. Operate equipment only if you are trained and authorized.
8. If you do not understand your job assignment, ask your supervisor for help.
9. Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.
10. Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
11. If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
12. If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.
13. Follow recommended work procedures outlined for the job including safe work methods.
14. Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.
15. Report any smoke, fire, or unusual odors to your supervisor.
16. Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
17. Never attempt to catch a falling object.
18. Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
19. Know and follow departmental rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
20. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.

Associates who do not comply with these safety rules may be subject to disciplinary action and may be considered undesirable for continued employment with *Metropolitan Preparatory Academy*.

9.6 NO SOLICITATION/DISTRIBUTION POLICY

Non-associate visitors have a limited right of access to *Metropolitan Preparatory Academy* facilities. Visiting parents/guardians and other non-associate visitors who are not on *Metropolitan Preparatory Academy* property for purposes directly related to their children's education should report to the Principal or Business Office and will only be allowed visitation for purposes of proper sales or maintenance and repair. Exceptions to this policy can be obtained only through administrative approval to non-associate representatives of a limited number of charitable nonprofit organizations. Associates may not engage in solicitation or in the

distribution of literature during working time in working areas. Working time means the period scheduled for the performance of job duties, not including meal times, break times, or other periods when associates are properly not engaged in performing work-related duties. Associates on their meal times break times, or other non-working times may not solicit or distribute literature to other associates during the working time of such associates. However, only those management associates designated by *Metropolitan Preparatory Academy*, may post material on, or remove material from, official electronic school boards, or in public display areas on the property.

9.7 FEE AND CASH COLLECTION

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Principal and the Finance Department. The Operations Manager will supervise the collection of all fees and will be responsible for managing the receipts with the Finance Department. Teaching staff and students are not permitted to do fundraising or fee collection; rather, all financial transactions should be coordinated with the Operations Manager and Finance Department. Teachers and staff are not permitted to conduct personal sales or fundraising (such as Avon, bath/beauty products, etc). Cash and/or checks should not be stored or locked in staff offices or desks.

9.8 TUITION ASSISTANCE

Please see the Operations Manager for guidance regarding Tuition Assistance.

9.9 NEPOTISM

Metropolitan Preparatory Academy permits the employment of qualified relatives of associates, of the associate's household or immediate family as long as such employment does not, in the opinion of *Metropolitan Preparatory Academy*, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the associate's household.

Metropolitan Preparatory Academy will use sound judgment in the placement of related associates in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no associate is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related associates may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members. Associates who marry while employed, or become part of the same household are treated in accordance with these guidelines.
Any exceptions to this policy must be approved by the Principal.

9.10 VIOLENCE IN THE WORKPLACE

Metropolitan Preparatory Academy has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect *Metropolitan Preparatory Academy* or which occur on *Metropolitan Preparatory Academy* property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at *Metropolitan Preparatory Academy* or to create a hostile, abusive, or intimidating work environment for one or several associates. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on *Metropolitan Preparatory Academy* premises, regardless of the relationship between *Metropolitan Preparatory Academy* and the parties involved. All threats or acts of violence occurring off *Metropolitan Preparatory Academy* premises involving someone who is acting in the capacity of a representative of *Metropolitan Preparatory Academy*. Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy *Metropolitan Preparatory Academy* property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Metropolitan Preparatory Academy's prohibition against threats and acts of violence applies to all persons involved in *Metropolitan Preparatory Academy* operation, including but not limited to personnel, contract, and temporary workers and anyone else on *Metropolitan Preparatory Academy* property. Violations of this policy by any individual on *Metropolitan Preparatory Academy* property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All associates are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors.

9.11 BUILDING SECURITY

All associates who are issued keys to the office are responsible for their safekeeping. These associates will sign a Building Key Disbursement form upon receiving the key. The last associate, or a designated associate, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Associates are not allowed on Company property after hours without prior authorization.

9.12 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of *Metropolitan Preparatory Academy*. No associate whose regular duties do not include purchasing shall incur any expense on behalf of *Metropolitan Preparatory Academy* or bind *Metropolitan Preparatory Academy* by any promise or representation without written approval.

9.13 EXPENSE REIMBURSEMENT

Expenses incurred by an associate must have prior approval by a supervisor. Reimbursements under \$25.00 will be included in the associate's next regular paycheck. An example of such an expense would include mileage. If the amount is more than \$25.00, the reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Finance Director.

9.14 PARKING

Associates must park their cars in areas indicated and provided by the *Metropolitan Preparatory Academy*.

9.15 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with parents and visitors. Associates should be well groomed and dressed appropriately for our business and for their position in particular. The following items are considered inappropriate working attire for *Metropolitan Preparatory Academy*:

-
-
-
-
-

If management occasionally designates "casual days," appropriate guidelines will be provided to you. Consult your supervisor if you have any questions about appropriate attire.

Appendix A – Conflict of Interest Policy

Article I: Purpose

This conflict of interest policy is designed to foster public confidence in the integrity of Church Hill Preparatory Academy (the “School”) and to protect the School’s interest when it is contemplating entering a transaction (defined below) that might benefit the private interest of a director, a corporate officer, the top management or top financial official, or a key associate (defined below).

Article II: Definitions

The following are considered *insiders* for the purposes of this policy:

1. Each member of the board of directors.
2. The president, chief executive officer, chief operating officer, treasurer and chief financial officer, principal, each member of the board of directors on staff, staff directors and each or any person with the responsibilities of any of these positions (whether or not the person is an officer of the School under the organization’s Bylaws and the Commonwealth’s Code).
3. Any *key associate*, meaning an associate who (a) has responsibilities or influence over the School similar to that of officers, directors, or trustees; **or** (b) manages a program that represents 10% or more of the activities, assets, income, or expenses of the School; **or** (c) has or shares authority

to control 10% or more of the School's capital expenditures, operating budget, or compensation for associates.

Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the School, a sale, loan, or exchange transaction with the School.

A *conflict of interest* is present when, in the judgment of the board of directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the School.

Transaction means any transaction, agreement, or arrangement between an insider and the School, or between the School and any third party where an insider has an interest in the transaction or any party to it. "Transaction does not include compensation arrangements between the School and a director, officer, or other insider that are wholly addressed under the School's Compensation Policy."

Article III: Procedures

1. Duty to Disclose

Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.

2. Determining Whether a Conflict of Interest Exists

With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided in Article IV below.

3. Procedures for Addressing a Conflict of Interest

The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the School's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

Article IV: Review by the Board

The board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the board shall determine whether the transaction is in the School's best interest, for its own benefit, and whether it is fair and reasonable to the School; the majority of disinterested members of the board then in office may approve the transaction.

Article V: Records of Proceedings

The minutes of any meeting of the board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

Article VI: Annual Disclosure and Compliance Statements

Each director, each corporate officer, the Principal, the top financial official, and each key associate of the School, shall annually sign a statement on the form attached, that:

- affirms that the person has received a copy of this conflict of interest policy, has read and understood the policy, and has agreed to comply with the policy; and
- discloses the person's financial interests and family relationships that could give rise to conflicts of interest.

Article VII: Violations

If the board has reasonable cause to believe that an insider of the School has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the board determines that the insider has failed to disclose an actual or possible conflict of interest, the board shall take appropriate disciplinary and corrective action.

Article VIII: Annual Reviews

To ensure that the School operates in a manner consistent with its status as an organization exempt from federal income tax, the board shall authorize and oversee an annual review of the administration of this conflict of interest policy. The review may be written or oral. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

(Policy continued on next page)

METROPOLITAN ACADEMY PREPARATORY ACADEMY

**CONFLICT OF INTEREST POLICY:
ACKNOWLEDGMENT AND FINANCIAL INTEREST DISCLOSURE STATEMENT**

The Church Hill Preparatory Academy (the "School") follows a conflict of interest policy designed to foster public confidence in our integrity and to protect our interest when we are contemplating entering a transaction or arrangement that might benefit the private interest of a director, a corporate officer, our top management official and top financial official, or any of our key associates.

Part I. Acknowledgment of Receipt

I hereby acknowledge that I have received a copy of the conflict of interest policy of [Name], have read and understood it, and agree to comply with its terms.

Signature

Date

Part II. Disclosure of Financial Interests

We are required annually to file Form 990 with the Internal Revenue Service, and the form we file is available to the public. To complete Form 990 fully and accurately, we need each officer, director and key associate to disclose the information requested in this Part II.

A “conflict of interest,” for purposes of Form 990, arises when a person in a position of

Part II Please check ONE of the following boxes:

My interests and relationships have not changed since my last disclosure of interests. [Proceed to signature block below. Do not complete the tables.]

OR

I hereby disclose or update my interests and relationships that could give rise to a conflict of interest: [Complete the table below. Use additional pages as needed.]

Family Relationships	Names of those presenting a potential conflict of interest
Include spouse/domestic partner, living ancestors, brothers and sisters (whether whole or half- blood), children (whether natural or adopted), grandchildren, great grandchildren, and spouses/ domestic partners of brothers, sisters, children, grandchildren, and great grandchildren	

Type of interest	Description of interest that could lead to a conflict of interest
Transactions or arrangements with the School	
Transactions or affiliations with other nonprofit Schools	
Substantial business or investment holdings	
Transactions or affiliations with businesses not listed above	

authority over an School, such as an officer, director, or key associate, may benefit

financially from a decision he or she could make in such capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

Conflict of Interest: Definition and Examples

A conflict of interest is generally defined as a situation in which someone has differing or competing professional or personal interests, and do not necessarily have to involve monetary interests. Examples of conflicts of interest include:

- being a charter school trustee of more than one charter school at the same time;
- being paid by a charter school as an associate or contractor while serving as a school trustee;
- being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and
- being a charter school trustee while your spouse's company or employer is doing business with the charter school.

In many cases, conflicts can be waived as long as the trustee discloses the interests to the school board and recuses him or herself from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

Appendix B – Performance Evaluation Process

Appendix C – Recruitment and Hiring Policy

Introduction

Human resources management is the process through which we attract, train, motivate, evaluate, compensate and retain our important people---the faculty, staff and administrators who run the programs that educate and support our students.

The School's leadership team aims to build and judiciously maintain a human resource management system that meets the requirements of the law. Also, we aim for personnel policies and practices which are based on a commitment to fair and just treatment of staff toward creating a work environment that supports our mission and encourages our associates to develop and thrive.

By law, our charter school must employ or contract with necessary teachers, who hold valid licenses to perform the particular service for which they are employed in the school. The charter school's state aid may be reduced if the school associates a teacher who is not appropriately licensed. The school may employ necessary associates who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The school may discharge teachers and non-licensed associates.

Board Responsibilities

The Board is responsible for setting policy in areas related to human resources management, including policies governing salaries and salary schedules, terms and conditions of employment, fringe benefits, leave, and in-service training. The Board hires the Principal and delegates to him the tasks of recruiting, hiring, evaluating, promoting, and disciplining staff (in accordance with established board policy).

Recruitment and Hiring

Initial candidate screening will be performed by a hiring committee of three or more people, to insure input from multiple stakeholders. Our committee might include, for example, the Director, teacher(s), parent(s), and student(s). The hiring committee vets out the strongest candidates for the interview process.

The hiring process will be designed to ensure that staff is identified no later than June. However, during the start-up year, and when future budgets allow, we will hire staff several months before the summer university begins, allowing them adequate time to prepare. To accomplish this, the hiring process will begin in January annually.

The hiring committee will create and update the position descriptions; post and/or advertise the position (all advertisements must include an EEO statement: Metropolitan Preparatory Academy *is an equal opportunity educator and employer*); receive and screen applications; schedule, plan and assist with applicant interviews; check references; and participate in making hiring decisions.

Position Descriptions

Our human resource management decisions are “job-centered.” The Principal will oversee the design of position descriptions which clarify the responsibilities of a job, and the necessary skills, knowledge, and experience for successful job performance. The position description parameters will be the basis for all recruitment, hiring, training, performance appraisal, and disciplinary decisions.

The position descriptions are “living documents.” As such, the documents will be subject to review and revision, at a minimum, annually, as a standard part of the associate evaluation process. In this way, all position descriptions remain current, as job responsibilities change.

Collectively, individual position descriptions within our organization will fit together like a mosaic, creating a complete picture of staffing needs. Every critical task associated with operating the school should appear on at least one person's position description.

Receiving and screening applications

All applicants should be sent an acknowledgement letter, via email, confirming receipt of applications. This practice communicates a level of professionalism that can help build a reputation for the school that may be helpful in attracting quality applicants in the future. The hiring committee will utilize the school's standard screening tool to decide which candidates will be invited for an interview.

Interviews

Once the hiring committee has selected applicants to interview, it will prepare a list of interview questions for the candidates. The interview questions should garner more information about the candidates' knowledge, skills, attitude toward learning, and other important qualifications. The committee may select from a list of its standard interview questions, and additional questions which will help the team make an informed hiring decision.

Please note, Federal, state and local civil rights laws prohibit questions related to protected classes. The following are protected classes:

- Race/color/nationality/ethnicity
- Gender
- Religion
- Age
- Disability
- Marital status

- Political affiliation
- Sexual orientation

Candidates will potentially undergo at least two interviews, an initial screening interview---likely via teleconference or audio-visual conferencing, and a later, more in-depth interview. The hiring committee will conduct the initial interviews and the hiring manager and Principal and possibly one or more directors will conduct subsequent director interviews with finalists. Use the same general questions with all applicants.

After the second interview, a member of the committee will visit each candidates' classroom (if the teacher is working locally) to observe. The finalist(s) will be invited to guest-teach for a small portion of the day.

Check references and credentials

Reference checking will be done between first and second interviews. Secure permission from applicants to check references.

Reference questions should be job related and consistently applied. Talk with references that have actual first-hand knowledge of the applicant's job performance.

Verify necessary professional licensure before making an offer. Criminal background checks must also be completed before actual hiring. Applicants will be told that their employment is contingent upon the outcome of background checks and must sign a consent form.

The hiring decision

The hiring committee will have input in the hiring decision. The hiring manager and Principal will have the ultimate responsibility for hiring decisions, choosing the candidate who most closely meets the requirements of the job and other hiring criteria. Committee members will provide feedback in written recommendations.

Record-keeping

Applications, interview notes, postings and advertisements and other supporting documentation should be done electronically and will be retained for one year after the hiring decision is made.

The employment contract

Job offers will be made via written contract. The employment contract will be binding. The contract or “offer letter” will include the position title, salary, days of work, benefits, leave policy, and other pertinent employment information.

“At-will” Employer

The School is an “at-will” employer. This means that employment is based on mutual consent between the school and the associate. Either party has the right to terminate the employment relationship at any time, with or without cause or advance notice.

Orientation and Induction

Every new associate will receive electronic copies of their position description and a staff handbook that contains board policies related to their employment. Associates must sign a confirmation form indicating that they have received and read the policies.

Payroll Forms

New associates must complete forms necessary for payroll (W-4), Employment Eligibility Verification (Form I-9), retirement benefits (PERA and TRA), and other associate benefits. As a U.S. employer, the School is required by law to complete and retain a Form I-9 (Employment Eligibility Verification) for each associate. This includes citizens and non-citizens. On the form, the employer must verify employment eligibility and the identity documents presented by the associate.

Orientation

New associates will participate in an Orientation session. The session will cover the associate performance appraisal system, school history and school culture.

Appendix D – Staff Training and Development Policy

Appendix E**Associate Handbook Acknowledgment**

I acknowledge that I have received a copy of *Metropolitan Preparatory Academy* Associate Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor or the Human Resource Manager. I understand that, except as otherwise provided in a contract of employment signed by the Chief Executive Officer, *Metropolitan Preparatory Academy* is an “at will” employer and as such employment with *Metropolitan Preparatory Academy* is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of *Metropolitan Preparatory Academy* (except the Principal) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Handbook states *Metropolitan Preparatory Academy* policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with *Metropolitan Preparatory Academy* for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time. Please sign and date this receipt and return it to the Executive Administrative Assistant.

Date: _____

Signature: _____

Print Name: _____

Attachment D

Supplemental Documents on Two Criteria
Sent to Charter School Committee:

- 1) Economic Soundness
- 2) Management and Operation

December 11, 2013

Prepared by:
Metropolitan Preparatory Academy
Richmond, Virginia

VBOE COMMENT/QUESTION	RESPONSE	RESPONSE DATE/Document Reference & Attachments
	<p>1.) The Board asked us to resubmit to the Committee responses to the concerns raised by the Committee that led to a negative vote in the areas of Economic Soundness and Management & Operations. Here is our response.</p>	
<p>Section XII. Management & Operation, 12.1Discussions with District</p> <p>New Developments:</p>	<p>District. In September, our team participated in an informational meeting with RPS interim superintendent, Dr. Lewis, regarding Human Resources options for charters. Recently, we have also met with Councilman Chris Hilbert and school board member Tichi Eppes. We have an upcoming meeting on December 14 with councilwoman Micelle Mosby.</p>	<p>12/10/2013</p>
<p>Section XII. Management & Operation, 12.2 Oversight Functions of School Leadership</p> <p>New Developments:</p>	<p>Board of Directors. Our Board has met weekly since June via teleconference. Board members are contributing to strategic planning; attending community stakeholder meetings; scouting potential sites for the school; collecting support letters; rallying potential investors for our capital campaign. The Board’s Legal Advisor has assumed responsibility for leading governance training.</p> <p>Administrators. We have added K-12 Administrator experience to our team. David Hudson, Principal of Holton Elementary School (recently honored by Michelle Obama), joined the governing board in October. J. Austin Brown, principal of Richmond Community High School, has joined the Advisory Board. [His school has consistently been ranked as a U.S. News & World Report Gold or Silver Medal school.] The administrators completed a technical review of the charter school program and budget, and have affirmed the application. We have adopted most of their recommendations.</p>	<p>12/10/2013</p>

	<p>Advisory Board. The Advisory Board has grown to 7 members and now includes Kelvin Hanson, a local real estate developer; Perrin Reid, chief of staff to the Chancellor for the Los Angeles Community College System; and Ginger McKnight-Chavers, a New York author and attorney with experience in nonprofit, corporate, and entertainment law, and nonprofit fundraising experience.</p>	
<p>Section XII. Management & Operation, 12.3 Support Services Funding & Delivery New Development:</p>	<p>Food Service Contract. RPS School Nutrition Services has furnished a sample charter school agreement with estimated fees. The estimates have been incorporated into the 3-Year Budget.</p>	<p>12/10/2013</p> <p>*See 3-Year Budget, "Transportation & Food Service", Note 48.</p> <p>*Also see excerpt from the Sample Agreement attached.</p>
<p>Section XIII. Employment Terms & Conditions, 13.6 Staffing Chart & Staffing Plan Q: Adequate budget for staffing?</p> <p>Reference: Charter Committee Hearing</p>	<p>Staffing Cost. Staffing estimates are adequate and comprehensive, taking into account each core course, each elective, and required student-teacher ratios per the Virginia SOQ for the first 3 years. The staffing estimate includes administrators, faculty, and support staff – full-time and part-time.</p> <p>Salary estimates are based on state averages, and are at the high-end across the board, as confirmed by administrator review. The budget is based on a single, high-end salary for each position. RPS Human Resources confirmed that the instructor salary estimate used for budgeting purposes is higher than the standard entry-level pay for an RPS teacher with a graduate-level degree and would be very competitive for experienced instructors in the Richmond area.</p> <p>Each program component is accounted for in the staffing estimate. Elective course offerings are limited for the first 7 years. The staffing budget for the</p>	<p>12/10/2013</p> <p>*See response below addressing "CTE in the out years" below.</p> <p>*Org Charts Years 1, 2, 3</p> <p>*Staffing Years 1 – 3 Schedule</p> <p>*3-Year Budget, General Administration &</p>

	<p>Summer School program appears separately [See 3-Year Budget, Supplemental Instructional Programs & Services]. Dual-enrollment courses will be taken through community colleges, and therefore will not require on-site instructors.</p> <p>The Afterschool program, run by administrators (rotating) and part-time tutors with a target 20:1 student-instructor ratio, is budgeted. [See General Administration & Support, Part-Time Salaries & Wages]. Cognitive training is incorporated into the health curriculum, and taught by the P.E. instructor/school nurse.</p> <p>Courses for the Career Pathways program in the “out years” will be primarily off-site dual enrollment courses. See “CTE in the out years” below. The staffing estimates and budgets were reviewed by school administrators.</p> <p>Finally, based on administrator recommendations, we have consolidated 3 administrator positions into part-time Administrator/part-time Teacher roles. The three administrators would each instruct a core course.</p>	<p>Support, “Salaries & Benefits”</p>
<p>Section XIII. Employment Terms & Conditions, 13.6 Staffing Chart & Staffing Plan Q: Who would be the Employer of charter school staff?</p> <p>Reference: Charter Committee Hearing</p>	<p>Employer. It is probable that RPS will be the employer - based on recent discussion with the RPS interim superintendent - due to the relative cost effectiveness and management feasibility. We will explore the matter further after filing the application with the District.</p>	<p>12/10/2013</p>
<p>Section VI. Educational Program, 6.1 Synopsis and 6.1 Performance Data</p>	<p>Technology Cost. The 3-Year Budget includes an estimate for each technological feature of the program. The pricing estimates were obtained via</p>	<p>12/10/2013 *See 3-Year Budget, Supplemental</p>

<p>Q: Are technology components included in budget?</p> <p>Reference: Charter Committee Hearing</p>	<p>online sources or sales representatives. [See 3-Year Budget, Supplemental Instructional Programs and Services, “Cast/UDL, ACT, etc.”]</p> <p>The cost for Cast/UDL includes staff training. Several technological tools i.e. the AP exams, and ACT Aspire and ACT Engage assessments, and SAT Subject testing are priced “per assessment”. Others are priced “per user”, i.e. SRA Number Worlds and My Reading Lab. The Pearson Data Solution carries a one-time package price with an additional annual fee for updates. More detail is available upon request.</p> <p>The computers for teachers and students are priced at market for low-end computers fully-loaded with the Microsoft operating system, Word, Excel, etc. [See 3-Year Budget, Technology and Library Programs, “Computers”.]</p>	<p>Instructional Programs and Services, “Cast/UDL, ACT, etc.”</p> <p>*See also 3-Year Budget, Technology and Library Programs, “Computers”</p>
<p>Section XI. Economic Soundness, 11.2 3-Year Budget</p> <p>Q: Does Budget include provisions for site retrofit for (1) elementary to middle/high conversion? (2) ADA Compliance? (3) Edspec improvements?</p> <p>Reference: Charter Committee Hearing</p>	<p>Retrofit Cost. We are flexible with respect to location. The District has several surplus properties, one of which is a single-story property newly renovated in 2011 and would, according to RPS COO guidance, only require the age-conversion retrofit to open. For our purposes, educational programming is controlling. Hence, we will select a facility that fits our strategic financial plan. While a permanent space would be ideal, we are also open to the possibility of a move after year 1 to accommodate program growth. The strategic academic and financial plans are determinant.</p> <p>Our 3-Year Budget has been revised to include estimates for leasehold improvements based on building tours of two recently closed elementary school properties, and guidance from RPS Chief of Operations Office. The estimate includes “edspec” facilities improvement assessments per the “2013 RPS Facilities Infrastructure Assessment FY 2014-2018”, as well as estimates for the conversion from elementary to middle/high school specifications required for any facility.</p>	<p>12/10/2013</p> <p>*See 3-Year Budget, Facilities, “Renovation”</p>

	2.) Additionally, the Board asked us to resubmit to the Committee responses to the concerns raised by the Board during the November Board meeting. Here are those questions and our responses.	
<p>Section VI. Educational Program, 6.10</p> <p>Q: Process for identifying students for special education?</p> <p>Reference:11/21/2013, VBOE Meeting</p>	<p>Special Education student identification. In compliance with IDEA, Section 504, the Virginia Regulations for Accreditation, and Regulations Governing Special Education Programs for Children with Disabilities in Virginia, especially 8VAC20-81-50, the charter school will have as a focus the early identification and evaluation of students with disabilities.</p> <p>The charter school’s Success Services Manager will oversee and direct special education programming to ensure alignment with federal, state, and local laws, policies, and procedures. The Success Services Manager’s time will be allocated exclusively to the administration of special education programming; the role will be exempt from teaching obligations.</p> <p>We have connected with Richmond Public Schools Exceptional Education Services Office and have been provided a copy of the local Exceptional Education policy. If our charter is approved, we affirm that the school will follow the “Policies and Procedures Required for Implementation of Special Education Regulations in Virginia’s Public Schools”, the state Regulations Governing Special Education Programs for Children with Disabilities, and other related federal and state laws and regulations. Governing Board members and school staff will receive appropriate training, and will be expected to follow federal and state laws and regulations, and RPS policy.</p>	<p>12/10/2013</p> <p>Attachment: *RPS Exceptional Education Policy (excerpt) [Complete policy available at request.]</p>
<p>Section VI. Educational Program, 6.10</p> <p>Q: Funding for special education services.</p> <p>Reference:11/21/2013, VBOE Meeting</p>	<p>Special Education services funding. Based on our review of RPS data, discussions with similar charter schools, and the advisement of the local school principals on our team, we estimate that approximately 20% of students generally require special education and related services as defined by IDEA and Section 504.</p> <p>Based on the 20% assumption, the charter school’s 3-Year Budget includes estimates of \$120,000, \$240,000, \$360,000 for anticipated costs of comprehensive special education services in years 1, 2, and 3 respectively. The charter school’s estimated budgets for special education services are consistent with RPS pro rata and per capita levels per the 2013 RPS Annual Report. The charter school’s special education</p>	<p>12/10/2013</p> <p>Attachment: *Charter School 3-Year Budget and related schedules</p>

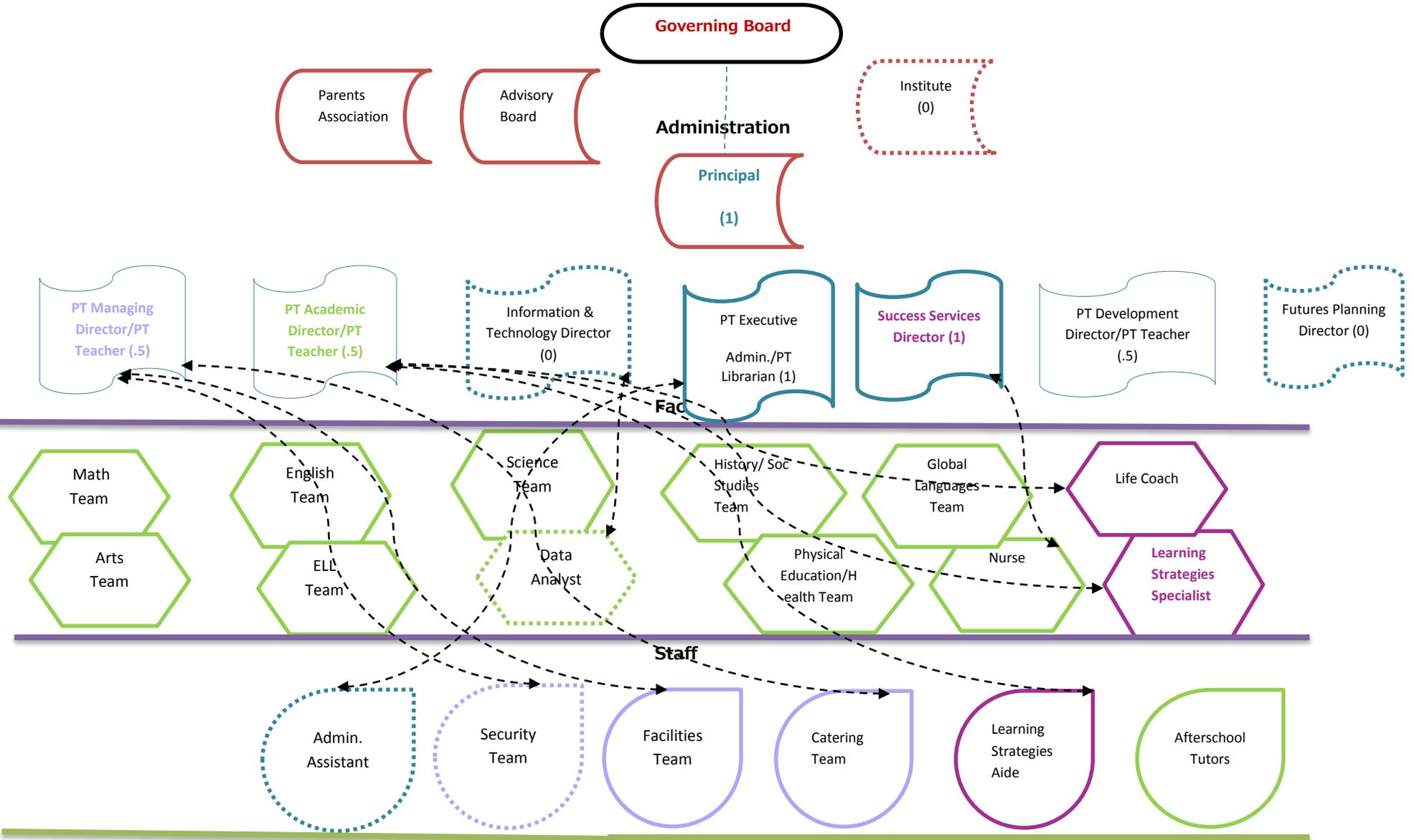
	<p>services funding estimates have also been reviewed and affirmed by two local school principals from our team. See 3-Year Budget, Special Education Services, Contracted Services, Note 16.</p> <p>Please note that, with presentations of financial information and other data, estimates and assumptions throughout the application are based on available information as of the date of the presentation. We understand our obligations to identify special education students, provide required services, and to follow IEP plans in place.</p>	
<p>Section XI. Economic Soundness, 11.2</p> <p>Q: Potential impact of local VRS cost increases on program.</p> <p>Reference:11/21/2013, VBOE Meeting</p>	<p>VRS. Based on a review of the 2013 RPS Annual Report, the pro rata estimate of benefits at 30% of salaries, as estimated for the school’s 3-Year Budget, is consistent with the RPS data, taking into consideration the latest VRS increases. We acknowledge that VRS cost increases may impact school budget estimates directly and indirectly. We are prepared to adjust budget estimates as needed and in a fiscally responsible manner. (Please see the 3-Year Budget, General Administration and Support, Salaries, Wages & Benefits, Note 39.)</p> <p>In extension of the strategic financial plan, our governing board will consider the possibility of future VRS increases. Possible fiscal adjustments aside from raising additional capital, include postponing the hiring of additional administrators, cancelling annual cost-of-living increases, extending instructor job duties to encompass staffing the Afterschool Enrichment program on rotation (eliminating/reducing the part-time Afterschool staff); maintaining the 3 part-time administrator/part-time teacher responsibilities beyond year 3.</p>	<p>12/10/2013</p> <p>Attachment:</p> <p>*Charter School 3-Year Budget and related schedules</p>
<p>Section XII. Management & Operation, 12.2 Oversight</p> <p>Q: Risks?</p> <p>Reference:11/21/2013, VBOE Meeting</p>	<p>Risks. Our charter school will be subject to many of the same risks as other public schools. However, we recognize that the quasi-independent nature of charter schools subjects them to greater risk for closure in the event of major adverse events.</p> <p>Consequently, in lieu of a traditional insurance firm, if our charter is approved, we will contract a firm with Risk Management expertise to assess our risk exposures. To further mitigate risk, we will incorporate a Risk</p>	

	Management component in the Strategic Plan. Additionally, we will task the team's Managing Director with internal responsibility for Risk Management.	
	3.) Finally, the Board raised four additional questions. Here are those questions, and our responses.	
<p>Section XIII. Employment Terms and Conditions, 13.6 Staffing Chart & Staffing Plan</p> <p>Q: Concerns about teacher staffing assumptions.</p> <p>Reference:VBOE email, 11/21/2013</p>	<p>Staffing levels. Estimated staffing levels for all courses comply with the Virginia SOQ. Key assumptions are: (a) 3 administrators will each serve as part-time instructors for 1 core course each; (b) each class of 100 students will be divided into 5 teams ("packs") of 20; (c) student-teacher ratio targets require we offer two sections of each of the four core courses daily. The estimated student-teacher ratio for core classes, then is 20:1. See Bell-Pack schedules attached].</p> <p>The Year 1 Exploratory Global Language/Culture course, Health/PE, Band, and the Arts Elective classes are seminar-style courses taught via teams which include a lead teacher (responsible for overall course planning and coordination) and 2 or more part-time co-teachers (licensed instructors, adjunct professors, or provisionally-licensed instructors). Estimated Year 1 student-teacher ratios for those 4 courses are approximately 25:1.</p>	<p>12/10/2013</p> <p>Attachments: *Org Charts 1, 2, 3 *Staffing Years 1 – 3 *Bell-Pack Schedules, Grades 6, 7, 8</p>
<p>Section XI. Economic Soundness, 11.2</p> <p>Q: Will retrofitting projects trigger ADA compliance issues?</p> <p>VBOE email, 11/21/2013</p>	<p>ADA Compliance. We understand that retrofitting projects may affect ADA compliance issues and we will take this under consideration during site selection. The charter school is committed to complying with all state, federal, and local mandates related to disability laws, and will coordinate with the RPS Americans with Disabilities Act Office to ensure our commitment. In compliance with Section 504 and ADA Title II, all eligible students shall have access to school programs, activities, services, and facilities including, but not limited to, those areas necessary to implement individualized education programs (IEPs).</p>	<p>12/10/2013</p> <p>Attachment: * 3-Year Budget, Facilities, "Renovation & Construction" [More detail available upon request.]</p>

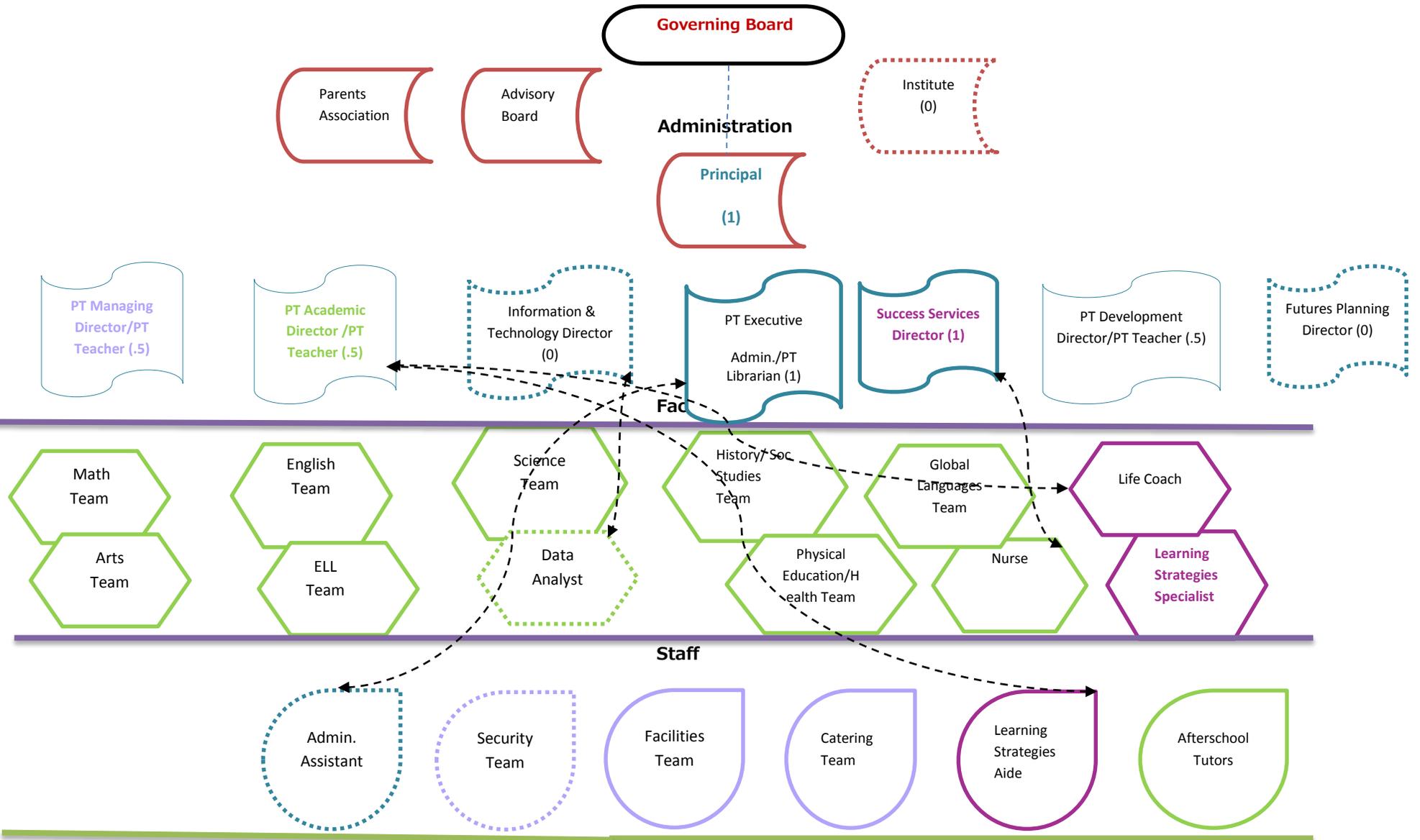
	<p>Every effort will be made to house the school in an existing - rather than a new – facility. We will ensure that all building improvements are retrofitted in compliance to standards.</p> <p>We understand that Section 504 and ADA Title II require that new or altered facilities (or the portion that is new or altered) must be readily accessible to and usable by individuals with disabilities. Our 3-Year Budget has been revised to include estimates for leasehold improvements based on building tours of two recently closed elementary school properties, and guidance from RPS Chief of Operations Office.</p>	
<p>Section VI. Educational Program, 6.1</p> <p>Q: Concern regarding CTE student-teacher ratios in the “out years”.</p> <p>Reference:VBOE email, 11/21/2013</p>	<p>CTE. To accommodate demand for CTE courses in the “out years” and ensure appropriate student/teacher ratios, we plan to leverage dual-enrollment options at community colleges.</p> <p>Our staffing plan and budget include a Futures Planning Director, to be hired concurrent with the start of year 4, who will manage CTE programming. Based on informational meetings with local school administrators on our team, the charter school could have access to an arrangement similar to that utilized by a local high school, by which students participate in courses at local community colleges, and course fees and books are funded by RPS.</p>	12/10/2013
<p>Section XIII. Employment Terms and Conditions, 13.6</p> <p>Q: Student-teacher ratios for Special Education.</p> <p>Reference:VBOE email, 11/21/2013</p>	<p>Student-Teacher Ratios. Estimated full-time special education student-teacher ratios will meet Virginia SOQ requirements, as well as special education caseload staffing requirements as specified in 8VAC20-81-340 and elsewhere in Virginia’s Regulations Governing Special Education Programs.</p> <p>The staffing strategy includes hiring highly qualified instructional staff for all full-time positions, including special education. The recruitment plan includes hiring instructors with at least dual-endorsements, including the Special Education license, for all core courses. Based on research and discussions with administrators, we</p>	<p>12/10/2013</p> <p>Attachment:</p> <p>*Staffing Years 1 – 3</p> <p>*Organizational Charts</p>

	<p>expect that the majority of exceptional education students will have the capacity to spend a substantial portion of the school day in the general classroom environment.</p> <p>Based on a review of RPS pro rata amounts per the 2013 Annual Report, and discussions with administrators at similar schools, we assume that approximately 20% of students will require special education and related services. We anticipate that related services such as speech therapy, psychological services, and occupational therapy will remain contracted services throughout the first 3 years.</p> <p>As the charter authorizer, RPS will hold the charter to compliance with federal, state, and local laws, regulations, and policies pertaining to special education and related services. After submitting our application with the district, we will coordinate with RPS Exceptional Education Services to discuss special education planning to ensure alignment of student-teacher ratios with Division policy.</p>	
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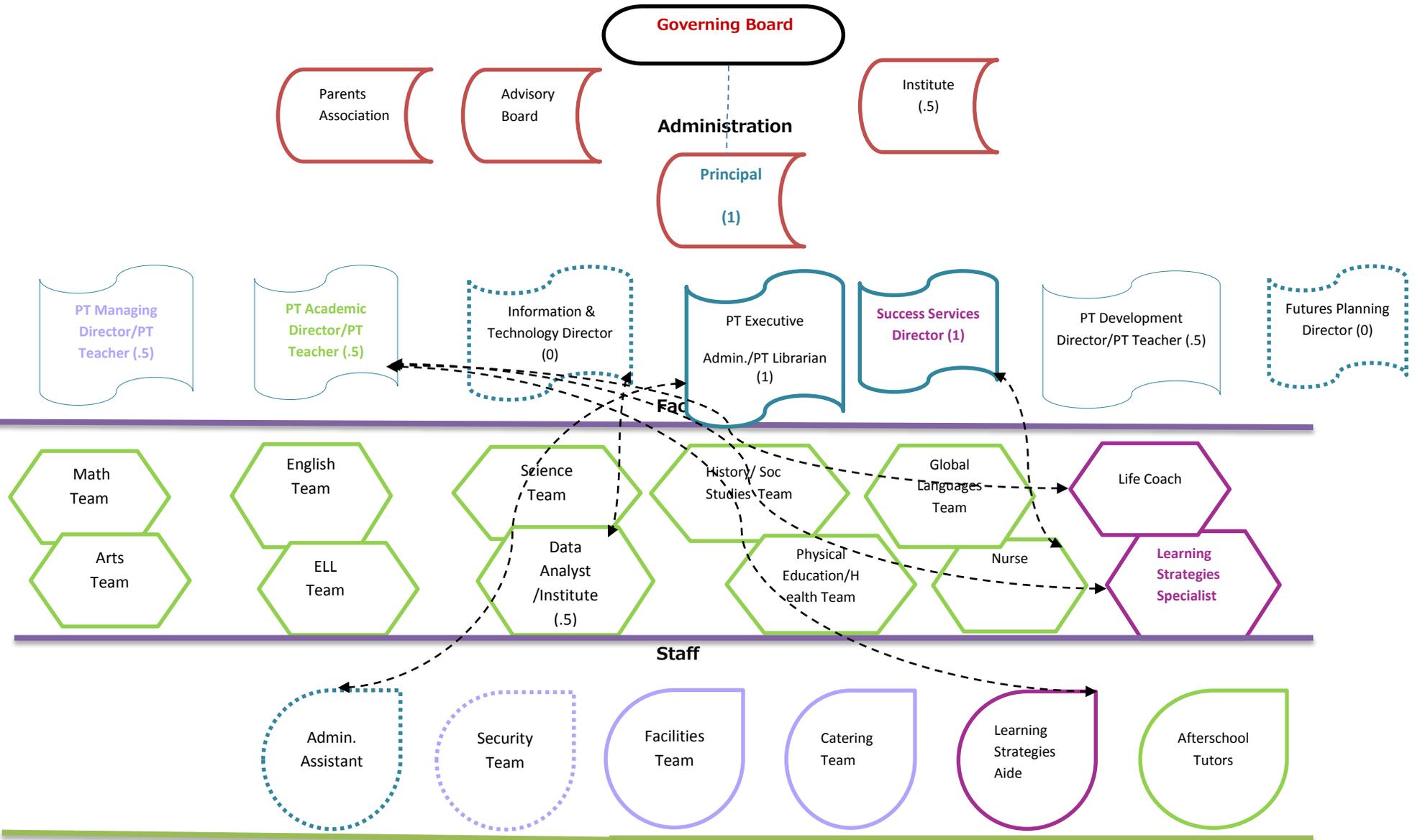
ORGANIZATIONAL CHART – YEAR 1



ORGANIZATIONAL CHART - YEAR 2



ORGANIZATIONAL CHART - YEAR 3



Organizational Chart Key:

Red border: Groups report directly to Governing Board

Blue border: Staff report directly to Principal

Green border: Staff report directly to Academic Director

Blue border: Support Staff report directly to Managing Director

Purple Border: Staff report directly to Success Services Director

Staffing:

(0,0,0,0)

1st digit => Full-time employees

2nd digit => Part-time licensed instructors/support employees

3rd digit => Tutors (part-time, paid)

4th digit => Administrators licensed/provisionally licensed to instruct content area. In most cases, serving as assistants to a lead teacher.

Success Services Director => Special Education Services Director Life Coach => Guidance Counselor

Learning Strategies Specialist => Special Education Teacher Learning Strategies Aide => Special Education Aide

Futures Planning Director => College & Career Planning

AGREEMENT TO FURNISH FOOD SERVICE

This Agreement is made and entered into by and between Richmond Public Schools, School Nutrition Services (RPS) and _____ to furnish lunch meals to the _____.

I. Meal Request and Supply

RPS agrees to supply meals, inclusive of milk, to _____ in the approximate quantities and at the rates listed herein:

<u>Meal Type</u>	<u>Estimated Daily Quantity</u>	<u>Unit Price</u>	<u>Operating Days</u>	<u>Total Cost</u>
Breakfast	<u>100</u>	<u>\$2.25</u>	<u>178</u>	<u>\$ 40,050.00</u>
Lunch	<u>100</u>	<u>\$3.75</u>	<u>178</u>	<u>\$ 66,750.00</u>

It is agreed that _____ will **pick-up meals** from Thomas Jefferson High School, 4100 W. Grace St. Richmond, VA. The lunch meals will be picked up at 11:00 A.M. each day. RPS agrees that at the time of pick up, the meals will be packaged in containers, provided by _____, in which food can be safely maintained and properly stored. RPS is not liable for the spoilage of food and/or any illness that may result from RPS' packaging of food in any containers supplied by _____.

At the time that _____ picks up each of the meals, _____ will store the meals for travel to _____ in containers commonly accepted in the food services industry as appropriate to transport food. RPS is not liable for the spoilage of any food and/or any illness that may result from _____ not packing the meals in containers commonly accepted in the food service industry as appropriate for transporting food.

_____ agrees that prior to packaging the food in its transport containers, its representative will visually inspect the condition and the amount of food delivered to determine if: (1) the meal delivery is incomplete; and/or (2) meals are delivered spoiled. The _____ representative will also determine through whatever means he or she deems appropriate if meals have been delivered at the appropriate temperatures. _____ agrees once the food leaves the premises of Thomas Jefferson High School, RPS will not be liable for the condition of the food delivered. _____ agrees that if it notifies RPS prior to leaving the premises of Thomas Jefferson High School that the meals are incomplete, not at the appropriate temperatures and/or are spoiled though packaged in containers provided by _____, _____ will not be liable to RPS for payment for said meals.

RPS and _____ agrees that the number of meals needed for the current day's lunch and the next day's breakfast will be called in by 9:00 a.m. each day by a designated member of _____ staff. RPS will invoice _____ for the number of meals requested and delivered to Thomas Jefferson High School on a monthly basis.

The parties agree RPS will provide meals only on dates when RPS cafeterias are in normal operation, including during June, July, and August.

II. Record Keeping

It is further agreed that RPS, pursuant to the provisions of the National School Lunch Program and School Breakfast Program, attached copy of which is part of the agreement, will ensure that the said meals meet the minimum requirements of Section 210.10 as to nutritive value and content. RPS will maintain full and accurate records regarding the following records relevant to this agreement:

1. Menu records, production records including amount of food prepared, invoices for vendors.
2. Meals, including daily number of meals picked by _____.

These records must be reported to _____ promptly by the last day of each month. RPS agrees also to retain records required under the preceding clause for a period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of _____, the administering agency, the Office of the Inspector General or the General Accounting Office for audit or administrative review at a reasonable time and place.

III. Payment and Reimbursement

_____ agrees that payment for meals requested and received from Thomas Jefferson High School will be due monthly upon receipt of the invoice from RPS. In no event, shall payment be made later than thirty (30) days after receipt of the invoice.

RPS understands that all meals provided under this agreement will be claimed for reimbursement by _____, and may not be claimed for reimbursement by RPS under the National School Lunch Program or School Breakfast Program.

This agreement shall be effective as of September 3, 2013, and is effective for a period of one year. This agreement 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:

RPS Official

Title, Date

Institution Official

Title, Date



SAMPLE OF FEES FOR START-UP FOR REIMBURSABLE PROGRAM

START-UP FOR REIMBURSABLE PROGRAM

Charter School

SHIP TO

Charter School

Richmond, VA 232--
(804) 888-----

(804) 888-----

Job	Payment Terms	Due Date
Charter School START-UP COST	Due Upon Receipt	Due Upon Receipt

Description	Qty.	Unit Price	Line Total
MCS Free and Reduced, Point of Sales, Menus, Order Inventory, Timekeeper Software Site License			\$2,901.84
Administrative Support Software includes Software Training			620.22
2 nd Year Software Maintenance only			1,038.00
Salad Bar Equipment Purchase			2,629.14

Additional Cooking and Refrigeration Equipment for Program Menu Production [No Charge]	See detail list	0.00	0.00
Installation Parts for Additional Equipment plus estimated four hours labor to install			600.00
Equipment Transfer from RPS Location to PHSSA			1,610.62
Installation of Network Drops			1,642.00
Setup of Software-MCS Install Cost [No Charge]			0.00
Staff ServSafe Certification Cost			125.00
Small wares (Pot, Pans, Utensil, etc.) [No Charge]			0.00
Total Due:			11, 066.82
Sales Tax:			-----
Total:			11, 066.82

Thank you for your business!

Make all checks payable to School Nutrition Services

201 W Graham St 2nd Floor
 US
 Richmond, VA 23222

Phone 804 780-8219 Fax 804 780-8278 ahender3@richmond.k12.va.us

[EXCERPT]

RICHMOND CITY PUBLIC SCHOOLS POLICIES AND PROCEDURES REQUIRED FOR IMPLEMENTATION OF SPECIAL EDUCATION REGULATIONS IN VIRGINIA’S PUBLIC SCHOOLS

EXCEPTIONAL EDUCATION AND STUDENT SERVICES

MAY 2010 RPS SPECIAL EDUCATION POLICIES AND PROCEDURES MAY 2010 PAGE 2 OF 19

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REQUIRED LOCAL POLICY OR PROCEDURE17 RPS

I. Required Local Policy

8 VAC 20-81-30 A; 8 VAC 20-81-230 B. 1. a.

It is the policy of the Richmond City Public Schools to adhere to federal and state regulations as they have been promulgated by the United States Department of Education and the Virginia Board of Education to implement special education programs for children with disabilities, consistent with the Individuals with Disabilities Education Act (IDEA). Specifically, these mandates are detailed in the Regulations Governing Special Education Programs for Children with Disabilities in Virginia (Virginia Regulations) and any additional documents that the Virginia Department of Education publishes to address federal and state statutes and regulations for delivering special education and related services to children.

The Richmond City Public Schools does use the classification of developmental delay for the detection of students with disabilities for IDEA eligibility. This means a disability affecting a child ages two by September 30 through six inclusive.

The Richmond City Public Schools prohibits the harassment of children with disabilities in academic and nonacademic settings during the school day and for school-sponsored extracurricular activities.

II. Required Local Procedures

Child Find Procedures

8 VAC 20-81-50

A. Richmond City Public Schools will implement on-going and continuous strategies to identify, locate, and evaluate children residing or parentally placed in private schools (including those that are home-schooled or home-tutored) within its jurisdiction who are birth to age 21 and need special education and related service as defined in the Virginia Regulations. Strategies will focus on: children in typical homes; children who are mobile, including those who are homeless or migrant, and who are wards of the state; children who are under 18, who are suspected of having a disability who need special education and related services, and who are incarcerated in a regional or local jail for 10 or more days; and children who are suspected of being children with disabilities, even though they are advancing from grade to grade.

B. Strategies to identify children who are parentally placed in private schools will be designed after consultation with representatives of those settings. The strategies will include at a minimum: RPS SPECIAL EDUCATION POLICIES AND PROCEDURES MAY 2010 PAGE 4 OF 19

1. Information provided on special education eligibility and services on the educational access cable TV channel along with directions on how to refer a child for an evaluation;
 3. An annual meeting with and information provided to private schools and parents who home-school and home-tutor about special education and how to refer a student for a special education evaluation;
 5. An annual letter and meeting with private school/day care providers
 6. Screening in each school as required in the Virginia Regulations which includes screening in the areas of speech and language, fine and gross motor, scoliosis, vision, and hearing for new students and at selected grade levels;
 7. An interagency agreement with Part C providers on referrals to Part B services;
- C. These efforts will ensure an accurate count of these children.
- D. These efforts will ensure that the cost associated with carrying out these requirements for parentally-placed private school children, including individual evaluation, will not be considered in determining if Richmond City Public Schools has met its obligations for calculation of its expenditures under federal and state regulations governing special education.

Screening Procedures

- A. Richmond City Public Schools will assign responsibility for each area of screening to qualified professionals who will assume responsibility for conducting the screening in assigned schools, including recruitment and training of appropriate volunteers and other staff to ensure that the screenings are conducted within the required timelines, for children enrolled in Richmond City Public Schools, including transfers. A student's pre-school physical examination required under the Code of Virginia will be accepted for the screening if the area(s) of screening to be conducted were included and documented on the physical examination form.
- B. Those conducting each area of screening will document results on a screening form and ensure that it is filed in a confidential manner in the student's scholastic record. After the screening is conducted, the assigned professional will inform parents of the results of the screening. In addition, those responsible for the screening will follow-up on failed screenings by scheduling re-screenings or making referrals for special education evaluations as appropriate.
- C. Screening timelines and additional procedures will be implemented as follows:
1. Hearing and vision screenings will be conducted within 60 administrative days of the opening of the school year for all children in grades K, 3, 7, and 10.
 2. Speech, voice, language, and fine and gross motor will be screened within 60 administrative days of the opening of school for all new enrollees including those in kindergarten and those who transfer into the school division for the first time.
 3. Scoliosis screening* will be conducted twice during the six year period in which students are in grades 5 through 10. For students in the school division at grade 5, the screening will be RPS SPECIAL EDUCATION POLICIES AND PROCEDURES MAY 2010 PAGE 5 OF 19

conducted in grade 5 and again at grade 10. Students who enter the Richmond City Public Schools for the first time after grade 5 will be screened during the year they enter and while in grade 10. If they enter the Richmond City Public Schools for the first time during grade 10, they will only be screened once during that year.

4. The Richmond City Public Schools will provide written notice to parents of the scheduled screening within a reasonable period of time not to exceed 5 school days. The notice shall include the purpose of the screening, when it will occur, and if the child fails the screening, the results of the screening.

5. For scoliosis screening, the notice shall include the following additional information:

- (a) a definition of scoliosis,
- (b) a description of how scoliosis is identified,
- (c) a statement describing why it is important to screen for scoliosis,
- (d) a description of the procedures used to screen for scoliosis,
- (e) a description of potential treatments for scoliosis, and
- (f) information on where screenings may be obtained, including the school.

6. Parents will also be provided an opt-out form if they wish to exclude their child from the school's scoliosis screening.

D. The Richmond City Public Schools will designate persons responsible for ensuring that children are referred to the special education administrator or designee if results from the screening suggest that a referral for evaluation for special education and related services is indicated. The designated persons will ensure that the referral includes the screening results.

Procedures for Referral

A. Referrals will be accepted in written, electronic, or oral form by each school's principal or designee for children aged two to 21, suspected of having a disability, regardless of whether the child is enrolled in public school. Referrals will be received from any source including parents, school staff, the school-based team, the Virginia Department of Education, any other state agency, or other individuals regarding children who are residents of the locality or who attend a private school that is located within the locality. Once a referral is received, the principal or designee will ensure that the referral is documented, which includes the child's name, the reason for the referral and efforts made to address the concerns, the date the referral was received, the name of the person or agency making the referral, the parent's name, and contact information for the parent.

B. Within 10 business days, the referral will be reviewed by a school team which includes the referring source, as appropriate, the principal or designee, at least one teacher, at least one specialist, and one member who is knowledgeable about alternative interventions and about procedures required to access programs and services that are available to assist with children's educational needs. Additional professionals may be included as appropriate and based on the reason for the referral. RPS SPECIAL EDUCATION POLICIES AND PROCEDURES MAY 2010 PAGE 6 OF 19

- C. This team will review the reason for the referral and review the child's record and any other performance evidence or data that will be used to make recommendations for educational and/or behavioral needs. The team may determine that: (1) the referral for special education evaluation is not needed for the student, noting that the child is performing adequately; (2) recommend interventions with prescribed review dates; or (3) refer the child for a special education evaluation. All decisions of this team shall be documented in writing and include information upon which a decision was based. Such documentation shall be maintained in the student's scholastic record.
- D. The team may use a response-to-intervention approach for identifying recommended strategies which are research-based and will gather data documenting the student's response to the applied intervention. The team will schedule regular meetings to discuss the data and the student's progress and to determine whether additional interventions are needed. The use of these strategies will not delay or interfere with the appropriate referral for special education evaluation which may be administered concurrently with team recommended interventions. Referrals from the team for a special education evaluation will be forwarded to the special education administrator or designee within 3 days of their decision.
- E. If the team decides not to refer the student for a special education evaluation, the parent will be provided with prior written notice indicating that the request for a special education evaluation was refused, the reasons for the decision, a description of other options the team considered and reasons why they were not accepted, a description of the evaluation information (each evaluation procedure, assessment, record or report) used to make the decision, and any other factors that were relevant to the team's decision, and their right to appeal the decision through a due process hearing. The parents will be given a copy of the procedural safeguards.
- F. If the referral is made to the special education administrator or designee, within three business days, the special education administrator or designee will initiate the evaluation-eligibility process, forward the referral to the school team to review and respond to the request, or deny the request. If the referral is made by a parent, the parent will be notified of the decision. If the request is denied, the parent will be provided prior written notice as already described and as is required at 8 VAC 20-81-170 of the Virginia Regulations.

3 - Year Budget - Summary
Metropolitan Preparatory Academy

	Year 0 <u>2014</u>	Year 1 <u>2014 - 2015</u>	Year 2 <u>2015 - 2016</u>	Year 3 <u>2016 - 2017</u>
Total Projected Revenues	\$ 1,097,263	\$ 2,393,122	\$ 3,801,645	\$ 5,235,177
Expenses				
Research & Planning	15,275	8,350	8,042	8,215
Instructional Services (includes Special Education instruction)	41,400	63,197	158,173	268,676
Special Education Services	-	122,000	244,000	366,000
Supplemental Instructional Programs & Services	58,800	178,200	230,225	282,270
Technology & Library Programs	40,000	105,530	39,261	39,293
Student Support Programs & Services	-	1,500	1,500	2,000
Facilities	717,506	186,260	186,660	187,220
Transportation & Food Service	-	245,410	476,850	727,250
General Administration & Support (as adjusted)	224,283	1,478,175	2,452,434	3,349,754
Total Projected Expenses	\$ 1,097,263	\$ 2,388,622	\$ 3,797,145	\$ 5,230,677
Projected Net Income/(Loss)	\$ -	\$ 4,500	\$ 4,500	\$ 4,500

3 - Year Budget - Summary
Metropolitan Preparatory Academy

Please note that, with presentations of financial information and other data, estimates and assumptions throughout the application are based on available information as of the date of the presentation. Certain statements made are “forward-looking” statements”, which are subject to risks and uncertainties, and may be subject to change, whether as a result of new information, subsequent events, anticipated or unanticipated circumstances or otherwise. Consequently, actual results may differ from those indicated in such statements.

Budget: Start-Up and 3-Year Forecast Metropolitan Preparatory Academy

	Year 0	Year 1	Year 2	Year 3	
	<u>2014</u>	<u>2014 - 2015</u>	<u>2015 - 2016</u>	<u>2016 - 2017</u>	<u>Notes</u>
<i>Revenues: Per-Pupil Allocations (estimated)</i>	\$ -	\$1,080,000	\$2,160,000	\$3,240,000	
<i>Revenues: Contributions</i>	847,263	1,135,072	1,290,045	1,470,027	
<i>Revenues: Food Service</i>	\$0	\$178,050	\$351,600	\$525,150	
<i>Revenues: Grants</i>	250,000	-	-	-	
Total Projected Revenues	\$ 1,097,263	\$2,393,122	\$3,801,645	\$5,235,177	

Research and Planning

Consultants (including architects or space planners)	\$5,000	-	-	-	1
Staff Recruitment/Hiring	\$1,000	-	-	-	2
Board Recruitment and Screening	\$300	\$300	\$300	\$300	3
Website Development	\$3,000	\$1,000	\$1,000	\$1,000	4
Non-profit Incorporation	\$475	\$475	\$0	\$0	5
Admissions Lottery	\$2,500	\$2,575	\$2,652	\$2,732	6
Marketing	\$2,000	\$3,000	\$3,090	\$3,183	7
Other: Equipment, Supplies, Materials	\$1,000	\$1,000	\$1,000	\$1,000	
Subtotal	1 \$15,275	\$8,350	\$8,042	\$8,215	

Instructional Services

Aides Salaries and Benefits	\$0	\$0	\$0	\$0	
Textbooks	\$1,200	\$2,472	\$5,092	\$10,490	9
Classroom Supplies	\$0	\$40,000	\$82,400	\$169,744	10
Classroom Furniture	\$13,200	\$0	\$13,596	\$14,004	11
Classroom Equipment	\$19,500	\$0	\$20,085	\$20,688	12
Staff Development	\$7,500	\$7,725	\$15,000	\$22,750	13
Travel and Conferences	\$0	\$7,000	\$10,000	\$13,000	14
Other: Substitute teachers, etc.	\$0	\$6,000	\$12,000	\$18,000	
Subtotal	2 \$41,400	\$63,197	\$158,173	\$268,676	

Special Education Services

Instructional Materials & Testing	\$0	\$2,000	\$4,000	\$6,000	15
Contracted Services, special equipment	\$0	\$120,000	\$240,000	\$360,000	16
Other:	\$0	\$0	\$0	\$0	
Subtotal (as adjusted)	3 \$0	\$122,000	\$244,000	\$366,000	

Supplemental Instructional Programs and Services

Cast UDL, ACT, SRA Numberworlds, Pearson Reading, other technology-based programming	77,250	33,510	44,645	54,299	47
Athletic Programs	\$5,000	\$10,000	\$15,000	\$20,000	17
Arts and Enrichment Programs	-	-	-	-	18
Summer School Programs	\$45,000	\$92,700	\$139,050	\$185,400	19
Afterschool Programs	-	-	-	-	23
Community Service Programs	\$0	\$1,000	\$1,000	\$1,000	20
ELL Programs	\$0	\$0	\$0	\$0	21
Music Programs	\$8,800	\$52,000	\$52,000	\$52,000	22
Uniforms	\$0	\$22,500	\$23,175	\$23,870	24
Other:	\$0	\$0	\$0	\$0	

Subtotal	4 \$58,800	\$178,200	\$230,225	\$282,270	
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Budget: Start-Up and 3-Year Forecast

Metropolitan Preparatory Academy

Technology and Library Programs

Books and other reading materials	\$5,000	\$1,000	\$1,000	\$1,000	25
Furniture	\$0	\$0	\$0	\$0	
Computers - Student	\$0	\$20,000	\$20,000	\$20,000	27
Computers - Administrators, Faculty, Staff	\$0	\$13,500	\$7,200	\$7,200	28
Software - Pearson Data Solutions	\$35,000	\$1,030	\$1,061	\$1,093	26
A/V Equipment	\$0	\$70,000	\$10,000	\$10,000	29
Other:	\$0	\$0	\$0	\$0	
Subtotal	5	\$40,000	\$105,530	\$39,261	\$39,293

Student Support Programs and Services

Health Supplies and Equipment		\$1,500	\$1,500	\$2,000	30
Other:		\$0	\$0	\$0	
Subtotal	6	\$0	\$1,500	\$1,500	\$2,000

Facilities

Rent/lease/mortgage	\$5,000	-	-	-	31
Maintenance & Repair		\$1,000	\$1,000	\$1,000	
Utilities	\$50,000	\$100,000	\$100,000	\$100,000	32
Phone		\$1,760	\$2,160	\$2,720	
Internet Service	\$1,500	\$3,000	\$3,000	\$3,000	
Custodial Services - contracted	\$0	\$46,000	\$46,000	\$46,000	33
Custodial Supplies and Equipment	\$0	\$1,000	\$1,000	\$1,000	
Renovation and Construction	\$661,006	\$32,000	\$32,000	\$32,000	35
Maintenance	\$0	\$1,000	\$1,000	\$1,000	
Waste Disposal	\$0	\$500	\$500	\$500	
Other:					
Subtotal	7	\$717,506	\$186,260	\$186,660	\$187,220

Transportation and Food Service

Bussing costs	\$0	\$40,000	\$80,000	\$120,000	35
Field Trips	\$0	\$4,000	\$28,000	\$42,000	
School Breakfast	\$0	\$40,050	\$80,100	\$120,150	48
School Lunch	\$0	\$66,750	\$133,500	\$200,250	48
School Dinner	\$0	\$66,750	\$133,500	\$200,250	48
School Snacks	\$0	\$12,960	\$20,250	\$29,700	
Meal Reimbursement/Sales					
Cafeteria Supplies and Equipment	\$0	14,900	\$1,500	\$14,900	37
Subtotal	8	\$0	\$245,410	\$476,850	\$727,250

Budget: Start-Up and 3-Year Forecast

Metropolitan Preparatory Academy

General Administration and Support

Administrators' Salaries and Benefits (estimated)	\$224,283	\$500,500	\$500,500	\$500,500	40
Support Team Salary & Benefits (estimated)	-	\$287,300	\$358,800	\$397,800	
Faculty Salaries and Benefits (estimated)	-	\$447,850	\$1,171,300	\$1,928,738	
Part-Time Salaries, Wages (estimated)	-	\$231,525	\$338,850	\$411,752	
Cost-of-living Increase, 3% (estimated)	-	\$0	\$71,084	\$97,164	
Subtotal Salaries, Wages, and Benefits - Years 1 - 3	✓	\$224,283	\$1,467,175	\$2,440,534	\$3,335,954

Office Supplies		\$1,200	\$1,200	\$1,200	
Copy Machine		\$200	\$200	\$200	
Mailing Machine		\$200	\$0	\$0	
Printers		\$400	\$0	\$400	
Printing & Postage		\$500	\$1,000	\$1,500	
Bookkeeping & Audit		\$1,000	\$1,000	\$1,000	32
Payroll Services		\$0	\$0	\$0	
Banking Fees		\$0	\$0	\$0	
Legal Services		\$1,000	\$1,000	\$1,000	
Liability & Property Insurance		\$2,000	\$3,000	\$4,000	
Director's & Officer's Insurance	\$0	\$0	\$0	\$0	
Marketing	\$0	\$0	\$0	\$0	
Grant writing	\$0	\$0	\$0	\$0	
Board Meeting Expenses	\$0	\$1,000	\$1,000	\$1,000	
Staff Recruitment	\$0	\$3,500	\$3,500	\$3,500	
Subtotal (as adjusted)	9	\$224,283	\$1,478,175	\$2,452,434	\$3,349,754
Total Projected Costs [Σ (1,2,3,4,5,6,7,8,9)]	\$	1,097,263	\$ 2,388,622	\$ 3,797,145	\$ 5,230,677
Net Income/Loss	\$	-	\$ 4,500	\$ 4,500	\$ 4,500 48

Key Assumptions:

Projected student enrollment:	100	200	300
Targeted class size	20	20	20
Projected number of student "packs"(groups of 20)	5	10	15

Please note that, with presentations of financial information and other data, estimates and assumptions throughout the application are based on available information as of the date of the presentation. Certain statements made are "forward-looking" statements", which are subject to risks and uncertainties, and may be subject to change, whether as a result of new information, subsequent events, anticipated or unanticipated circumstances or otherwise. Consequently, actual results may differ from those indicated in such statements.

**Budget: Start-Up and 3-Year Forecast
Metropolitan Preparatory Academy**

**Budget: Start-Up and 3-Year Forecast
Metropolitan Preparatory Academy**

**Budget: Start-Up and 3-Year Forecast
Metropolitan Preparatory Academy**

Metropolitan Preparatory Academy
Richmond Urban Collective

3 Year Budget Revised 20131204

POSITION

Note: All salaries and wages estimated at top of range.

ADMINISTRATORS

		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
		Headcount/ Cost	Headcount/ Cost	Headcount/ Cost	Headcount/ Cost	Headcount/ Cost	Headcount/ Cost
		Salaries & Wages	Salaries & Wages	Salaries & Wages	PART-TIME	PART-TIME	PART-TIME
Principal		1	1	1	-	-	-
	\$ 100,000	100,000	100,000	100,000	-	-	-
Managing Director/Teacher		1	1	1	-	-	-
	60,000	60,000	60,000	60,000	-	-	-
Academic Director/Teacher		1	1	1	-	-	-
	60,000	60,000	60,000	60,000	-	-	-
Development Officer/Teacher		1	1	1	-	-	-
	60,000	60,000	60,000	60,000	-	-	-
Success Services Director (Spec. Ed.)		1	1	1	-	-	-
	60,000	60,000	60,000	60,000	-	-	-
Information Technology Director (starts Year 4)		-	-	-	-	-	-
	60,000	-	-	-	-	-	-
Futures Planning Director (starts Year 4)		-	-	-	-	-	-
	60,000	-	-	-	-	-	-
Executive Admin. Assistant		1	1	1	-	-	-
	\$ 45,000	45,000	45,000	45,000	-	-	-
Total Administrator Salaries (estimated)		385,000	385,000	385,000	-	-	-
Administrator Benefits estimated @ 30% (top of range)	30%	115,500	115,500	115,500	-	-	-
Total Administrator Salaries, Benefits (estimated)		500,500	500,500	500,500	-	-	-

INSTRUCTORS

		FULL-TIME	FULL-TIME	FULL-TIME	PART-TIME	PART-TIME	PART-TIME
English Instructor	\$ 53,000	1	3	5	-	-	-
		53,000	159,000	265,000	42,750	\$ 42,750	\$ 42,750
Math Instructor	\$ 53,000	1	3	5	-	-	-
		53,000	159,000	265,000	42,750	\$ 42,750	\$ 42,750
Science Instructor	\$ 53,000	1.5	4	6	-	-	-
		79,500	212,000	318,000	29,250	\$ 29,250	\$ 29,250
Social Studies Instructor	\$ 53,000	1	3	5	-	-	-
		53,000	159,000	265,000	-	\$ -	\$ -
Health/PE	\$ 53,000	0	0	1	-	-	-
		-	-	52,645	27,000	27000	\$ 27,000
Global Languages	\$ 53,000	0	1	1	-	-	-
		-	53,000	53,000	18,900	32400	32400

		Metropolitan Preparatory Academy	Richmond Urban Collective			3 Year Budget Revised 20131204	
Arts & Electives	\$ 53,000	0.00	0.0	1			
		-	-	53,000	27,675	\$ 60,300	\$ 54,000
ELL	\$ 53,000	1	1	1	-	0	1
		53,000	53,000	53,000	-	\$ -	\$ 18,000.00
Special Education (Learning Strategies Spec.)	\$ 53,000	1	2	3	-	0	1
		53,000	106,000	159,000	-	-	\$ 18,000.00
Afterschool Enrichment (Tutors)	-	0	0	0	-	0	0
		-	-	-	43,200	86,400	129,600
Total Faculty Salaries & Wages (estimated)		344,500	901,000	1,483,645	231,525	320,850	393,752
Faculty Benefits estimated @ 30% (top of range)	30%	103,350	270,300	445,093	-	-	-
Total Faculty Salaries, Wages, Benefits (estimated)		447,850	1,171,300	1,928,738	231,525	320,850	393,752

SUPPORT TEAM

		FULL-TIME	FULL-TIME	FULL-TIME	PART-TIME	PART-TIME	PART-TIME
Life Coach [Guidance Counselor]	\$ 53,000	1	1	1	-	-	-
		53,000	53,000	53,000	-	-	-
Nurse	53,000	1	1	1	-	-	-
		53,000	53,000	53,000	-	-	-
Data Analyst		-	-	-	-	-	-
		-	-	-	-	-	-
Learning Strategies Aid	30,000	1	2	3	-	-	-
		30,000	60,000	90,000	-	-	-
Administrative Asst./Librarian		-	-	-	-	-	-
		-	-	-	-	-	-
Catering Manager	30,000	1	1	1	-	-	-
		30,000	30,000	30,000	-	-	-
Facilities Manager	30,000	1	1	1	-	-	-
		30,000	30,000	30,000	-	-	-
Security Manager		-	-	-	-	-	-
		-	-	-	-	-	-
Facilities Staff	25,000	1	2	2	-	-	-
		25,000	50,000	50,000	-	-	-
Catering Assistant	-	-	-	-	-	18,000	18,000
		-	-	-	-	-	-
Security Officer	-	-	-	-	-	-	-
		-	-	-	-	-	-
Total Support Team Salaries, Wages, Benefits (estimated)		221,000	276,000	306,000	-	18,000	18,000
Support Team Benefits estimated @ 30% (top of range)	30%	66,300	82,800	91,800	-	-	-
Total Support Team Salary & Benefits		287,300	358,800	397,800	-	18,000	18,000

Metropolitan Preparatory Academy
Richmond Urban Collective

3 Year Budget Revised 20131204

Total Staff Salaries, Wages (estimated)	950,500	1,562,000	2,174,645	231,525	338,850	411,752
Total Benefits estimated @ 30% (top of range)	285,150	468,600	652,393	-	-	-
Total Salaries, Wages, Benefits	1,235,650	2,030,600	2,827,038	231,525	338,850	411,752
3% Cost of Living Increase	-	60,918	84,811	-	10,166	12,353
Total Salaries, Wages, Benefits (estimated w/ cost-of-living increase)	1,235,650	2,091,518	2,911,850	231,525	349,016	424,105
Part-Time Wages	231,525	349,016	424,105			
Total Full & Part-Time Salaries, Wages, Benefits (w/ cost-of-living)	1,467,175	2,440,534	3,335,954			

Cost of Living Increases - P-T/F-T, combined		
	YEAR 2	YEAR 3
F/T	60,918	84,811
P/T	10,166	12,353
	<u>71,084</u>	<u>97,164</u>

COURSES	Student-Teacher	YEARS	YEARS															
			YR1					YR2					YR3					
			Full-Time	Part-Time	Admin.	Tutors	Total	Full-Time	Part-Time	Admin.	Tutors	Total	Full-Time	Part-Time	Admin.	Tutors	Total	
ENGLISH 6	1-270 MIN	2-180 MIN	20:1	1	2	0.5	-	3.5	1	2	0.5	-	3.5	1	2	0.50	-	3.5
	7 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	1	2	-	-	3	1	2	-	-	3
	8 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	1	2	-	-	3.00
	9 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
English Totals				1.0	2	0.5	-	3.5	2	4	0.5	0	6.5	3	6	0.5	0	9.5
MATH 6	1-270 MIN	2-180 MIN	20:1	1	2	0.5	-	3.5	1	2	0.5	-	3.5	1	2	0.5	-	3.5
	7 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	1	2	0	-	3	1	2	-	-	3
	8 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	1	2	-	-	3.0
	9 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12 1-270 MIN	2-180 MIN	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Math Totals			0	1.0	2	0.5	0	3.5	2	4	0.5	0	6.5	3	6	0.5	-	9.5
SCIENCE 6	1-180 MIN	2-45 MIN-PT	20:1	1	2	0	0	3	1	2	-	-	3	1	2	-	-	3
	7 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	1	2	-	-	3	1	2	-	-	3
	8 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	1	2	-	-	3
	9 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Science Totals				1.0	2	0	-	3	2	4	-	-	6	3	6	-	-	9
SOCIAL STUDIES 6	1-180 MIN	2-45 MIN-PT	20:1	1	0	0.5	-	1.5	1	0	0.5	-	1.5	1	0	0.5	-	1.5
	7 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	1	-	-	-	1	1	-	-	-	1
	8 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1.00
	9 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12 1-180 MIN	2-45 MIN-PT	20:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Social Studies Totals				1.0	0	0.5	0	1.5	2	0	0.5	0	2.5	3	0	0.5	-	3.5
HEALTH/P.E.	6 1 SECTION	90 MIN MWF	25:1	-	4	-	-	4	-	4	-	-	4	0.33	4	-	-	4.3333
	7 1 SECTION	90 MIN MWF	25:1	-	-	-	-	-	-	4	-	-	4	0.33	4	-	-	4.33
	8 1 SECTION	90 MIN MWF	25:1	-	-	-	-	-	-	-	-	-	-	0.33	3	-	-	3.33

Elective 3	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Self-Study Elective	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12 Band	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Chorus	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Theatre	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
VisArt	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elective 1	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elective 2	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elective 3	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Self-Study Elective	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elective 4	25:1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Arts & Electives Totals		0.0	8	0	0	8	0	16	0	0	16	1	20	0	0	21	
ELL		1.0	0	0	0	1	1	0	0	0	1	1	1	0	0	2	
LEARNING STRATEGIES SPECIALISTS (SPECIAL ED.)		2.0	0	0	0	2	3	0	0	0	3	3	1	0	0	4	
Subtotals		7.0	22	1.5	-	30.5	13.0	42.0	1.5	-	57	19.0	61.0	1.5	-	81	
		✓	✓														
Study Hall (Admins & P-T Tutors)		-	-	1	4	5	-	-	2.0	8	10	-	-	3.0	12	15	
Instructional Staff Totals		7.0	22	2.5	4	36	13.0	42.0	3.5	8	67	19.0	61	4.5	12	96	
Support Team Totals		8.0	-	-	-	8	8	1	-	-	9	10	1	-	-	11	
Administrators		-	-	2.5	-	2.5	-	-	-	-	-	-	-	-	-	-	
Eliminate double-counting Study Hall Administrators		-	-	(1)	-	(1)	-	-	(2)	-	(2)	-	-	(3)	-	(3)	
Staffing Totals		15.0	22.0	1.5	4.0	45.0	21.0	43.0	1.5	8.0	73.5	29.0	62.0	1.5	12.0	104.5	

Note: Part-Time employee numbers do not represent headcounts of individual employees.

Rather, they represent instructional blocks of time. A single part-timer may cover multiple instructional blocks.

[Redacted]

io will teach the Health portion of the class through year 2.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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Retrofit: Conversion of Elementary to Middle School
Metropolitan Preparatory Academy

<u>Budget</u>		<u>Estimated</u>
<u>Line Item</u>	<u>Project</u>	<u>Cost</u>
Note 35	Facilities: Retrofit bathrooms @ \$100/sq ft - 4 rooms - 200 sq ft ea - year 1 (estimate 5 stalls/each	\$ 80,000
	Facilities: Science Lab - 1500 sq ft @ \$150 per sq ft - accommodates 24 students	250,000
	http://www.districtadministration.com/article/school-science-labs	
	Facilities: Locker Room L/H Improvement - \$509 for 3 steel athletic lockers (\$509/3 x 106) plus \$15,000 for installation.	32,985
	http://www.schoollockers.com/catalog/product/view/id/618/s/single-tier-athletic-steel-lockers/?gclid=CIHltLb80roCFQ2g4AodhDkA5Q	
	Move 4 water fountains higher along wall to accommodate older students	5,000
	Shower stalls for 104 students/teachers (25 shower hookups) - 1500 sq ft; \$100/ sq ft	150,000
		<hr/>
	Total Budget Impact - Elementary - Middle Retrofit	\$ 517,985
	Clark Springs required improvements per "RPS 2013 Facilities Infrastructure Assessment"	143,021
	Total	<hr/> 661,006
Note 1	Add new sinks/toilets at higher level for older students.	
Note 2	Includes \$25,000 for furniture	

Notes
3 - Year Budget
Metropolitan Preparatory Academy

Note 1	The architect fee presumes we can recruit non-profit/pro bono talent.	
Note 2	Staff recruitment estimate assumes we advertise via low cost electronic media such as email and Linked-In.	
Note 3	Staff Interview luncheons at \$30 allowance per luncheon.	
Note 4	Estimated contractor fee for website development. 40 person-hours at \$50/hour. Year 1 - 3 estimates for maintenance and updates.	
Note 5	To establish the Institute, as a separate legal entity. \$75 for Virginia incorporation fee (presuming we incorporate in VA) and \$400 for IRS tax exempt status filing.	
Note 6	Cost of producing marketing brochures and hosting Town Hall events for admissions lottery.	
Note 7	Marketing Start-up costs includes cost of producing the marketing video. We have a barebones quote of \$1,400 for a 3-min. show. The additional \$600 is reserve for cost overruns. Marketing Costs for Year 1 and thereafter include estimated cost of producing and distributing the Annual Report.	
Note 9	Pre-opening book costs assume 2 copies of curricular materials are purchased in advance for each class (1 teachers and 1 "shop" copy) for curriculum refinement and lesson preparation in advance of opening. English, Math, Science, Soc Studies, 2 arts, 4 languages, ELL, Health/PE = 12 @\$100 ea. Later years presume 3% inflation.)	
Note 10	Presumes Year 1 classroom supplies for interactive activities, et. @\$400 per student/year - \$50 per class. Later years includes 3% inflation.	
Note 11	Student desks - 100 @ \$30; teacher/administrator desks - 17 @ \$100; conference room furnishings for 25 - \$ 1,000; common area furnishings for 150 - \$7,500. Later years adds 3% inflation.	13,200
Note 12	Smart Board 680i - \$2,200 each - 5 ea wall mounted.	11,000
	Movable touch interactive whiteboard - 78" - \$2,500 - 1ea	2,500
	4' x 6' movable, reversible, magnetic dry erase board - \$1,000 - 6 ea	6,000
		19,500
Note 13	For internal training & development/provisional licensing/licensing reimbursement.	
Note 14	\$1,000 for each administrator plus 1 board member (Yr 1), 3 board members (Yr 2), 5 board members (Yr 3)	-
Note 15	Special Education supplies @ \$100 for 20% of population each year.	
Note 16	Special Education services estimated at @ \$6,000/student for 20% of population each year.	
Note 17	Athletic supplies @\$50/student per year does no include equipment.	
Note 18	Classroom supplies budget includes supplies for all courses. (Note 10)	
Note 19	Summer School, Year 0 - 5 instructors, 100 students. 3 classes. 2 meals and snacks. Curriculum materials for 3 classes. Computer lab for 100 students. Transportation. 5 weeks (25 days). For transportation - \$7,500.	7,500
	Food @\$5 per day for 25 days for 100 boys = \$12,500).	12,500
	Instructors (\$1000/wk for 5 weeks x 5 instructors = \$25,000).	25,000
	Later years include 3% cost of living increase.	45,000
Note 20	Community Service program funds reserved to fund 1 or 2 school-wide community service projects annually.	
Note 21	ELL course supplies included in the general classroom activities budget. (Note 10)	
Note 22	Sound Studio - \$8,800. Instrument for each student, music stands. Larger instruments will compose about 20% of total. For each class - 80 instruments at \$400 and 20 instruments at \$1000. Plus \$50 for music stands for each. Sheet music is covered by classroom supplies budget. (Note 10)	
Note 23	The cost of afterschool tutors is in "salaries & wages". The cost of snacks is in "food service". Uniform Reserve to purchase uniforms for needy youth. 3 uniforms ea for 25 boys in each class (75 uniforms). Uniform cost estimate is \$100 ea. \$7,500 for each class for each year. The cushion	
Note 24	is for accessories, i.e. belts, shoes and tax.	

Notes

3 - Year Budget

Metropolitan Preparatory Academy

- Estimate for 500 books/CDs/DVDs and journal subscriptions at \$10 each. Each year we'll add to the collection.
- Note 25**
- Note 26** \$250 multiple software user license fees per student. \$35,000 is for Pearson Data Solutions.
- Note 27** Purchase 100 new laptops/note books/note pads for each student @\$200 per computer.
- Note 28** For administrators, faculty, staff - \$450 each laptop fully-loaded.
- Note 29** A/V equipment - Panasonic projector - high projection, theatre quality - \$60,000, Screen - \$1,000, 4 flat screens - \$8,000. Total -\$69,000
- Note 30** Estimate for nurse's supplies & materials.
- Note 31** Rent office space for start-up period 6 months prior to opening (if school not available).
- Note 32** Utilities based on RPS actual utilities expense for Clark Springs for 2012 of \$40,000. Doubled the expense as estimate for Oak Grove which has 2 floors and added a \$20,000 cushion.
- Note 33** We will use contracted custodial services (either exclusively or to supplement full-time staff). Contracted services estimated at 3 employees X 4 hrs X 5 days X 52 weeks.
- Note 34** See "Food Service Contract" tab this file.
- Note 35** See "Retrofit Estimate" tab in this file.
- Note 36** Bussing Contract w/ RPS: per estimate from RPS CFO
- Note 37** 2-52" double, solid, swing door reach-in refrigerators (\$8,000 new); upright solid, swing door freezer, convection oven (electric, full-size, floor model) - \$2,500, food warmer box (\$1,000), steam table (electric, 5-well) - \$1,300, salad bar (\$600). Food will be prepared at Armstrong and delivered to us. We will have to keep it refrigerated/frozen until serving. Dinner will be a hot meal. We must reheat it, and hold it warm until until mealtime. Plus \$1,500 for commercial sink and utensils and other kitchen supplies.
- Note 38**
- The Director of Finance will have responsibility for all accounting, tax return preparation, and financial analysis. This estimate is the fee for the third-party C.P.A firm that will audit the records.
- Note 39**
- Staffing cost is estimated in the Staffing Years 1 -3 Schedule. However, here are additional notes regarding staff salaries and wages:
 National average for teachers for 2011 was \$55,202. Based on NEA rankings. The average excludes substitutes, but includes guidance counselors, librarians, instructional technology positions, and supplemental salary. Please note that the Richmond average instructor's salary is closer to \$47,000 for 2012. Our budget is based on the state average. Source: FY 2012 Salary Survey - Teachers
 Benefits estimated @ 30% of salaries based on a review of benefits amounts in the RPS Annual Report
 Average budgeted assistant principal salary is \$76,338. We round-down to \$70,000 for directors
 Average principal salary is \$91,982. We round-up to \$100,000 for Principal.
 George Wythe Charter Principal in @ \$104,000.
- Note 40**
- | | |
|--|---------------|
| Start-up Salaries & Wages | |
| Principal salary & benefits - 6 months | 65,000 |
| Staff salary & benefits - 2.5 months | 159,283 |
| Start-up Salaries, Wages, Benefits | <hr/> 224,283 |
- Note 41**
- | | |
|--|--------|
| Cast UDL: \$20,000 - online introductory course for 20. \$6,000 - \$8,000 - 1-day planning session. | |
| \$1,000 - Breakfast, lunch, snacks, beverages for 30. Round up to \$30,000 for related materials cost. | 30,000 |
- Note 42**
- ACT Engage: \$5.50/per assessment submitted. Budget presumes 1 year 0 assessment and 1 assessment per class per year thereafter.

Notes

Note 43 SAT Subject Test Fees: \$48.50 - Language Tests: \$27.50 - Other

Metropolitan Preparatory Academy

Note 44 Interactive Physics Simulation Software & Workbooks, Training - \$3,500 (grade 12)

Note 45 ACT Aspire: \$20 per student for computer-based subscription

Note 46 VARK Learning Styles Assessment: school price -\$650 (2013)

Note 47 See notes 41-46.

Note 48 Food Service : See attached RPS Sample Contract

Lunch revenue presumes 25% of customers will purchase lunch @ \$1.00 premium.

4,500

Please note that, with presentations of financial information and other data, estimates and assumptions throughout the application are based on available information as of the date of the presentation. Certain statements made are "forward-looking" statements", which are subject to risks and uncertainties, and may be subject to change, whether as a result of new information, subsequent events, anticipated or unanticipated circumstances or otherwise. Consequently, actual results may differ from those indicated in such statements.

Grade 6 M - W - F TIME		BLOCK A M - W - F				
		PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am		Community Breakfast	Community Breakfast	Community Breakfast	GLOBAL LANG.	GLOBAL LANG.
7:35 - 8:20 am		GLOBAL LANG.	GLOBAL LANG.	GLOBAL LANG.	Community Breakfast	Community Breakfast
8:25 - 9:10 am		ENG 1	PRE ALG1	SCIENCE 1	ENG 2	PRE ALG 2
9:15 - 10:00 am				SOC STU 1		
10:05 - 10:50 am		PRE ALG1	ENG 1	PRE ALG 2	SCIENCE 1	ENG 2
10:55 - 11:40 am					SOC STU 1	
11:45 - 12:30 pm		LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:35 - 1:20 pm		SCIENCE 1	SOC STU 1	ENG 1	PRE ALG1	SCIENCE 2
1:25 - 2:10 pm		SOC STU 1	SCIENCE 1			SOC STU 2
2:15 - 3:45 pm		HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE
		SNACK	SNACK	SNACK	SNACK	SNACK
3:50 - 5:40 pm		AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm		Supper	Supper	Supper	Supper	Supper
6:00 PM		Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Grade 6 T - TH TIME		BLOCK B T - TH				
		PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am		Community Breakfast	Community Breakfast	Community Breakfast	SEMINAR/OPEN	SEMINAR/OPEN
7:35 - 8:20 am		SEMINAR/OPEN	SEMINAR/OPEN	SEMINAR/OPEN	Community Breakfast	Community Breakfast
8:25 - 9:10 am		ENG 1	PRE ALG1	SCIENCE 1	ENG 2	PRE ALG 2
9:15 - 10:00 am				SOC STU 1		
10:05 - 10:50 am		PRE ALG1	ENG 1	PRE ALG 2	SCIENCE 1	ENG 2
10:55 - 11:40 am					SOC STU 1	
11:45 - 12:30 pm		LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:35 - 1:20 pm		SCIENCE 1	SOC STU 1	ENG 1	PRE ALG1	SCIENCE 2
1:25 - 2:10 pm		SOC STU 1	SCIENCE 1			SOC STU 2
2:15 - 3:45 pm		BAND/THEATRE	BAND/THEATRE	BAND/THEATRE	BAND/THEATRE	BAND/THEATRE
		SNACK	SNACK	SNACK	SNACK	SNACK
3:50 - 5:40 pm		AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm		Supper	Supper	Supper	Supper	Supper
6:00 PM		Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Note 1: Teachers' day ends by 3:45 pm unless on duty for supervision of afterschool activity. Administrators will supervise Homework Hall, along with paid tutors.

Note 2: Afterschool enrichment includes Homework Hall, weekly (Friday) extracurricular activities, and snack.

Note 3: "Open" period 1 in Block B is for Student-Teacher Visitation (Pow-Wow) every Thursday. "Seminar" is a Career Pathways activity planned for all students every Tuesday.

The 6th Grade Career Pathways exploration activities prepare students for 7th grade Career Pathways programming.

Note 4: Grade 6 science is a medley of Life, Space, Earth, and Physical.

Note 5: Grade 6 History is U.S. History to 1865.

Note 6: Grade 6 Math first semester is a remedial course to prepare for Pre-Algebra. 2nd semester both periods are devoted to Pre-Algebra.

Note 7: There are 2 sections of each of the 4 core courses - English, Math, Social Studies, and Science - for each grade to accommodate the 5 Packs.

The Sections are numbered such as ENG1 and ENG2, ALG1 and ALG2, etc.

Grade 7 M - W - F TIME	BLOCK A M - W - F				
	PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am	Community Breakfast				
7:35 - 9:10 am	HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE
9:15 - 10:00 am	ENG 1	ALG1 - 1	SCIENCE 1	ENG 2	ALG1 - 2
10:05 - 10:50 am			SOC STU 1		
10:55 - 11:40 am	ALG1 - 1	ENG 1	SCIENCE 1	ENG 2	ENG 2
11:45 - 12:30 pm			SOC STU 1		
12:35 - 1:05 pm	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:10 - 1:55 pm	SCIENCE 1	SOC STU 1	ENG 1	ALG1 - 1	SCIENCE 2
2:00 - 2:45 pm	SOC STU 1	SCIENCE 1		SOC STU 2	
2:50 - 3:35 pm	GLOBAL LANGUAGE				
	SNACK	SNACK	SNACK	SNACK	SNACK
3:40 - 5:40 pm	AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm	Supper	Supper	Supper	Supper	Supper
6:00 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Grade 7 T - TH TIME	BLOCK B T - TH				
	PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am	Community Breakfast/OPEN				
7:35 - 9:10 am	BAND 7				
9:15 - 10:00 am	ENG 1	ALG1 - 1	SCIENCE 1	ENG 2	ALG1 - 2
10:05 - 10:50 am			SOC STU 1		
10:55 - 11:40 am	ALG1 - 1	ENG 1	SCIENCE 1	ENG 2	ENG 2
11:45 - 12:30 pm			SOC STU 1		
12:35 - 1:05 pm	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:10 - 1:55 pm	SCIENCE 1	SOC STU 1	ENG 1	ALG1 - 1	SCIENCE 2
2:00 - 2:45 pm	SOC STU 1	SCIENCE 1		SOC STU 2	
2:50 - 3:35 pm	CINEMA	CINEMA	CINEMA	CINEMA	CINEMA
	SNACK	SNACK	SNACK	SNACK	SNACK
3:40 - 5:40 pm	AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm	Supper	Supper	Supper	Supper	Supper
6:00 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Note 1: Teachers' instructional day ends by 3:45 pm unless on duty for supervision of afterschool activity. Administrators will supervise Homework Hall, along with paid tutors.

Note 2: Afterschool enrichment includes Homework Hall, a weekly (Friday) extracurricular activity, and snack.

Note 3: "Open" period 1 in Block B is for Student-Teacher Visitation (Pow-Wow) weekly on Tuesday or Thursday.

Upperclassmen have Chess Club as an option in the "Open" hour on Tuesday/Thursday.

Note 4: The primary difference in the Grade 7 and Grade 6 schedules is that for 7th graders the Health/PE course and the Global Languages/Electives blocks switch places. Health/PE is the 1st period for 7th graders, and Global Languages and Electives are offered at the end of the day.

Note 5: Grade 7 science is currently planned as Life Science. May change this to ensure preparation for AP coursework in high school.

Note 6: Grade 7 History is U.S. History: 1865 - Present.

Note 7: There are 2 sections of each of the 4 core courses - English, Math, Social Studies, and Science - for each grade to accommodate the 5 Packs.

The Sections are numbered such as ENG1 and ENG2, ALG1 and ALG2, etc.

Grade 8 M - W - F TIME	BLOCK A M - W - F				
	PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am	Community Breakfast				
7:35 - 9:10 am	HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE	HEALTH/PE
9:15 - 10:00 am	ENG 1	GEOMETRY 1	SCIENCE 1	ENG 2	GEOMETRY 2
10:05 - 10:50 am			SOC STU 1		
10:55 - 11:40 am	GEOMETRY 1	ENG 1	GEOMETRY 2	SCIENCE 1	ENG 2
11:45 - 12:30 pm			SOC STU 1		
12:35 - 1:05 pm	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:10 - 1:55 pm	SCIENCE 1	SOC STU 1	ENG 1	GEOMETRY 1	SCIENCE 2
2:00 - 2:45 pm	SOC STU 1	SCIENCE 1		SOC STU 2	
2:50 - 3:35 pm	GLOBAL LANGUAGE				
	SNACK	SNACK	SNACK	SNACK	SNACK
3:40 - 5:40 pm	AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm	Supper	Supper	Supper	Supper	Supper
6:00 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Grade 8 T - TH TIME	BLOCK B T - TH				
	PACK A (20)	PACK B (20)	PACK C (20)	PACK D (20)	PACK E (20)
6:45 - 7:30 am	Community Breakfast/OPEN				
7:35 - 9:10 am	BAND 8				
9:15 - 10:00 am	ENG 1	GEOMETRY 1	SCIENCE 1	ENG 2	GEOMETRY 2
10:05 - 10:50 am			SOC STU 1		
10:55 - 11:40 am	GEOMETRY 1	ENG 1	GEOMETRY 2	SCIENCE 1	ENG 2
11:45 - 12:30 pm			SOC STU 1		
12:35 - 1:05 pm	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:10 - 1:55 pm	SCIENCE 1	SOC STU 1	ENG 1	GEOMETRY 1	SCIENCE 2
2:00 - 2:45 pm	SOC STU 1	SCIENCE 1		SOC STU 2	
2:50 - 3:35 pm	ART:HISTORY/ PRODUCTION				
	SNACK	SNACK	SNACK	SNACK	SNACK
3:40 - 5:40 pm	AFTERSCHOOL ENRICHMENT				
5:40 - 5:55 pm	Supper	Supper	Supper	Supper	Supper
6:00 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Note 1: Teachers' instructional day ends by 3:45 pm unless on duty for supervision of afterschool activity. Administrators will supervise Homework Hall, along with paid tutors.

Note 2: Afterschool enrichment includes Homework Hall, weekly (Friday) extracurricular activities, and snack.

Note 3: "Open" period 1 in Block B is for Student-Teacher Visitation (Pow-Wow) every Thursday.

Upperclassmen have Chess Club as an option in the "Open" hour on Tuesday/Thursday.

Note 4: Social Studies is Civics & Economics for Grade 8.

Note 5: Science is currently planned as Earth Science. May be changed to meet pre-requisites for AP sciences in high school.

Note 6: There are 2 sections of each of the 4 core courses - English, Math, Social Studies, and Science - for each grade to accommodate the 5 Packs.

The Sections are numbered such as ENG1 and ENG2, ALG1 and ALG2, etc.