

## **Charter Application**

**For use by Achievement School District Charter Schools  
applying to Tennessee Public Charter School Commission  
Opening in the 2023-2024 School Year**



## APPLICATION COMPLETION AND SUBMISSION INSTRUCTIONS

### Introduction

This application is designed for use by charter school operators currently operating within the Achievement School District (ASD) and seeking to apply for authorization by the Tennessee Public Charter School Commission (Charter Commission). A separate application shall be submitted for each charter school.

### Prior to Submission

Before starting a charter school application to the Charter Commission, charter school operator shall:

- Be eligible to apply to the Charter Commission through T.C.A. § 49-1-614(k)(2)(B) or T.C.A. § 49-1-614(k)(4).
- Submit a [letter of intent](#) on or before October 15<sup>th</sup> to the Charter Commission.
- Review all elements of the Tennessee Public Charter Schools Act (Tennessee Code Annotated Title 49, Chapter 13).
- Review the Charter Commission's [performance framework](#), [rules](#), policies, and [procedures](#) on the [Tennessee Public Charter Commission Website](#).
- Review the State Board of Education's [Quality Charter School Authorizing Standards](#) (Policy 6.111)

### Format

- The application, excluding attachments and budget worksheets, may not exceed 250 pages. The inclusion of the original application does not count towards the 250-page limit.
- The application should be submitted to the Charter Commission via email to [CharterSchool.Appeals@tn.gov](mailto:CharterSchool.Appeals@tn.gov). Due to email size limits, the application must be submitted via our online file sharing system (Microsoft Teams) Specific instructions for Microsoft Teams will be shared once the letter of intent is submitted.
- Each section and attachments of the application should be clearly labeled, and the application should be submitted as one PDF document including all attachments and the budget.
- All pages in the application (after the table of contents) should be numbered sequentially (e.g., 1 of 178).
- The original, approved charter application must be included as **Attachment Q**.
- In addition, one Excel version of the school budgets should be submitted as **Attachment K**.

### Submission

A completed application must be submitted to the Charter Commission and the Tennessee Department of Education (TDOE) on or before November 15<sup>th</sup> by 11:59 p.m. Central Time. Note: When the November 15<sup>th</sup> deadline falls on a Saturday, Sunday, or State-observed holiday, the application materials are due the next business day.

An application fee of \$2,500 must be submitted by November 15<sup>th</sup>. Checks or money orders should be made out to the State of Tennessee – Tennessee Public Charter School Commission. Failure to submit the application fee will result in the application not being accepted by the Charter Commission.

## GENERAL INFORMATION

Name of ASD Charter School: Promise Academy Spring Hill

Sponsor of the School: Promise Academy Charter Schools

Name of Primary Contact Person: Dr. Patrick Washington

School Address: 3796 Frayser Raleigh Road

Primary Contact's Telephone: Office: (901) 324-4456 Ext. 4/ Cell: (662) 252-9185

Primary Contact's E-Mail Address: pWASHINGTON@promiseacademy.com

Does this applicant have charter school applications under consideration by any other authorizer(s), including the local board of education? (This is for contextual information only).

No

Indicate Applicant Type:

An ASD-authorized school is allowed to apply to the Charter Commission based on the determination of the Commissioner of Education under T.C.A. § 49-1-614(k)(2)(B).

- **An ASD-authorized school is allowed to apply to the Charter Commission by meeting the priority exit criteria set forth in the state's accountability model under T.C.A. § 49-1-614(k)(4).**

## ASSURANCES

As the authorized representative of the sponsor, I hereby certify that the information submitted in this application for a charter for **Promise Academy Spring Hill** is true to the best of my knowledge and belief, realizing that any misrepresentation could result in disqualification from the application process or revocation after award; and if awarded a charter, the school:

1. Will operate as a public, nonsectarian, non-religious public school, with control of instruction vested in the governing body of the school under the general supervision of the authorizer and in compliance with the charter agreement and the Tennessee Public Charter Schools Act;
2. Will follow all federal, state, and local laws and regulations that pertain to the operation of a public school, unless waived according to T.C.A. § 49-13-111(p);
3. Will provide special education services for students as provided in Tennessee Code Annotated Title 49, Chapter 10, Part B of the Individuals with Disabilities Education Act; Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973;
4. Will adhere to all provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974, that are applicable to it;
5. Will follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, national origin, religion, ancestry, or need for special education services;
6. Will utilize this application as a contract with the authorizer, if no other agreement is signed, pursuant to Tennessee Attorney General Opinion No. 10-45;
7. Will comply with all provisions of the Tennessee Public Charter Schools Act, including, but not limited to:
  - a) employing individuals to teach who hold a license to teach in a public school in Tennessee;
  - b) complying with Open Meetings and Open Records laws (T.C.A. §§ 8-44-101 et seq.; 10- 7-503, 504) (guidance is available from the Office of Open Records Counsel);
  - c) not charging tuition;
  - d) following state financial (budgeting and audit) procedures and reporting requirements according to T.C.A. § 49-13-111, 120, and 127;
  - e) requiring any member of the governing body, employee, officer, or other authorized person who receives funds, has access to funds, or has authority to make expenditures from funds, to give a surety bond in the form prescribed by T.C.A. § 8-19-101; and
8. Will, at all times, maintain all necessary and appropriate insurance coverage.



Signature

Dr. Parick Washington

Printed Name of Authorized Representative

Executive Director

Title of Authorized Representative

Promise Academy Charter School- Commission Application 2022

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# SECTION 1: ACADEMIC PLAN DESIGN AND CAPACITY

## 1.1 School Mission

The mission of Promise Academy is to educate, develop, and nurture the mind, body and spirit of our children so that they emerge as life-long learners and world-ready leaders. We envision ourselves as THE model of excellence and innovation in education.

### Progress:

When Promise Academy began serving Spring Hill families in the Raleigh community, the school ranked in the bottom 5% of elementary schools in Tennessee. In our first year of existence, we outscored all schools in the district with 96% of scholars meeting their grade level Benchmark on the NWEA-MAP assessment in Reading and Math. Over the past nine years, Promise scholars have scored between 8% and 16% proficiency in Reading and Math on the TNReady assessment. In 2021, Promise Academy ranked in the top 10% of charter schools in TN and achieved a Level 5 status for growth and achievement with 19% of 3rd-5th scholars scoring proficient and advanced in Reading and 16% in Math, and 21% proficient in Science. This is more than double the previous years' scores of 8% ELA and 6% in Math and exceeds our AYP goals.

### Challenges:

1. **Recruiting highly effective, licensed teachers** - This has been an ongoing challenge since we opened in 2014. To remedy this challenge, we have partnered with local and regional universities such as CBU, the University of Memphis, and RELAY GSE. We also offer Praxis Academy, free to all employees, to assist with passing the Praxis exam. We offer sign-on and retention bonuses to keep our most effective teachers. We maintain a small classroom model; 20:1 in Kindergarten through 2nd grades and 15:1 in 3rd through 5th grades. We are departmentalized so that teachers can focus on becoming expert practitioners in one subject area. We are planning to restructure our organization to hire a Human Resource Generalist and Recruiter to focus on talent acquisition and recruitment throughout the year. We have also partnered with teacher residency programs such as Teach for America and Man Up Teacher Fellowship to maintain a pipeline of teachers.
2. **Transient student population** - We have experienced years where we have had up to 15% of our population who enrolled on Day 1 leave by the end of the first semester. This poses an obvious challenge in that these students receive core instruction, then leave. We maintain that if we can keep these students enrolled we will see significant gains in student achievement. We have a strong parent-school partnership where we focus on building and maintaining relationships such that if there are issues such as housing, utilities, they are open to seeking assistance prior to moving. We employ a parent social worker in partnership with Communities in Schools to support these efforts. We have seen a significant decrease since COVID-19; however, we also have an increased number of students in 1st and 2nd grades who are in school for the first time. We are addressing these challenges by maintaining consistent communication with our parents and community partners by providing additional support for families and students; both instructionally and socially.
3. **Teachers as content specialists** - We believe that in order to accelerate the apparent learning gaps in our students, our teachers must be content specialists. We have established partnerships with the Lavenia Group, a proven group of practitioners who have maintained over 90% proficiency in Reading and Math in their New York and New Jersey charter schools called Success Academy. We have invested heavily in teacher development so that all of our students receive high quality instruction every day.

4. **Special Populations support** - We maintain, at our core, that every child can reach their full potential. We continue to recruit staff to support our special needs population from PreK through 5th grades. We employ a Director of Special Needs with a wide variety of experiences ranging from Elementary through High School; however, it has been a challenge to hire licensed special education teachers. We hire assistants with experience working with special needs learners and then support them to earn their license to teach. This takes time and typically places more work on our directors to carry the load until our teachers earn their licenses.

## 1.2 Enrollment Summary

Promise Academy Spring Hill serves 355 students in kindergarten through 5th grades. We have placed an emphasis on a low pupil-to-teacher ratio to facilitate frequent, quality feedback to students on a daily basis. Low pupil-to-teacher ratios have allowed us to provide students with individualized instruction needed to succeed and one-on-one interactions necessary to develop strong relationships between teachers and students.

Our Board of Directors selected this school size to ensure that there are a sufficient number of students in each grade to provide a real opportunity for collaboration among the students, teachers, and classrooms. The Board of Directors also determined that a school size of at least 50 students per grade is necessary to provide an opportunity for school choice in our target community while maintaining a small school feel. The Board of Directors selected a target class size of 20 students to provide a learning environment that is slightly smaller than the average class size within our target recruiting area. The Board of Directors also determined that the target class size provides a solid balance between individualized instruction and financial viability.

**Demographic Profile** - The demographic profile will be at or above 98% minority students.

**Community** - Raleigh, Frayser, North Memphis, Bartlett, Millington

**School Zones** - Keystone, Hawkins Mill, Journey Community Schools (Coleman) Millington Municipal School District.

Promise Academy Spring Hill serves students in the Raleigh and Frayser Communities with less than 25% of students coming from outside the current attendance zone. Frayser and Raleigh combined have over thirty schools; district and charter schools, over which over 80% of those schools are listed as “priority or failing”. Furthermore, [Shelby County School's 2019 Regional Seats Analysis](#) (which combines Frayser and the adjacent area of Raleigh into one region) noted that 40% of elementary grade seats in this region were low-quality; only 12.6% of elementary seats were excellent, with 63.5% rated good and 17.7% needing improvement. It is no surprise that approximately 20% of Frayser’s families opted-out of neighborhood schools. In the past seven years some progress has been made both by ASD schools and Shelby County’s i-zone, with a few schools moving off the priority list. However, most of those schools offer similar educational models to each other. Furthermore, the pandemic eliminated most of those gains for other schools. In the face of these statistics, Raleigh and Frayser communities need an innovative school model like Promise Academy Spring Hill.

## **Student Population**

The current demographic population at Promise Academy Spring Hill is 98% minority, 75% economically disadvantaged, 6% are students with disabilities and less than 5% are English language learners. These demographic data are expected to remain similar under the Charter Commission; however, we are expecting an incremental increase in enrolling students with disabilities and English Language Learners up to 10% by the end of the first year. Our targeted recruitment strategy will be to invite/recruit more students and families to our school because of the services we expect to provide for these students.

### **Enrollment Process will be as follows:**

- ✓ PASH will enroll students in attendance from the previous school year.
- ✓ PASH may enroll students of a teacher, or member of the governing body, not exceeding 10% of total enrollment of 25 students.

If PASH exceeds the number of applications, students will be randomly selected by lottery in the following order:

1. Students that enrolled in a pre-K program operated by PASH.
2. Students enrolled in a charter school that has an articulation agreement with the enrolling public charter school.
3. Siblings of students already enrolled in the public charter school.
4. Students from groups set forth in T.C.A. 49-13-106(b)(1)(C) if the public charter school has been approved with the focus of serving such students.
5. Students residing within the LEA service area in which the public charter school is located who were enrolled in another public school during the previous school year
6. Students residing outside the LEA service area in which the public charter school is located and who were attending a public school during the previous school year.



**Number of Students 350**

<b>Grade Level</b>	<b>Year 1 2023</b>	<b>Year 2 2024</b>	<b>Year 2 2025</b>	<b>Year 3 2026</b>	<b>Year 4 2027</b>	<b>Year 5 2028/2029</b>
K	60	60	65	70	75	75
1	60	60	65	65	70	75
2	60	60	60	65	70	70
3	60	60	60	60	65	65
4	55	60	60	60	65	65
5	55	60	60	60	60	60

<b>Current Demographics</b>	<b>% of Economically Disadvantaged Students</b>	<b>% of Students with Disabilities</b>	<b>% of English Learners</b>
	78%	12%-16%	1%

<b>Anticipated Demographics in Year 1 under Charter Commission</b>	<b>% of Economically Disadvantaged Students</b>	<b>% of Students with Disabilities</b>	<b>% of English Learners</b>
	75%	13%-17%	1%-5%

### **1.3 Academic Focus and Plan**

When Promise Academy began serving Spring Hill families in the Raleigh community, the school ranked in the bottom 5% of elementary schools in Tennessee. In our first year of existence, we outscored all schools in the district with 96% of scholars meeting their grade level Benchmark on the NWEA-MAP assessment in Reading and Math. Over the past nine years, Promise scholars have scored between 8% and 16% proficiency in Reading and Math on the TNReady assessment. In 2021, Promise Academy ranked in the top 10% of charter schools in TN and achieved a Level 5 status for growth and achievement with 19% of 3rd-5th scholars scoring proficient and advanced in Reading and 16% in Math. This is more than double the previous years' scores of 8% ELA and 6% in Math and exceeds our AYP goals.

#### **Key Academic Plans and Features**

Promise Academy is committed to helping our students become proficient readers and writers of the English language. Reading is the cornerstone of one's education and is the avenue to mastering content knowledge in all subject areas. Our English language arts program takes a balanced approach to instruction and includes a focus on building basic skills, as well as comprehension and appreciation of a wide range of genres. Our students in Kindergarten through 3rd grades participate in a daily 150-minute English language arts block that incorporates the six areas of reading skills that must be addressed in any solid literacy program – decoding, phonemic awareness, phonics, fluency, vocabulary development, and comprehension. To meet the rigorous requirement of the Tennessee State Standards in English language arts, our 4th and 5th grade students participate in a daily 180 minutes of English Language Arts instruction that also provides rich instruction in writing and speaking skills.

In order for students to develop strong numeracy skills, mathematics instruction must address discrete skills and important underlying concepts. Common Core's Standards for mathematical practice, listed below, describe how students should engage in mathematical content to develop the processes and proficiencies needed for success. These practices are incorporated into our instructional blocks: 150 min block for Kindergarten through 3rd grades and 90-minutes for 4th and 5th grades.

- Make sense of problems and persevere in solving them
- Reason abstractly and quantitatively
- Construct viable arguments and critique the reasoning of others
- Model with mathematics
- Use appropriate tools strategically
- Attend to precision
- Look for and make use of structure
- Look for and express regularity in repeated reasoning

One of the most important factors in developing our academic program is the implementation of a standards aligned curriculum that guides teacher planning. This curriculum provides teachers, students and administrators with a measurable plan and structure for delivering quality classroom instruction. The curriculum identifies the learning outcomes and standards that students must master at each grade level and provides assessments that are aligned to objectives. Teachers must use the data received from assessments to provide individualized, small group instruction to students based on needs.

At Promise Academy, the fundamental goal of every instructor is to create a conducive learning environment where scholars are successful and achieve their greatest potential. Small group instruction is one of our approaches to learning that provides scholars with teacher support and guidance on their instructional level and helps them develop an understanding of content while prompting them to apply strategies they will need to work independently. Small-groups consist of approximately four to six scholars.

This small group setting allows teachers to closely observe and monitor scholars as they work and provide strong support for struggling learners and extra challenge for proficient learners.

Our strong RTI program has been key to providing additional support for struggling scholars. Promise Academy provides targeted and systematic interventions to all students as soon as they demonstrate the need.

The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom. This is called Tier 1. All students are screened on a periodic basis and struggling learners who need additional support receive supplemental instruction during the school day in the regular classroom. Students not making adequate progress in the regular classroom in Tier 1 are provided with increasingly intensive instruction matched to their needs, Tier 2. These interventions are provided in small-group settings in addition to instruction in the general curriculum. Students who continue to show too little progress at this level of intervention as well as scholars who scored in the 0 to 10th percentile on iReady are then considered for more intensive interventions as part of Tier 3. It is possible that some scholars may have learning gaps so severe that they will be recommended to receive Tier 3 interventions without first trying Tier 2 support.

At Tier 3, students receive individualized, intensive interventions that target the students' skill deficits. Students who do not achieve the desired level of progress in response to these targeted interventions are then referred for a comprehensive evaluation and considered for eligibility for special education services

## **Life and Culture**

A school should be the place where aspirations and dreams are developed, encouraged, and helped to grow. There's a delicate balance between preparing scholars academically for college and fostering creativity, curiosity, and passion in tomorrow's leaders. A school that is successful at both develops students who will excel because they understand WHAT they are pursuing, WHY they are pursuing it and HOW it's done.

To fulfill the school's mission of preparing students to excel in any academic or cultural setting, Promise Academy incorporates a Life and Culture component as part of our educational program. We believe that a highly aspirational learning environment exists when we honor student experience while inspiring future accomplishments. Scholars participate in active learning (Field Study) where they have rich opportunities for learning outside the classroom. Field study has a clear purpose that enriches the work of the learning and allows students to be researchers, not spectators. Scholars become active investigators, applying the research tools, techniques of inquiry, and standards of presentation used by professionals in the field. In addition to having scholars conduct research outside the school, teachers bring experts from the community into the classroom who collaborate with scholars on projects, teach them skills from their field, and critique their work using professional standards.

## **Student Celebrations and Enrichment Experiences**

At Promise Academy it is important we help our scholars understand that life isn't made up of test scores. Real success is made up of hard work, persistence, personal growth, and more! We celebrate scholar character, citizenship and creativity, academics and attendance. We celebrate daily, weekly, monthly and quarterly through rewards and incentives, class and whole school celebrations, programs and much more to ensure we recognize scholars often for quick wins and long term goals.

## **Morning Jamboree**

At PASH we believe in building family and community. Morning Jamboree provides opportunities beyond the classroom for learning and achievement. Scholars learn to translate classroom behavior expectations into audience behaviors, practice leadership and public speaking, and grow a vision of themselves as contributing members of a larger community. Morning Jamboree is held on Mondays after breakfast in Smith Hall and lasts approximately 20 minutes. Morning Jamboree will follow the schedule below:

1. Pledge of Allegiance
2. School Pledge
3. School Core Value
4. Instructional Challenge
5. School Song
6. Dismissal

## **Core Value of the Month**

Promise Academy has made a commitment to developing scholars who have strong character and demonstrate our values in their interactions with others.

We believe in helping scholars develop strategies and skills that create a positive self-image, promote respectful relationships and build their capacity to recognize and manage their own emotions and make responsible decisions. In an effort to highlight and strengthen the character and nurture the values of our scholars, we implement an SEL Tool and core value of the month. Each week scholars will study a tool that is aligned to one of the 5 coreSEL competencies and learn to implement that tool into their daily activity. The Core Value of the Month is introduced during Morning Jamboree on Monday morning by The Principal. Teachers then reinforce the expectations for the core value in their classrooms and throughout the school. At the end of the month scholars and teachers will nominate staff and scholars who demonstrate the core value of the month.

## **Ashe' Ceremony**

Ashe' Ceremony is a way for our scholars and staff to come together and celebrate our successes from the month. Gatherings take place on Fridays at 1:00pm in Smith Hall. During Ashe', staff and scholars discuss and rate ourselves on achieving our core value of the month. We recognize scholars and staff whose behavior and academics exceeded our expectations and exemplify our value of the month.

## **Deliberate and Structured Use of Data**

Traditional education has long been focused exclusively on what teachers have taught with little attention to what or how much students were learning. A focus on teaching without understanding learning, however, is incomplete. In order to provide our students with an education that will prepare them for their future, it is our responsibility to regularly understand where they are in their learning. If we do not understand what they need, we cannot design learning experiences to help them succeed. For that reason, Promise Academy regularly and intentionally assess our students to make needed instructional adjustments. We believe that when schools regularly and collaboratively examine and reflect on evidence of student learning, they are better equipped to create and implement improvement plans that focus instructional efforts to meet student needs. Research indicates that when teachers use data to adjust their instruction, student learning is significantly impacted.

Our assessment process extends beyond the administration process to include analysis of grade level, classroom, and individual student results. This analysis allows us to understand broad trends in student achievement, classroom level concerns, and individual student needs. From this analysis, specific action plans are developed and implemented for re-teaching when necessary. Between assessment

administrations, teachers will deliver modified lessons in areas of need, using classroom formative assessments to ensure students are making progress towards goals.

Students in kindergarten through grade 5 take the iReady Predictive Growth Assessment for reading and mathematics. This assessment is administered three times per year. In addition, students in grades 2-5 take the CASE interim assessments three times per year. All assessments are based on Tennessee State Standards and assist us in preparing students for success on the Tennessee state assessment-TNReady.

In addition to interim assessments and classroom formative assessment items, The Lavinia Group partners with Promise to support school-wide implementation of best instructional and data practices.

### **Smaller Class Sizes with Structured Supports**

We have intentionally designed our grade levels and classrooms to create a supportive environment of high expectations, structured in traditional grade configurations with smaller class sizes. This allows teachers more opportunity to know their students and provide them the individual learning support they need. In classrooms of approximately 16-20 students, we believe our students are able to experience an environment of engaged learning that helps them focus on their learning tasks. Research evidence demonstrates that students who participate in smaller classes, particularly in the early grades, have higher test scores, better grades, and more consistent attendance. Additionally, the students that benefit most from smaller class sizes are exactly the students we will serve – those children from poor and minority backgrounds.

We believe that a quality core instructional program is the best first step to preventing academic failure. When

students demonstrate they need additional support in learning, we provide differentiated instruction in the core program. Delivered in small groups or to individual students, this instruction will fill essential skill gaps before students fail to perform on essential standards. Part of every school day is designated for differentiated learning time.

Kindergarten through third grade classrooms are self-contained with two classroom teachers. Each teacher delivers instruction in their respective content area. Departmentalization and gender specific classrooms in grades 4 and 5 has helped to increase focus and achievement. To support our 4th and 5th grade teachers and students, an assistant teacher is provided to each grade level. The assistant teacher supports the classroom teacher in a variety of planning and support activities (e.g., material preparation, classroom management, Tier II small group instruction). The additional support from the assistant teachers allows our classroom teachers to work with the students most in need and develop specific learning opportunities for pre-teaching, re-teaching, or extension activities to meet the needs of all students in their classrooms.

### **Technology**

Promise Academy has invested significant resources in the use of technology and software. All classrooms have access to a SmartBoard, iPads/Chromebooks and 1:1 device usage for staff and scholars. We have purchased the adaptive software (iReady) for mathematics and language arts for assessment and personalized instruction. We also use Mastery connect, an online assessment tool for bi-weekly and interim assessments.

### **Extended Learning Time**

From inception, Promise Academy has offered students an extended school day and school year that

provided more instructional time than the traditional Memphis City School schedule. The official school day was eight hours, with at least 6.75 hours intentionally scheduled as instructional time. In 2022, although we still have an extended school year, our staff and Board voted to change our school hours based on research on the impact of longer school hours on students' and teachers' achievement and social and emotional health.

**Focus on and Support for Effective Teaching**

At Promise Academy, we know that the most important factor for student learning is the quality of the classroom instruction. Teaching matters – a highly effective classroom teacher can have a powerful influence on student learning. Because many of our students come to us academically underserved, quality classroom instruction is critical. For that reason, our teachers are expected to interact in a professional setting that demands the use of research-based instructional and assessment methods that are shown to increase student learning.

To support teachers in their development of effective practice, Promise Academy currently employs 4 Instructional Coaches. These coaches provide school-wide professional development and individual coaching to ensure teachers are responding appropriately and effectively to the needs of their students.

**Focused Leadership Structure**

Promise Academy strategically organizes its leadership structure to ensure we are providing the essential elements necessary for our teachers and students to be successful. Promise Academy employs a dual administrative structure consisting of an Executive Director and a school Principal. The dual administrative structure allows the Principal to focus on the development of a strong academic culture and the instructional elements of the teaching and learning process. The Executive Director is responsible for communicating and interacting with the Board, assisting with reporting and compliance issues, and overseeing the logistical elements of the organization.

**Adjustments to Academic Plan**

Over the course of 9 years, there have been small, intentional adjustments to our academic plan. The addition of an intervention team and co-teaching model has strengthened Tier II and III instruction. In addition to additional support for our most vulnerable students, we added support for our instructional staff. The adjustments are listed in the chart below.

2014	2022
<p><b>Initial Benchmark</b> All students will be initially assessed in August on the NWEA MAP assessment to determine their current RIT score. Scores will be made available to teachers and administrators immediately following the testing period, followed by PLC and PD time for the teachers to determine the appropriate strategies and placement of students to effect the greatest improvement in student achievement. Use of data will help the teachers plan lessons, assess student progress, reteach concepts that were not mastered and</p>	<p><b>Initial Benchmark</b> All students are assessed at the beginning of the year(Aug.) using iReady. iReady is an online assessment used to determine student placement for instruction in Reading and Math. The follow up with data analysis and student grouping has not changed.</p> <p><b>Interim Assessments</b> Interim assessments are used as a roadmap for teaching at the beginning of each cycle. We administer interim assessments in our core subjects: Reading, Math, and Science, every 9 weeks. Our aligned curriculum maps</p>

<p>move the students to the stated goals.</p>	<p>match the same level of rigor as our interim assessments. Frequent assessments such as exit tickets, bi-weekly assessments and informal teacher observations will give teachers the opportunities to practice diagnosing the problem and addressing it in the classroom.</p>
<p><b>TIER I, II and III instructional plan of RTI</b> Using NWEA assessment data, Odyssey data and student data from classroom assessments, students will be placed in appropriate instructional groups to best remediate and address learning needs. Use of data will help the teachers plan lessons, assess student progress, reteach concepts that were not mastered and move the students to the stated goals.</p>	<p><b>TIER I, II and III instructional plan of RTI</b> <b>Tier 1: Whole Class</b> Teachers respond to scholars' needs in the classroom through differentiation of instruction and classroom interventions. Teachers establish a measurable goal and monitor performance on a frequent basis. All scholars receive more individualized instruction in small, teacher-led flexible groups(Guided Reading and Guided Math). This instruction occurs during the regular school day in the general education classroom for at least 20 minutes every day. If scholars aren't making adequate progress in Tier I, grade level instruction based on assessment data, they will receive targeted, specific Tier II intervention.  Students who are performing at or above grade level receive targeted instruction based on iReady skills.</p>
	<p><b>Tier 2: Small Group</b> The goal of Tier 2 support is to close the achievement gap as quickly as possible. TIER 2 Interventions provide instruction in small group settings in addition to general instruction provided in TIER 1 and is done outside the instructional block time. Promise classrooms follow the co-teaching model where both teachers provide small group instruction in reading and math during designated small group time. Scholars receiving Tier 2 instruction are progress monitored every two weeks. The co-teaching model has provided a smaller teacher to student ratio allowing more focused time for small group instruction and intervention.  <b>Tier 3: Intensive Interventions</b> Scholars who are not successful in TIER 2 as well as scholars who scored in the 0 to 10th percentile on iReady are provided more intensive interventions at TIER 3. These scholars are pulled out for an additional 45 minutes of instruction using a research based phonics program.</p>
<p><b>Special Populations</b></p>	<p><b>Special Populations Support Team</b> Promise Academy attracts a significant number of students with special needs. Our Functional Skills</p>

	<p>classroom provides support for multi-age and ability scholars who need a more individualized model for learning. In addition to our FS classroom, we have a resource class that services scholars with IEPs in core content areas. This is a push in and pull out model that allows the GenEd and SPED teachers to collaborate on best instructional practices for all scholars.</p>
<p><b>Instructional Support</b>  <b>Principal</b>-Principal responsibilities cover several specific areas; School visions and goals, Teaching and learning, Operations, Collaborating with families and stakeholders, School safety.</p> <p>Director of Students, Families, and Community, Curriculum and Instruction- Under the direction of the principal, the Director of Curriculum and Instruction provides instructional leadership in the coordination and implementation of the school's curriculum/instructional programs, including technical assistance to administrators and staff as they implement the instructional program.</p>	<p><b>Instructional Support</b>  Principal  Assistant Principal  Dean of Scholars  Director of Special Populations  K-2nd grade Literacy coach  3rd-5th grade Literacy coach  K-5th grade Math coach  K-5 Science coach</p> <p><b>High Frequency Coaching</b>  High-quality classroom observations are an essential component of teacher growth. When done frequently and purposefully, they are an integral step to improving teachers' instructional practice. At Promise Academy, we provide ongoing support through a continuous cycle of observation and feedback to develop a teacher's instructional capacity. Teachers are matched with an Instructional Coach who will provide one on one coaching, real time feedback and continuous support to assist them in their growth. Through frequent classroom observations and immediate feedback, we are able to gather evidence of teachers' strengths, as well as areas for development. Observation is one of the most effective means of assessing the quality of our teachers.</p>

#### 1.4 Academic Performance Standards

When Promise Academy wrote its original charter application, Academic Performance goals were based on standards and state assessments that are no longer relevant to current Tennessee standards and state testing. Being data driven is embedded in our culture such that as the standards changed becoming more rigorous did our teaching and instructional practices and our curriculum. In an effort to make Promise performance goals relevant, please see Chart on Goals from Charter Renewal on next page. It includes the original goals, revised goals based on the current education requirements and progress towards reaching goals. Initially we used a number of assessments including Stanford 10 and DRA but over time we have moved to STEP, IReady CASE, and AimsWeb, EasyCBM, and other common assessments that are aligned to TN State Standards.



**Academic Goals:**

<p><b>Yearlong Academic Goal #1</b> <i>State Accountability- TNReady</i></p>	<p>Increase percentage of students at Meet/Exceeded by 10 % in ELA, Math and Science</p> <table border="1" data-bbox="690 247 1464 709"> <thead> <tr> <th></th> <th>ELA</th> <th>Math</th> <th>Science</th> </tr> </thead> <tbody> <tr> <td>3<sup>rd</sup></td> <td>36%</td> <td>30%</td> <td>28%</td> </tr> <tr> <td>4<sup>th</sup></td> <td>27%</td> <td>20%</td> <td>43%</td> </tr> <tr> <td>5<sup>th</sup></td> <td>25%</td> <td>24%</td> <td>22%</td> </tr> </tbody> </table>		ELA	Math	Science	3 <sup>rd</sup>	36%	30%	28%	4 <sup>th</sup>	27%	20%	43%	5 <sup>th</sup>	25%	24%	22%
	ELA	Math	Science														
3 <sup>rd</sup>	36%	30%	28%														
4 <sup>th</sup>	27%	20%	43%														
5 <sup>th</sup>	25%	24%	22%														
<p><b>Yearlong Academic Goal #2</b> <i>Student Growth</i></p>	<p>65% of students will meet their growth goal by the end of the 2020-2021 school year as determined by iReady assessment.</p> <p>40% of students will meet their STEP grade level goal by the EOY.</p> <p>65% of students will move at least 1 STEP each cycle</p>																

In 2012, Promise Academy submitted a charter application to the Achievement School District (ASD) that was based on replicating our current school Promise Academy Hollywood at a new location. We were approved as a phase-in model beginning with grades K-1 and adding a grade level each year until 2018-2019 when we would be operating a PK-5th grade elementary school. We were matched with the former Spring Hill Elementary School and charged to transform Spring Hill Elementary, a consistently low performing elementary school operated by Shelby County Schools. Since the application was for replication, the Academic Performance goals established for Promise Academy Spring Hill (PASH) were similar to Promise Academy Hollywood and ambitious. The goals were to move the school out of the bottom 10% and off the priority list to proficiency levels consistent with the state average. PASH's overarching and driving goal continues to meet and exceed the State's average in students mastered and on track proficiency rates in all academic areas.

Our first year of testing was 2017 with our third-grade students. In both ELA and Math our overall proficiency rate was 16.7%, which was considerably higher than previous test results. In 2018 our ELA was 15.2% and Math 12.4%, a decline from the previous year but still out of the bottom 10% according to information provided to the school from the ASD. For 2020 COVID-19 disrupted our learning. The 2020-2021 school year was our first year giving the i-Ready assessment. From the chart below, all students grew overall in language arts except for our kindergarteners. The academic growth that year was less than ideal. However, given the local and national trends in student learning loss, that our students continued to grow is commendable.

Promise Academy uses the STEP assessment. The STEP Assessment is an online, formative literacy assessment that provides educators with the insight needed to tailor instruction to meet the literacy needs

of their students. When using STEP, teachers assess students at multiple points throughout the year to determine current achievement and instructional needs. Students' progress across 19 distinct developmental steps toward the level of reading proficiency expected for grades Kindergarten through 5th grade. STEP offers two distinct assessment series, "Construct & Stabilize" and "Strengthen & Expand." Based on last year's data:

- Overall, 87.7% of students performed below grade level for Cycle 3.
- 14.2% of students in the district are meeting or exceeding the grade level benchmarks for Cycle 3.

The following grades have more than 50% of their students performing below target expectations:

- 1st Grade: 68.8% of students
- 2nd Grade: 90.1% of students
- 3rd Grade: Did not assess
- 4th Grade: Did not assess
- 5th Grade: 100.0% of students

The following grades have more than 50% of their students performing at or above target levels:

- ✓ Kindergarten: 63.5% of students (Table 1)

Table 1 – EOY 21-2

### Table 1 – EOY 21-22 STEP Data

#### Student Performance by Grade through Cycle 3



Report prepared on October 3, 2022 at 2:35 p.m. CDT.

This report summarizes student performance for Promise Academy Spring Hill through May 20, 2022, the last day of Cycle 3. Percentages are rounded to the nearest whole number.

#### Student Performance by Grade



There are 6 grades in Promise Academy Spring Hill. Overall, 87.7% of the students in the school are performing below grade level for Cycle 3. 12.3% of students in the school are meeting or exceeding grade level benchmarks for Cycle 3.

As listed in table 1.1, there are significant deficiencies in 3rd through 5th grade on STEP and TCAP (Table 2). The impact of the pandemic on learning in these grades were significant. We have developed a more robust RTI2 process to ensure that we can accelerate learning recovery and meet the individual needs of our scholars. We are partnering with Diverse Learners Cooperative to continue building strong systems of tiered interventions that are both compliant and, most importantly, accelerate student growth at all levels (Tier 1, Tier 2, Tier 3).

academic interventions. By the end of the year, the DLC and Promise leaders collaboratively developed a complete RTI Reading Framework, and the school's RTI2 leaders want to continue to collaborate around RTI data.

**TABLE 2 – TCAP Data (2021-2022)**

Grades 3-5	Reading % Proficient	Math % Proficient	Science % Proficient
3 <sup>rd</sup>	27%	22%	18%
4 <sup>th</sup>	17.4%	10.9%	33%
5 <sup>th</sup>	14.2%	14.2%	12.2%

We made gains necessary to move from a Level 1 TVAAS in 2020-21 to Level 5 in 2021-2022. This TVAAS determination was welcomed, we are by no means content with these results. Our goal is to have 100% of our scholars show growth and a minimum of 10% increase in Reading, Math, and Science each year until 2025.

We have identified the following areas as opportunities to strengthen our academic program and put on a path to success:

- Leadership Capacity – We are fortunate to have principals with a wealth of experience and knowledge as instructional leaders. Mrs. McBride has worked at Promise since its inception and has participated in leadership development with RELAY GSE, Ryan Fellowship, and local leadership development opportunities provided by the state. The entire leadership team has received ongoing development and training on academic improvement and data analysis.
- Teacher Capacity – Our Board has demonstrated an unyielding commitment to recruiting, hiring, developing, and retaining teachers. In the past three years, Promise has invested a significant amount of funds in developing and coaching teachers. Most recently, we partnered with the Lavinia Group to build our teachers' collective and individual capacity to plan and deliver high quality lessons, assess learning and make adjustments in real-time, engage parents and scholars in the learning process, and maximize their instructional time to get better student outcomes.
- Scholar Attendance – The pandemic's impact on student attendance has presented us with the monumental tasks of contacting our scholars who did not return to in-person learning and solidifying parent support to get their child(ren) to school. We are partnered with Communities in Schools to support parents and scholars with attendance challenges.
- Scholar Recruitment – Enrollment is down since the pandemic. We have a robust, comprehensive recruitment plan involving staff, parents, community leaders, and an organization called The Enrollment Professor. We've developed an enrollment plan that targets specific areas of Memphis and Shelby County.
- Social-Emotional Learning – The pandemic's effect on the social-emotional health and wellbeing of adults and children is well documented. We have taken a number of key steps to mitigate the impact on our stakeholders including: (1) Providing resources to parents and scholars to get help if they need it, (2) Shortened the school day to provide families and staff, (3) Incorporated "Mindfulness" classes into our curriculum, and (4) Bring in speakers and professionals to speak to these issues and provide meaningful next steps our families and staff.

## 1.6 Assessments

Promise Academy Spring Hill uses four assessments throughout the school year. Each assessment is researched based and aligned to state standards. The four assessments are iReady, Case Benchmark Assessment, AimsWeb, and the STEP reading assessment.

- iReady is an online assessment for reading and mathematics that helps teachers determine students' needs, personalize their learning, and monitor progress throughout the school year. Teachers meet students where they are. iReady personalized instruction provides students with lessons based on their individual skill level and needs, allowing students to learn at a pace that is appropriate for them.
- The Case Benchmark Assessment provides grade level assessments for reading and math that are aligned to state standards. The benchmark assessments help teachers identify particular areas for all students' needs. Case Benchmark Assessments are provided quarterly to evaluate students' knowledge and skills relative to an explicit set of long-term learning goals.
- AimsWeb is a progress monitoring tool that is used for k-5 students to measure academic growth. It is a formative assessment that monitors math and reading skills. AimsWeb provides the data that is needed for program planning and evaluation. It helps teachers differentiate instruction and determine which students will benefit from intervention.
- STEP is used to assess students, in reading, three times a year. It is used to determine current achievement and instructional needs in reading. With STEP data, educators are equipped to increase the number of students on track to reading proficiency.

### **Schoolwide Assessment Structure**

To avoid falling into reactive and sometimes prescriptive teaching we have increased the precision of our teaching. This happens because we use assessments to guide our instruction.

Establishing a culture of analyzing and using data is important at Promise Academy because data drives everything we do. Our leadership team clearly communicates a data driven culture that focuses on Data-Driven Instruction and Inquiry. The inquiry cycle of data-driven instruction includes 4 key principles called the 4As. Assessment, Analysis, Action and Accountability. The 4As is a key framework for school-wide support of scholars' success. Using data-based methods requires teachers to look specifically at what students learned. Developing a data-driven school culture, in which educators routinely use student achievement data to plan instruction and support continuous improvement.

After assessments have been created and administered to students, teachers and administrators do a deep dive into the data to examine what happened and why. The analysis of assessment data is the only way teachers and leaders can identify student strengths, weaknesses, and trends and determine what next steps to

take to achieve the goal. The test in hand analysis is the best way to ensure teachers are effectively using data to drive instruction. Test in hand analysis is when you have the test in front of you to compare student results with the questions on the assessment. During test in hand analysis, teachers are able to quickly identify the questions/standards on which students performed poorly. They are then able to decide the best course of action for reteaching through intensive, explicit planning.

Analysis leads to action, which is the third principle of creating a data driven culture. Data is useless if it is not applied. Action plans should be created by teachers to describe how and when they will reteach and reassess the non-mastered skills. Action plans are directly aligned to the results from the data analysis and should directly correlate with teacher lesson plans. The action that a teacher takes to address misconceptions and increase student understanding of a skill is vital to increasing student achievement.

We have made data part of an ongoing cycle of instructional improvement. We also teach our scholars to examine their own data and set learning goals. We have established a clear vision for how we use data schoolwide and we provide support that foster a data-driven culture within the school. These key characteristics help us to use our data to drive results.

**Assessments, Analysis, action, and accountability**

We use four key principles to drive academic excellence. The table below explains each component and how they are critical to establishing our culture of data.

<p><b>Assessments</b></p>	<ul style="list-style-type: none"> <li>● Common Interim Assessments 4-6 times/year</li> <li>● Transparent Starting Point: teachers see the assessments at the beginning of each cycle; they define the roadmap for teaching</li> <li>● Aligned to state tests and college readiness</li> <li>● Aligned to instructional sequence of clearly defined grade level/content expectations</li> </ul>
<p><b>Analysis</b></p>	<ul style="list-style-type: none"> <li>● Immediate turnaround of assessment results (ideally 48hrs)</li> <li>● User-friendly, succinct data reports include: item-level analysis, standards-level analysis &amp; bottom-line results</li> <li>● Teacher-owned analysis facilitated by effective leadership preparation</li> <li>● Test-in-hand analysis between teacher(s) &amp; instructional leader</li> <li>● Deep: moves beyond “what” students got wrong and answers “why” they got it wrong</li> </ul>
<p><b>Action</b></p>	<ul style="list-style-type: none"> <li>● Plan new lessons collaboratively to develop new strategies based on data analysis</li> <li>● Implement explicit teacher action plans in whole-class instruction, small groups, tutorials, and before/after-school supports</li> <li>● Ongoing assessment: utilize in-the-moment checks for understanding and in-class assessment to ensure student progress between interim assessments</li> </ul>
<p><b>Accountability</b></p>	<ul style="list-style-type: none"> <li>● Instructional leaders review lesson/unit plans and give observation feedback driven by the action plan and student learning needs</li> <li>● Engaged Students know the end goal, how they did, and what actions they are taking to improve.</li> </ul>

We use various assessments that are strategically chosen to analyze scholar strengths and weaknesses. We administer these assessments at different points in the school year to assess whether our scholars are on track to meeting our goals.

**1.7 School Calendar and Schedule**

**Promise Academy annual academic calendar and school’s daily schedule: Attachment A**

Our calendar includes 180 days for students. Students receive 395 minutes (excluding lunch) of daily instruction totaling 71,100 minutes for the year. This exceeds the Tennessee requirement by 900 minutes, providing more time on task as well as banked days for inclement weather if needed.

The school academic calendar was designed to meet the minimal state requirements for the number of academic days and hours for students. The schedule was designed to meet the overall and individual needs of our scholars. The schedule provides for RtI (intervention), social emotional learning, and enrichment courses. It also allots time for individual teacher planning, PLC meetings, and professional development for the staff.

We have intentionally designed our grade levels and classrooms to create a supportive environment of high expectations, structured in traditional grade configurations with smaller class sizes. This allows teachers more opportunity to know their students and provide them the individual learning support they need. Currently, Promise Academy Spring Hill employs a co-teaching model in kindergarten and first grade, one 2nd grade class and one 3rd grade class. We have 28-30 students in each classroom with two highly qualified teachers. All other classes in grades 2-5 are departmentalized. This allows for maximum flexibility in instructing students. While the model works for Promise Academy Spring Hill, we believe it best to plan for a more traditional approach to teacher/student grouping 1:20.

In classrooms of approximately 20 students, we believe students will be able to experience an environment of engaged learning that helps them focus on their learning tasks. Research evidence demonstrates that students who participate in smaller classes, particularly in the early grades, have higher test scores, better grades, and more consistent attendance. Additionally, the students that benefit most from smaller class sizes are exactly the students we will serve – those children from poor and minority backgrounds<sup>1</sup>.

We believe that a quality core instructional program is the best first step to preventing academic failure. When students demonstrate they need additional support in learning, we will provide differentiated instruction in the core program. Delivered in small groups or to individual students, this instruction will fill essential skill gaps before students fail to perform on essential standards. Part of every school day will be designated for differentiated learning time.

## **Intervention**

The school will use a Response to Intervention (RtI) framework to systematically ensure that students who are not making adequate progress toward classroom goals are quickly identified and receive appropriate intervention. The process will begin with classroom teachers who are most familiar with each student's learning patterns and challenges. During weekly data meetings, teachers will review, analyze, and discuss an individual student's progress in the general education curriculum. Re-teaching plans will be designed, implemented, and monitored by the grade-level team for students who have not mastered concepts during the initial teaching/testing phase. At this stage, the intervention could be simple: a change in the student's seat, a modification in the scheduling of his or her language arts block, or a note to the parent each day.

When students are not making adequate progress in the core classroom instruction, they will receive supplementary small group instruction in the classroom as part of regular instruction. During the school day, 30-to-45 minutes have been intentionally built in the schedule to ensure that differentiated instruction can be delivered to meet each student's needs. Classroom teachers or assistant teachers trained in the intervention

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<sup>1</sup> Kreuger, A.B. & Whitmore, D.M. (2001). Would Smaller Classes Help Close the Black-White Achievement Gap? In *Bridging the Achievement Gap* Chubb, J.E. & Loveless, T. eds. Brookings Institution Press.

curriculum will primarily deliver this instruction, but specialized instruction will be provided when needed. Specific programs include:

- Go Math: GO Math! is a program designed to support teachers in effectively building students' mathematical skills and understandings. In its design, the program incorporates research-based strategies for effective teaching to maximize student learning.
- All Memphis: ALLMemphis provides partner schools with the Ditto Literacy curriculum, which provides high-quality multi-sensory foundational literacy lessons grounded in the Orton-Gillingham approach. Ditto Literacy can be used as a Tier I, whole-group curriculum or as an intervention to serve the most struggling students within the RTI2 space.

(c) Describe how the school will comply with all summer programming required under the Tennessee Learning Loss Remediation and Student Acceleration Act.

Promise Academy hosts three learning camps to mitigate the impact of COVID-19 and to comply with the Tennessee Learning Loss Remediation and Student Acceleration Act. We have provided three camps since Summer 2020. This summer we implemented the RISE curriculum, developed by the Lavinia Group. The Three Camps are:

- (1) **Summer Learning Camp** - (1st - 5th grade students) : This camp provides a minimum of 4 hours of Reading and Math instruction using RISE curriculum. Students also have a minimum of one hour of Physical Education and lunch is provided. The camp is led by Promise staff and support staff. The camp occurs Monday through Friday for a minimum of six weeks.
- (2) **STREAM Camp** - (1st - 5th grade students) : This camp provides scholars includes a full school day of instruction, including a focus on ELA and mathematics, with devoted time for STREAM (Science, Technology, Reading, Engineering, Arts, and Math) support, physical education, and response to intervention (RTI). This camp is facilitated by our network Science Coach and Science support staff in partnership with the Boys & Girls Club. STREAM is a six-week learning program with a minimum of 4 hours of instruction each day; Monday through Friday.
- (3) **Summer Bridges** - (Rising 4th - 6th grade students): This camp provides core instruction and intervention in Reading and Math for students who are rising 4th through 6th grades. Classes are taught by Promise staff and support staff with a minimum of six hours in Reading and Math and a minimum of one hour of physical education and lunch is provided.

## 1.8 Special Populations

### Special Populations and At-Risk Students

The department of Special Population Services at Promise Academy Spring Hill provides all students with educational disabilities special education and related services appropriate to their needs. The spectrum of services

includes out-of-district programs, self-contained classes, resource center classes (both in-class and pull-out), and full mainstreaming.

Many mainstream courses provide in-class support taught by the General Education Teacher (GET) and Special Education Teacher (SET). This inclusive approach combines the expertise of a content area specialist and a special education teacher in an effort to meet the varied learning needs of students.

We currently partner with LeBonheur for support services including Speech and Language, Occupational Therapy, Physical Therapy, Adaptive Physical Educational Services, and support services. We also employ a full-time Child Psychologist to assess students, as needed, and also serve on the Student Support Team. We currently have a partnership with Memphis Shelby County Schools for any scholars who may require special services that are not available at Spring Hill. We plan to continue this partnership; however, we have partnered with Harwood in the past and are open to partnering with them and other agencies in the Memphis area if services are needed to meet a student's learning needs.

The Special Needs Department is led by a licensed Director of Special Populations. The Director's responsibilities include but are not limited to:

- Advocates for special education students & staff
- Monitors delivery of both instruction and related services as stipulated on IEPs to ensure an integrated service delivery system
- Collaborates with School Leaders to develop and implement a school wide special education AYP plan
- Develops and implements a special education-specific performance management tracking system
- Serves as a link between School Leader and special education teachers/case managers
- Monitors service delivery in inclusion classes and resource setting
- Reviews all IEPs to ensure that they are based on quantitative present levels of performance, curriculum standards and content, and are relevant for the individual student
- Stays abreast of best practices
- Recommends strategies to enhance special education performance on standardized tests
- Ensures cooperative relationships with general education staff
- Chairs initial eligibility/IEP conferences and adheres to eligibility categories and guidelines
- Monitors and supports IEP meetings chaired by teachers/case managers
- Promotes positive parent relationships and intercedes in complex cases
- Monitors teacher/case manager notifications to parents
- Collaborates with contract evaluators to ensure timely receipt of reports
- Ensures special education staff abide by IDEA, State & Local Special Ed. Regulations
- Ensures special education teachers maintain compliance and monitors academic tracking system
- Oversees the compliance of special education files
- Coordinates staff development/training in collaboration with school leaders
- Maintains shared school wide calendar of Annual, Triennial Review, 30 Day Review and Initial Eligibility/IEP meetings to monitor timeline compliance.
- Provides monthly reports to school leaders.
- Ensure that Related Services are provided via IEP Services implied on IEP.
- Ensure that all External Placement services are provided.

All services are based upon individual student needs as identified by the IEP Team. The IEP Team at Spring Hill has the following responsibilities:

- The IEP Team of PASH will maintain an image of professional, timely and enthusiastic service delivery based on best practice research and experience



- Demonstrate respect and consideration for students and their families while maintaining a positive rapport with students and their families.
- Demonstrating punctuality for all student appointments, school meetings and IEP Meetings.
- Maintain the required documentation system in a timely and accurate manner
- Being prepared for scheduled and required IEP Meetings; completing required minutes, interacting with school staff only on matters relating to special education and the Student Support Process.
- Maintaining frequent and consistent communications with the Service Access Coordinator, Special Education Manager, and Special Education Program Analyst for the Achievement School District.
- Special Education Teachers will send SPED Coordinator a schedule of meetings 20 days before meeting and Draft documents 5 days before meeting will be reviewed by SPED Coordinator.
- Special Education Teachers will email SPED Coordinator Bi-Weekly or as required any updates, parent concerns or changes to student's IEP.
- SPED Director will review SPED Files weekly in assurance of compliance.
- SPED Team will meet monthly, this includes Related Service Providers for updates and Professional Development.

Promise Academy is committed to providing a high quality education that includes rigorous learning expectations coupled with appropriate instructional support, so that all students can realize the goal of academic success. This expectation extends to our entire student population, including those who are identified as having special needs that require them to have an Individualized Education Plan (IEP). Promise Academy recognizes that early identification of potential learning issues and effective follow-up will be key aspects of services necessary to meet its mission. At PASH, we use a combination of push in and pull out strategies to best serve scholars and their varying needs.

### **Track Record**

At Promise Academy, we have, to date, served students with speech and language disorders, developmental delays, developmental disabilities, specific learning disabilities, and other health impairments (e.g., ADD, ADHD, and neurofibromatosis). Currently, approximately 10% of our student population is receiving special education services. Students have been included in the general education classroom to the fullest extent possible by providing teachers with support in specific assessment and instructional techniques to support each student's learning needs. Students receive additional support with the identified special education teacher based on goals in their IEP.

### **Identification**

Promise Academy follows district and state protocols to identify students who may be in need of special services. These protocols are based on providing students with routine screenings for vision and hearing, as well as progress monitoring student performance and students' response to intervention (RtI). In addition, a Students of Concern committee has been formed consisting of the school Social Worker, Director of Special Populations, the Assistant Principal, and the School Psychologist. The committee meets on a monthly or six week basis and keeps track of students that are of concern. These students may be identified through testing, teacher observations, or parent concern. The committee discusses the best approach needed to begin addressing the concern – a parent meeting, a meeting with the teacher, a completion of a check-list, wait and see, or initiation of the testing protocol. Notes are kept on Google Docs with ready access by all committee members, allowing for timely updates and shared knowledge.

### **English Language Learners**

The EL Program at Promise Academy Spring Hill is led by a reputable, licensed ESL Instructor who has earned state-wide and district-wide recognition for her instructional practices and overall success rate of our current program.

The ESL teacher uses W-APT for students who use a language other than English as suggested on the Home language survey form and for returning students, the teacher uses results from WIDA. During the first week of school, the ESL Teacher visits classrooms of students to observe and check files. When new students enter Promise after the first 30 days of school, contact is made to ASD or the SCS ESL Coordinator for more information and check the student's home language survey. When we were to receive a student who is T1 or T2, the use of observation and conversations with both the student and the mainstream classroom teacher will occur.

For students whose parents have elected to waive their rights to ESL services, before they even sign the waiver, the ESL Teacher will meet with the parents and explain what is implemented in the ESL Program and why the student was selected for ESL services. The use of observations and conversations from mainstream teachers and assessments to show where students are struggling. If parents still want to waive services, they will be offered home practice materials and given resources that students can use with parents to practice skills learned in the classroom.

We have safeguards in place to ensure ESL teachers and other administrators of the WAPT, WIDA Online Screener, and ACCESS assessments are certified to administer the tests. The ESL teacher checks the WIDA.us site to ensure that all current certifications are up to date. If not all certifications are not current, the ESL teacher will immediately take any necessary PDs/tests to become certified before administering any test connected with WIDA. The ESL teacher will also keep a current copy of certifications related to WIDA to present upon request. This year, the ratio of ESL students to ESL-certified teachers is 1:4.

ESL students are seen daily for 1 hour. Students are taught implementing the Abeka ESL program, running records, comprehension, and Imagine Learning. The Scholastic Reading Library is implemented to incorporate Science and Social Studies to meet WIDA ESL Standards. Students are frequently instructed utilizing running records to improve fluency and automaticity. The pull out model is implemented with some push in sessions. Frequent comprehension checks are implemented for screening and progress purposes. Envision Math is implemented to meet WIDA ESL Standards for students. Students are identified and screened using the WIDA Access within the first 30 days of school and assessed upon registration within 10 days after registering when school has begun. The WAPT is administered during the testing session for all ESL Students.

Results from WIDA ACCESS is used to decide how much time a student will receive for ELL. Student who receive 3.5 or below on ACCESS 2.0 will qualify for full service (5 days a week for an hour); students who took the WIDA ACCESS in the school year 16-17 and scored a 4.0 for literacy and 4.2 as the overall score are considered transitioning and will be monitored according to STEP & NWEA. Using TN READY, STEP, & MAP - the ESL teacher will decide where would possibly be a good time to push in for students with extreme need. All data used will also help in determining individualized plans for students in reference as to what skills to focus on.

Parents of EL students are introduced to programs like Imagine Learning, Reading Bear, Turtle Diary, PBS Kids, BBC Kids, NPR Youth, and KPR. The ESL Teacher will participate in curriculum nights in which parents will be taught some strategies for applying English literacy skills. There will be a resource center for ESL and mainstream parents where they will learn about their rights as renters, business owners, financial literacy, access to counseling, medical information or other community services offered at either no-low cost in the planning for school year 2022-23.

Once the EL teacher has tested a student using the W-APT and the student qualifies for services whether full time service or partial service, a note is sent home to the parent to request a meeting. Usually the letter is sent

within 2-3 days of taking the assessment. Parents are given a list of available times during the week to meet with the ESL teacher.

For returning students, The ESL teacher reviews the WIDA ACCESS scores and based on the most recent scores, decides EL scheduling or monitoring, if they're transitioning.

After a student has tested with the W-APT and qualifies as an EL, then a notice is sent home within 1-3 days of taking the assessment for placement. Most documentation coming from the school provided to parents from the ESL teacher will be in a bilingual format.

The EL teacher will help provide assistance with translation if able to speak another language. In the case that an EL teacher is not bilingual, they will reach out to an approved party that can assist in oral translation. If time constraints do not allow such outreach, there are translation apps available that can be put to use. To ensure that written communication is also translated, the EL teacher can demonstrate to other faculty members how to use translation programs from Google Docs and Microsoft Word. Also for school digital communications, apps have options for translating capability (Kickboard).

Currently, Promise Academy's EL teacher is able to speak Spanish and assist with interpreting/translating regardless of face-to-face or phone communication. Also, they communicate with parents either through text, phone calls, WhatsApp, and/or Facebook Messenger. In order to communicate with parents who speak another language that is not readily available for translation, apps like Photo translator, Arabic translator, etc are being put to use.

The EL teacher also sends reminders to teachers that any written communication sent home with scholars should be in a bilingual format.

## **1.9 School Culture and Discipline**

Student and Parent Handbook [Attachment B](#)

### **School Culture**

At Promise Academy it is important we help our scholars understand that life isn't made up of test scores. Real success is made up of hard work, persistence, personal growth, and more! We celebrate scholar character, citizenship and creativity, academics and attendance. We celebrate daily, weekly, monthly and quarterly through

rewards and incentives, class and whole school celebrations, programs and much more to ensure we recognize scholars often for quick wins and long-term goals

## **Social-Emotional Learning**

We believe in helping scholars develop strategies and skills that create a positive self-image, promote respectful relationships and build their capacity to recognize and manage their own emotions and make responsible decisions.

Toolbox Project is a simple and practical metaphor directing children to the experience and awareness of 12 innate Tools that already exist inside them. It's a research-based, community-tested Kindergarten through sixth grade social and emotional learning (SEL) program that builds and strengthens children's inherent capacity for resilience, self-mastery and empathy for self and others through its curricula, methods, and strategies.

## **Positive Community**

### **Classroom Morning Meeting**

Morning meetings are an engaging way to start each day, build a strong sense of community, and set children up for success socially and academically. Morning meetings include a routine of a greeting, share time, a group activity, and a morning message. Teachers implement morning meetings to have a consistent community-building routine focused on helping students get to know more about their classmates

### **School wide Morning Meeting**

We believe in building family and community. Morning meetings provide opportunities beyond the classroom for learning and achievement. Scholars learn to translate classroom behavior expectations into audience behaviors, practice leadership and public speaking, and grow a vision of themselves as contributing members of a larger community. Morning meeting is held on Mondays after breakfast in Smith Hall and lasts approximately 20 minutes with an intentional focus on our core values and our SEL tool from The Toolbox Project.

## **Core Values**

Promise Academy has made a commitment to developing scholars who have strong character and demonstrate our values in their interactions with others. In an effort to highlight and strengthen the character and nurture the values of our scholars, we study a Tool for the month based on Toolbox (SEL curriculum) and our core school values. As a school, our scholars learn to implement the tools and values into their daily activity. Teachers observe and reinforce the behaviors throughout the school and at the end of the month teachers nominate scholars who demonstrate the core value of the month.

Our school values define the expectations we have for students and adults in our building.

**Love of Learning-** I have the power to take responsibility of my own learning. I will value all learning experiences and use discovery to create the third way!

Scholars will show their Love of Learning by:

- Showing great interest in gaining knowledge about the world and how I fit into it

- Working hard in school to learn and improve
- Exploring their curiosity and pursue things that interest me
- Being Self-motivated

**Results Oriented-** I will reflect and make meaning from every new experience and use what I learn to keep getting better.

Scholars will show they are Results Oriented by:

- Staying focused on achieving my goal
- Believing that practice and effort can improve my ability to learn
- Applying my strengths
- Finding ways to address learning challenges
- Responding positively to challenges and setbacks

**Commitment to Excellence-** I believe in striving for excellence in everything I do. Excellence is not an act, but a habit.

Scholars will show their Commitment to Excellence

- Set and achieve ambitious goals
- Come to school on time, prepared to learn with materials and assignments
- Maintain academic integrity
- Strive for excellence in everything I do
- Be flexible, positive, and collaborative to be my personal best.
- Lead by example to inspire, and commit to learn more, do more and become more.

**Caring-** I use words and actions that show support to others. I value other's thoughts and opinions. I am respectful and kind in my actions, thoughts, and words.

Scholars show they Care by

- Cooperating and working well with others in a respectful and caring way
- Asserting myself and getting involved. Standing up for others and myself
- Responsible for my actions and words
- Empathetic to others' feelings
- Self-control. I will take control of my body and my words

**Drive-** We focus on our goals. We take risks and see mistakes and failures as opportunities to learn and grow. We lead with strength and determination to get the job done.

Scholars will show they are Driven by

- Working toward being successful in and out of school.
- Focused on success.
- Use failures and mistakes as my stepping stones.

## **PBIS**

Discipline is a part of every school. At Promise we incorporate strategies that redirect negative behavior, and have a very positive effect on our school culture. It takes a lot of work to maintain a culture of positivity in a school, but positively framed redirection and reinforcements reduce discipline-related issues, improve academics, and create a better place to learn and grow.

Scholars receive a Daily behavior log that is completed by the teacher and sent home in their homework folder. The behavior log is our daily communication with parents on how their scholar demonstrated our core values throughout the school day. Parents are expected to sign the behavior log and place it back in their scholar's homework folder to return to school the next day.

Teachers use Kickboard as a behavior management tool to track and recognize positive scholar behaviors. Kickboard tracks behavior and attendance and allows scholars to earn points/dollars towards rewards or consequences for their actions. Teachers reward scholars points daily based on positive behavior and demonstration of our core values. The Kickboard system automatically calculates and keeps track of points that scholars earn throughout the day. At the end of the week, scholar points will be reviewed by the Dean of Scholars. Scholars who've earned 50 or more points for the week will receive tiered incentives.

Student Artifact: [1.9 Artifact Bullying](#)

All schools experience challenges each and every day. Promise Academy's greatest challenge has been our parent engagement support from families. Parental involvement is the key component to sustaining an excellent collaborative school culture.

Promise Academy has implemented several supports such as employing a school social worker to assist students with social emotional learning. Students also participate in Mindfulness classes and use the Toolbox curriculum to support students' social and emotional wellbeing. The school Student Support Team meets monthly to identify students with academic and behavioral needs to help improve our academic culture.

## **New Student Integration**

Promise Academy's process for integrating new students is very important to supporting our school culture. Being a new student can be very hard on children. The uncomfortable feeling of making new friends and meeting new teachers can affect students socially and emotionally. As an open-enrollment school, new students will be provided a scheduled school tour to support transitioning to a new environment. During the registration process, it will be important to review the new student academic and language needs to aid in the transition.

Incoming Exceptional learner students meet the special education staff to build relationships with the student. Promise Academy's Special Education program is directly aligned to the federal laws and regulations that govern the education of scholars with disabilities in Tennessee.

Promise Academy offers the following services for exceptional learners.

- Special Education pull out and push in
- Functional Skills classroom
- Speech and Language Therapy
- Physical Therapy
- Occupational Therapy

All families receive the student and parent handbook(See Attachment B) and attend New Student Orientation at the time of registration to review Promise Academy's policies and expectations.

**Promise Academy's Scholar Code of Conduct** is designed to maximize our scholar's instructional time, minimize negative behavior, increase and recognize positive behavior, and empower teachers to create positive learning environments for scholars.

The Dean of Scholars and Student Support Team will consistently monitor and support teachers and scholars through the successful implementation and follow through of our PBIS.

Schoolwide we will use a fist to five number system that correlates with our values for managing behavior. Scholars will be scored each day on their effectiveness toward living our school values. When a scholar's actions reflect our values, teachers will immediately document and reward them with points to be redeemed for school-wide incentives. Teachers and administrators will consistently identify the positive behaviors that will make a difference across the entire campus and demonstrate the essence of who we say we are.

In order to create the most successful learning environment for every scholar, Promise Academy has created a clear, consistent hierarchy of consequences for any misbehaviors in the classroom.

### **1.10 Recruitment and Enrollment**

Promise Academy is open to any student ready to enter kindergarten through 5th grade and is currently attending or zoned to attend a school that is on the statewide "low-performing-school" list. Although the Board of Trustees is planning to serve primarily students that reside in the Memphis Shelby County School District area, Promise Academy will accept applications from across the state, as required by the Tennessee Charter School Law.

#### **Lottery:**

The Promise Academy will enroll all eligible students who submit a timely application, unless the number of applications exceeds the capacity of the school. If the number of applications by eligible students exceeds the capacity of the Promise academy at any enrollment date, a lottery will be used to determine admission, and the following preferences shall apply:

1. Students in attendance in the previous school year at any public school that converts to become a public charter school.
2. Students attending public schools within the North Memphis area where Promise Academy is located.
3. Children residing within the North Memphis area where Promise Academy is located, but who are not enrolled in public schools.
4. Children residing outside of the North Memphis area where Promise Academy is located whose needs would be included in the focus of Promise Academy. Admission decisions will be made by the process described above on the date set by the Board of Trustees. While we would like to be able to offer a place in our school to every student who applies, we are unable to do so.

Therefore, even though you submit an application, your child is not guaranteed admission to Promise Academy. Parents/guardians will be notified by mail of each child's admission status, and will have fourteen (14) calendar days after the postmarked date on the notification to return a signed enrollment registration card for each child offered enrollment, or signed waiting list applicant card for wait-listed children. If no form has been returned by the two-week deadline, the child's admission space or waiting-list order will be given to the next eligible candidate.

#### **Admissions Policy:**

To complete the admission process, the parent/guardian of the student must provide:

1. Proof of residence within the Chartering Authority or proof of eligible non-resident status for space available consideration;

Examples:

1. Student's birth certificate indicating student's name and parent/guardian's name, Insurance document indicating student's name and parent/guardian's name, or Legal guardianship documentation

2. Proof of guardianship;

Examples: Utility bill with parent/guardian's name, Home telephone bill with parent/guardian's name, Authentic mortgage statement/rental lease with parent/guardian's name.

\*If you are unable to provide one of the three above, three other proofs of residence will be accepted (for example, one cellular phone bill indicating address, one bank statement indicating address or one W-2 form indicating address).

3. Proof of minimum age

4. A completed application form and signed Family Accountability Contract.

ii. Nondiscriminatory admission policies, pursuant to T.C.A. § 49-13-107;

iii. Any proposed articulation plans or agreements, pursuant to T.C.A. § 49-13-113;

iv. Identification of any pre-admission activities for students or parents; and

v. Policies and procedures for student waitlists, withdrawals, re-enrollment, and transfers.

We remain committed to nondiscriminatory admissions under TN law, and at this time are meticulously careful to validate applicant information so that enrollment rules are applied fairly — e.g., guarantee for those with documented residency in our zone or preference for those in other priority zones (the only two changes we expect to make if approved by the Commission), along with other allowable preferences for siblings, and children of faculty/staff. To reduce hidden barriers to access, we do not have onerous pre-admission activities. We do require a family orientation but work to accommodate all schedules. A school's relationship with its authorizer is very important but Promise Academy's leadership team and board have learned through years of operating and overseeing charter schools—including the entry of many schools from SCS into the ASD—that families generally have very limited visibility or even awareness of the authorizer (unless, of course, the school struggles to meet commitments and an authorizer intervenes to rectify the situation). In fact, spending too much time talking about authorization may unnecessarily worry parents, or distract from where they can have the biggest impact for their children. Parents' primary focus is on their children's educational experience.

Nevertheless, Promise Academy is committed to preserve its ability to serve the families of the Raleigh and Frayser communities to the greatest extent practical and allowable. Therefore, we are committed to helping our families understand what a transition from the ASD means for enrollment. We have already held several meetings with different groups of parents to discuss implications and brainstorm solutions.

If authorized by the Charter Commission, all parents will be informed about the change in a letter, social media posts, and optional question-and-answer meetings. Parents will be engaged to help spread the news to other



families, particularly how we will need to ensure families in the Spring Hill zone and other Raleigh/Frayser area priority zones need to apply early to maximize their access, rather than waiting on the expiring assumption that residency will ensure preference.

(c) Describe your plan to recruit and retain students, if authorized by the Charter Commission, with particular attention to the shift from zoned enrollment to open enrollment.

Application, lottery, waitlist, withdrawal, transfer, and related procedures are addressed in the Family Handbook. In accordance with State rules, we have an initial enrollment period during which current families are assured of the opportunity to re-enroll. We work with our families to ensure that they are assured of their spots, and generally have more than 80% of current students re-enroll at that time. At the end of the initial period, we estimate the number of available seats per grade level, and proceed to admit new students, proceeding sequentially through allowable preference groups.

Our current enrollment policy indicates that dates for application period and lottery are posted on our website annually. That has not yet occurred for 2023. For this past year, we maintained open enrollment throughout the year to fill any available seats. If approved to join the TN Charter Commission, we are planning to begin the initial application process in mid-January 2023 with the lottery taking place in early to mid-March 2023.

(d) Does the school anticipate any student attrition if authorized by the Charter Commission, and how will the school backfill those students?

Enrollment, retention, and recruitment are complex for ASD schools. From the onset, we recognized the challenges of identifying zoned students versus non-zoned students. Our first year, we visited homes based on enrollment addresses provided by SCS only to discover that many of those homes were vacant or students had moved. Promise Academy has never relied on zoned students to meet our enrollment needs. We have maintained compliance by not exceeding 25% of non-zoned students being enrolled; however, zoned students have historically had higher attrition rates than non-zone students. We typically average 30-40 students who are not zoned. We typically send those students to our other campus but if accepted under the Commission, we will be happy to enroll those students and make necessary staffing adjustments to accommodate them.

### **1.11 Parent and Community Engagement and Support**

First and foremost, Promise Academy has always maintained a strong, positive relationship with parents and community members. In the first four years of operation, when the ASD collected Parent Feedback data as a part of the ASD scorecard, Promise maintained over 95% parent satisfaction with parents giving Promise an A+ rating. In our first 5 years of operation, we had only one parent grievance in which we were able to determine that the matter was a compliance issue that was not directly connected to Promise Academy. In the absence of the ASD collecting this parent survey data, we continued to collect this data internally and found a similar rating for the past three years. That said, our parents are aware

that the application process is underway and we have committed to continuing to provide services to our scholars who are currently enrolled without disruption of services.

Parents have been given the opportunity to hear from our Executive Director four times regarding the possibility of transitioning to the TN Charter Commission. Every attempt has been made to reassure parents that the quality of our services will not be compromised nor will our relationship with them be compromised. We have used social media, class dojo, school messenger and our usual parent meetings (outlined below) to share this information. Our parents are fully aware of and supportive of this transition as will be on full display at the Community meeting with the Commission. We will host at least two additional parent community meetings before Holiday Break to collect feedback and provide Q & A. To date, we are optimistic that our parents will continue to support Promise because of the trust that we have established with them and with community members in the Raleigh/Frayer community.

We realize that it takes a village to ensure our students not only receive the best education but also to become the best citizens and our parents are full partners in the decisions that affect Promise Academy scholars and families. We work collaboratively with our parents throughout the school year to ensure our students are thriving. Some examples of how we engage with our families are listed below.

**Parent Mix & Mingle'** The purpose of this monthly meeting with parents is to engage them with the school community, encourage parent awareness and involvement during events, generate ideas for parent and family programming, and participate as volunteers during events or programs.

**F.A.S.T. Night-** FAS stands for Family Academic Support Team. This event combines report card conferences and curriculum night. During the conferences, parents have the opportunity to speak with their child's teachers to discuss academic, social, and emotional progress. Report cards are issued during this time. After conferences, families participate in curriculum-based activities that are fun, engaging and provide entertainment for the entire family. During this time, we share a meal and give out door prizes and gifts for our families.

### **Parent Academy**

Parenting topics are discussed based upon parent input. This can range from brainstorming solutions for transportation issues (and attendance) to learning to write and improve resumes. Parent Academy meets on the first Friday of every month. Through each program, our parents get to know each other and build relationships as they become integral parts of our community. We discuss topics of mental, social, and emotional health, share parenting tips, and fun ideas and activities for the family.

### **Home-School Connection**

Keeping parents informed makes a positive difference in our scholars' educational experience. Parents need to know what we expect from our scholars. Connecting with them through positive communication helps them reinforce the right academic habits and classroom behavior that will help students succeed. Promise Academy provides parent educational activities throughout the school year to help parents support their children's learning and frequently communicate school performance, student progress, personalized learning strategies through biweekly progress reports, phone calls, positive notes home, and newsletters

**Progress Reports-** Sent home biweekly to inform parents of scholar academic progress. Progress reports are updated by teachers and include a rubric of our values, conduct, and the academic standards.

**Phone Calls-** In an effort to show our parents how much we appreciate them and their scholar(s), teachers make phone calls to share something positive about each scholar. Teachers make “sunshine calls” every Tuesday.

**Positive notes-** Scholars receive positive notes home as a reward for maintaining our values and exceeding behavior or academic expectations.

**Newsletters-** Promise Academy parents receive school and classroom newsletters. School newsletters are sent out to parents several times during the month. The newsletter includes upcoming events and community happenings, it highlights the Scholars of the Month and important opportunities for parents and scholars.

Teachers send home classroom newsletters every Monday. Classroom newsletters include the skills for the week in each content area, school and classroom reminders.

Provide, as **Attachment E**, any of the following for the application: letters of support, memoranda of understanding, or contracts that indicate the school is welcomed by the community, the community supports the operator continuing to serve the school community, is viewed as an attractive educational alternative, and/or reflects the community’s needs and interests.

## **SECTION 2: OPERATIONS PLAN AND CAPACITY**

### **2.1 Governance**

The Promise Academy Board of Directors currently consists of fourteen (14) board members including the Executive Director. Board members commit to three-year terms. Several of our board members are founding board members of the charter network. A majority of our board are native Memphians and are leaders within the Memphis community. The board meets at least bi-monthly but during the post pandemic years have met monthly to maintain continuity of educational services in order mitigate the impact of the pandemic on student learning.

The Executive Director is the only staff member that reports directly to the Board. The Executive Director is evaluated yearly with quarterly updates. The evaluation includes leadership criteria that are included in the Tennessee Principal/Executive Leadership evaluation system with added fiscal and financial performance criteria developed by the Board of Directors.

Promise Academy recruits new board members in partnership with New Memphis Institute, external partners such as the Boys & Girls Club of Memphis, Porter-Leath, and by word of mouth. We look for individuals with a demonstrated commitment to improving the quality of life for Memphians with a special emphasis on education, philanthropy, and community empowerment.

*Board training*

Our Board of Directors work directly with the Tennessee Charter Schools Center to assist in ensuring that all board members meet training and certification requirements, pursuant to Tennessee Code Annotated 49-13-111(q) which requires that all new board members participate in 6 hours of training and current board members participate in 4 hours of training. Training typically is on-line and/or hybrid using Board on Track training modules. All participants receive certification through the Tennessee Charter School Center.

*Complaints*

Complaints may be submitted online via our website, the Board Chair may be contacted directly via email or phone, and finally complaints may also be submitted to the main office at either Promise Academy office locations: 1346 Bryan Street or 3796 Frayser Raleigh Road.

**Current Leadership**

<b>Full Name</b>	<b>Current Job and Employer</b>	<b>Focus/Expertise</b>	<b>Role on Governing Board</b>
Charles C. Gerber	Gerber/Taylor Associates	Finance	President
Diana Burton	Retired	Human Resources	Assistant Secretary
Stephanie Chittom	Confluent Strategies	Finance	Treasurer

Mary Cornpropst	Gerber/Taylor Associates	Finance	Assistant Treasurer
Grady Garrison	Baker, Donelson, et.al.	Law	Secretary
Regina Porter	Entrepreneurs	Business Development	Parent Representative
Rodney Porter	Entrepreneurs	Business Development	Parent Representative
Teresa Jenkins	University of Arizona Global	Education	
Johnny Moore	Truist Bank	Finance	
Anthony Branch	Memphis Leadership Foundation	Leadership Development	
Candis Dawson	Memphis Excel Center	Education	
Colenzo Hubbard	Emmanuel Episcopal Center (Retired)	Community Development	
Emily Woodside	Retired	Philanthropy	
Dr. Patrick Washington	Promise Academy Charter Schools	Education	

Please include the following governance documents as **Attachment F**:

- F1. Articles of Incorporation
- F2. Proof of non-profit and tax-exempt status
- F3. By-laws
- F4. Code of Conduct
- F5. Conflict of Interest Policy
- F6. Board policies (including frequency of meetings, open meetings and open records)

## 2.2 Facilities

As an ASD-authorized school, Promise Academy Spring Hill began operating as a co-inhabitant of the facility in 2014 but has been the sole occupant since 2016. Since that time, Promise Academy has been responsible for utilities and routine maintenance. Memphis Shelby County School has not invested in any of the routine maintenance or repairs to the building since that 2016. Promise Academy, on the other hand, has made significant and valued capital repairs during our occupancy including external internal paint, roof repair, HVAC replacement and repair, and other routine maintenance. Because of the time remaining on our initial charter (through 2023), we will remain at least until its expiration plus the additional time pursuant to T.C.A. 49-1-614(k) and the ASD agreement with MSCS. We desire to make Spring Hill our permanent home. We have been made aware of the history of the school by officials at Spring Hill Missionary Baptist Church which started the school in the early 1900's as a segregated school for black children. The

church sold the property to legacy Memphis City Schools in the 1960's for \$1.00 to build a public school which included part of the existing facility. We expect to continue this legacy of education and community partnership with MSCS to acquire the facility at a reasonable cost to continue educating children in the Raleigh/Frayser communities. We believe that our well documented efforts to make the building suitable for student learning and maintain our criteria for excellence in school culture and climate should speak volumes in terms of our commitment to our scholars and their families. There are a few hundred thousand dollars of other deferred maintenance needs, which we would need to be addressed, and we have begun exploring financial scenarios to do so that would work within our budget. However, those costs will not need to be incurred until at least two years from now, and thus are not yet reflected in the near-term budget projections. Other contingency plans include relocating our scholars to our building; Promise Academy Hollywood, that we own located at 1346 Bryan Street, less than ten minutes from Spring Hill. We would expand our transportation routes to provide free transportation to scholars who wish to attend Promise Academy. We are optimistic that, with the support of the community, stakeholders, and political representatives, we will be able to proceed with efforts to acquire the Spring Hill building.

### **2.3 Personnel/Human Capital**

#### **Promise Academy Spring Hill Organizations charts: [Attachment G](#)**

Promise Academy Spring Hill's senior administrative team consists of the following: Executive Director, School Principal, Assistant Principal, Dean of Students, Director of Special Populations, families, community, counselor, finance manager, and instructional coaches. The Governing Board evaluates the Executive Director who, in turn, evaluates the members of the senior administrative team. The Executive Director has an office in the school building. This allows the Executive Director to interact with students, families, and teachers on a regular basis. The Executive Director meets weekly with both the Principal for one-on-one meetings and with the senior leadership team to ensure efficient operations.

The School Principal is responsible for overseeing and evaluating the school staff, including the school counselor and instructional coaches. The finance manager is responsible for overseeing and evaluating the school's office staff, clerical support employee, and custodial staff. The Director of Special Populations oversees the special education teachers, the school psychologist, the Pre-K program, and paraprofessionals. The Assistant Principal and the Dean of Students are responsible for engaging with and the monitoring of families, students and community partners. The teacher-student ratio is approximately 1:20.

#### **Evaluation Rubric and Staff Evaluation Process**

At Promise Academy, our purpose of evaluating teachers is to improve instruction by promoting better performance and strengthen the knowledge, skills, dispositions, and classroom practices of our teachers. Our comprehensive system of continuous teacher education and professional growth helps teachers master content, refine their teaching skills, critically analyze their own performance and their scholars' performance, and implement the changes needed to improve teaching and learning. (NEA, 2010) Our evaluation system provides targeted support, assistance, and professional growth opportunities based on teachers' individual needs. TEVAL is the tool used to measure teacher effectiveness. The TEVAL is a teaching evaluation rubric that identifies competences in the field of education in order to establish the foundations of an innovative methodological evaluation process for educators and administrators.

Our evaluation process will be continuous and constructive, serving to improve teachers' effectiveness and to foster better instruction. Each month we will highlight a Management and Rigor Trajectory based on the Get Better Faster Guide for teachers to learn and implement in their classroom. Each teacher will receive professional development and opportunities for practice and coaching throughout the month. Instructional Coaches will complete a minimum of 10 observations (initial, follow-up, walkthroughs) for the month and the data collected will be combined with other measures to give a total score. Observations are 75% of a teacher's total evaluative score. Observations are completed weekly with the teacher and their Instructional Coach. Once a semester, teachers will meet with the principal to determine their rating. The

**Evaluation Criteria/Standards**

In evaluating classroom teachers, we use clear and reasonable criteria in five specific areas:

**Domain 1: Planning and Preparation for Learning**

**Domain 2: Classroom Management**

**Domain 3: Delivery of Instruction**

**Domain 4: Monitoring, Assessment and Follow up**

**Domain 5: Family and Community**

**Domain 6: Professional Responsibilities**

The following four-level rating system will be used to evaluate classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance level ratings are:

**1 - Needs Improvement    2 - Developing    3 - Proficient    4 - Advanced**

The following chart identifies Promise Academy's evaluation and development process.

<p><b>STEP ONE:</b> <b>Professional Development</b> Fall (Initial July)-Ongoing</p>	<p>Each teacher will be provided with a copy of the Evaluation Rubric. The Leadership Team will provide high-quality professional development for every teacher based on the rubric.</p>
<p><b>STEP TWO:</b> <b>Goal Setting</b> Fall (July)</p>	<p>Each teacher develops an ILP that includes Individual Professional Growth Areas based on indicators from Evaluation Rubric with their Instructional Coach</p>
<p><b>STEP THREE:</b> <b>Observations</b> Ongoing</p>	<p>Leadership team conducts weekly walkthroughs to ensure PD topics are effectively implemented in classrooms. Instructional Coaches provide continuous support through weekly observation and feedback. Provide individual and school wide professional education based on walkthrough and observation data.</p>
<p><b>STEP FOUR:</b> <b>Assess Mastery</b> Once a semester</p>	<p>Teacher will meet with the Principal to determine if they are on track to meeting their professional goals.</p>
<p><b>STEP FIVE</b> <b>Reflect &amp; Update Plan</b> Winter (January)</p>	<p>Teacher and Instructional Coach reflect on progress toward professional growth areas and</p>

	accomplishment of data goals. The teacher's ILP will be updated based on progress of goals.
<b>STEP SIX: Summative Evaluative Conference</b> Spring (May)	Occurs at the end of the evaluation cycle between the teacher, Instructional Coach and Principal to determine the teacher's overall performance rating.

Promise Academy has partnerships with several teacher residency programs including RELAY GSE, Teach For America, Man Up Teacher Fellowship and also with local and regional colleges and universities to recruit licensed teachers. In addition, we provide pathways to licensure through our Praxis Academy program that was developed in partnership with Educational Testing Services (ETS) to assist aspiring teachers to pass the Praxis exam. Our commitment to ensuring that our students have access to high quality, licensed teachers is well documented. All of our current teachers are licensed and we employ a pipeline of aspiring candidates on our staff that we call Extended Learning Specialists (ELS). ELS are subject to the same high quality professional development and training that our licensed teachers are and we support them in continuing their education to become fully licensed. We provide performance incentives and retention bonuses as they complete program requirements. If authorized by the commission we expect to continue our recruitment efforts and expand those efforts as opportunities arise.

Promise has maintained a staffing attrition rate of less than 2% since the beginning of 2020. We believe that this is a success considering the challenges that the pandemic has brought. We contribute this to our efforts to support our staff as professionals but most importantly as human beings who are subject to life's challenges. We model empathy and provide support services; socio-emotional support to our staff and are flexible when staff members need to make life adjustments. We collect data from our teachers and staff at least quarterly through a partnership with TNTP Insight Surveys. This data helps us to determine how to better understand our staffing needs and make necessary adjustments. One such adjustment we recently implemented was shortening the school day. We were able to make this adjustment without compromising the integrity of our instructional program. We believe that a healthy, supportive staff will be better at their job and our scholars and families will also reap the benefits of having well-balanced teachers.

In order to attract and retain high-performing teachers, we must first hire and develop teachers who are passionate about their subject, their profession, and their students. We will work actively to ensure that we hire and retain highly effective teachers who will help Promise Academy Spring Hill achieve its academic goals. We will continue to hire a diverse group of individuals for our teaching staff in all areas: race, gender, age, and experience in the classroom. We hope to continue to attract licensed teachers who have a wealth of experience and knowledge in the field of education, as well as enthusiastic teachers who are newer to the profession. The mix of experience and energy make for a vibrant and creative faculty who encourage, support, and share ideas with one another. Ultimately, we hope that teachers will be motivated by the mission of our school and committed to making a difference in the lives of our students; we recognize that having a meaningful mission does not always equate to retaining high-performing staff members. Accordingly, Promise Academy Spring Hill will provide the following in an effort to retain high-performing teachers:



- **Offer competitive salaries and benefits:** As noted above, we will offer our staff a competitive salary and benefits package. Given the fact that Promise Academy Spring Hill will have a longer school year and day, and the high expectations we will place on our teachers, we have built a budget that will allow us to pay teachers a good living wage.
- **Create a collegial and supportive, not congenial, school environment:** We will work to create and provide an environment in which teachers feel comfortable to work together and challenge each other about their teaching practice. Too many schools provide congenial environments – environments in which teachers get along but do not feel safe to share ideas or push each other. The collegial environment will be created through many structures and systems, one of which includes collaborative team meetings held three times per week (for more information about this, see below). We will also employ an instructional coach who will support and coach teachers.
- **Provide opportunities to lead:** According to a recent survey conducted by TNTP Insight Culture, the school must provide teachers with a leadership track or roles in order to retain good teachers. Accordingly, Promise Academy Spring Hill has structures to provide teachers with opportunities to assume leadership responsibilities. Specifically, the school's staffing structure will include content lead teachers. Experienced teachers will also have the opportunity to serve as mentors to teachers new to the profession. Finally, teachers will be encouraged to share their expertise with other teachers at professional development offerings.
- We collect quarterly data from our teachers and staff in collaboration with the TNTP Insight. This data provides our network leaders with information about how teachers view the network, the support we provide, their professional and personal growth, etc. We analyze this data and work with network teacher teams to keep a track of our efforts to improve our school work culture.
- The primary leadership change occurred in 2017 when the former Assistant Principal became the lead principal. The former principal transitioned to Executive Leadership. We maintain that the culture of our school is better maintained by growing internal leadership, when possible. If not, we seek individuals with an equity mindset, with similar experiences, and an unyielding commitment to ensuring that every child receives the best possible education.

(h) Include a copy of the school's employee manual and personnel policies as **Attachment H**. (i) Complete the staffing chart below, outlining your staffing projections for the first year the school is authorized by the Charter Commission. Adjust/add functions and titles as needed to reflect variations in school models.

Position	Year 1 under Charter Commission
Executive Director	1
Principal/ School Leader	1
Assistant Principal	1
Director of Operations	1

Dean(s)	1
Instructional Coaches	4
Director of Special Population	1
Classroom Teachers	21
EL Teachers	1
Special Education Teachers	2
Special Education Assistant(s) /Paraprofessional(s)	3
Enrichment Teachers (e.g. physical education, music, foreign language, etc.)	4
Student Support Positions (e.g. social worker, psychologist, etc.)	2
Interventionists	2
Teaching Aides or Assistants	5
Tech Support	2
Finance, Human Resource and Development	2
Office Manager, Data Manager, Family Engagement, and Nurse	4
After School Program	5
Cafeteria Staff	5
Custodial	2
Total Staff	70

## 2.4 Insurance

A copy of the school's current insurance coverage is included as **Attachment I**.

## 2.5 Transportation

Transportation is contracted through Cline Tours, Inc., a local school bus company. We would like to continue

with Cline if Promise is authorized by the Commission. If Cline cannot continue these services, we will contract our services with one of two other, state approved transportation providers in the area. Currently, transportation is supervised on a daily basis by the Assistant Principal.

**The current Contract Agreement is linked here: [Cline Tours, Inc](#)**

Parents will be required to provide transportation for their child(ren) if contracted services are no longer available after being authorized by the Commission.

## **2.6 Food Service**

Current food service is provided by Memphis Shelby County Schools, on a rolling agreement. From our conversations with SCS thus far we are not concerned about losing that specific service even if we transition authorizers.

If Promise were authorized by the Commission and we are not able to consider food service through MSCS, we would pursue food service through one of the local food service vendors or consider managing it in house.

## **2.7 Additional Operations**

In this section:

Describe the school's plan for supporting operational needs of the following:

(a) Transition Plan:

- i. Describe what you anticipate will be the challenges of transitioning to a non-ASD authorizer and how you expect to address these challenges.

One of the benefits of having two charter schools under two different LEA's is that there is experience with operating with often different criteria and/or expectations. We believe that in our almost twenty years of experience as a charter school, we have a system in place that allows us to make transitions with very little disruption. This system includes an Executive Leadership Team that is composed of the different core components of our network: Operations, Human Resources, Technology, Academics, and Finance. Each leadership team member has at least one staff member that will work with him/her on transition planning if accepted in the TN Charter Commission. This teams' efforts were recently best tested during COVID-19. Promise were only 2 of 5 public schools that offered an in-person hybrid model as early as August 2020. We were able to do this because of our planning processes and procedures.

(b) Student information management:

- i. All Charter Commission-authorized schools must adopt the Charter Commission's instance of PowerSchool. Describe how the school will prepare its school and staff for the adoption of a new student information system.

We have two network data specialists employed at our network. Both have at least 15 years experience and have worked with both LEA's: MSCS and the ASD. We plan to utilize their skills and experience to ensure a smooth transition. We have also partnered, in the past, with data specialists consultants when issues arise with PowerSchool. We are planning to keep these services available if needed during the transition.

(c) School health and nursing services:

- i. Describe the school’s current plan for compliance with the Coordinated School Health Program, and what adjustments the school will make if authorized by the Charter Commission.

Promise Academy has two full time nurses through contractual services with Well Child. We plan to continue these services if accepted into the TN Charter Commission.

(d) Compliance monitoring:

- i. Describe how the school will manage compliance monitoring from the Charter Commission, including the monthly reporting calendar submissions, and the position responsible. Promise employs a Director of Operations who is the network lead for compliance matters and scorecard related work required by LEA’s. The Director will continue these responsibilities as a part of our partnership with the TN Charter Schools Commission.

**2.8 Charter Management Organization (if applicable)**

Not Applicable

**2.9 Waivers - Not Applicable**

Please list all waivers in the provided spreadsheet template below.

<b>T.C.A. Citation</b>	<b>Description of Statute</b>	<b>Proposed replacement policy or practice</b>	<b>How this waiver will increase student achievement</b>
<b>Not Applicable</b>			

<b>State Board of Education Rule or Policy</b>	<b>Description of Rule or Policy</b>	<b>Proposed replacement Rule, Policy or practice</b>	<b>How this waiver will increase student achievement</b>
<b>Not Applicable</b>			

## SECTION 3 FINANCIAL PLAN AND CAPACITY

### 3.1 Budgeting

#### a. Student Enrollment and BEP Projections

Student enrollment projections for FY 22/23 is based on the prior year ending ADM. The 23/24 projections are based on the current year enrollment minus 2.5% to allow for student attrition.

The BEP per pupil for FY22/23 is based on the prior year per pupil amount allocated by the ASD. The school is working to project TISA funding as information is made available by the State. For FY23/24 budgetary purposes, TISA is based on the current ASD per pupil rate less the 3% maximum authorizer fee. Based on the number of students that will be categorized at Unique Learners, the school does anticipate TISA funding to increase.

When budgeting, the BEP per pupil rate is not increased and is always budgeted based on the prior year rate.

### 3.2 Budget Narrative

#### a. Student Enrollment and BEP Projections

Student enrollment projections for FY 22/23 is based on the prior year ending ADM. The 23/24 projections are based on the current year enrollment minus 2.5% to allow for student attrition.

The BEP per pupil for FY22/23 is based on the prior year per pupil amount allocated by the ASD. The school is working to project TISA funding as information is made available by the State. For FY23/24 budgetary purposes, TISA is based on the current ASD per pupil rate less the 3% maximum authorizer fee. Based on the number of students that will be categorized at Unique Learners, the school does anticipate TISA funding to increase.

When budgeting, the BEP per pupil rate is not increased and is always budgeted based on the prior year rate.

#### b. Funding Sources

E-Rate funding is received from USAC for internet services. The total expense for those services is budgeted at \$60,000. The school currently receives funding for 85% of the cost of the internet service which puts the total E-rate funding at \$51,000. The invoice for services is paid in full and the school receives a check from the ISP. E-rate funding is not expected to increase for the 23/24 school year.

ESSER 3.0 funding for the 23/24 school year is based on projected carryover for the 22/23 school year.

IDEA funding is currently projected at the rate provided by the ASD.

IDEA PreK funding is currently projected at the rate provided by the ASD.

TAG funding is currently projected at the rate provided by the ASD.

Title I funding is currently projected at the rate provided by the ASD.

Title II funding is currently projected at the rate provided by the ASD.

Title III funding is included in the budgets as funds have not been received for the past few years.

VPK funding is currently projected at the rate provided by the ASD.

First 8 Memphis supports the local Pre-K classroom in the amount of \$128,000. First 8 funds the classroom at 100%. There is no indication that First 8 will discontinue future funding for the 23/24 school year.

Philanthropic commitments from foundations support budget shortfalls for the school year. The financial commitment for both the 22/23 and 23/24 school years is \$600,000.

Support Fund historically funds expenses related to facilities. The building will be purchased using funds from the Promise Academy Support at The Community Foundation of Memphis.

Supplies/Fees/Other Income is generated from the collection of voluntary payment for field trips, yearbooks, spirit wear, and concessions. The revenue generated from this activity is minimal and projected at \$6,000 based on the prior year revenue generated.

Nutrition Service is not included in the budget. SCS Central Nutrition currently provides meals to students. Expenses and reimbursements pass through at the district level. Therefore, neither are recorded for budgeting purposes.

### **c. Expenditures**

Wages & Benefits account for 52.62% of the total budget with a total FTE of 51.5 with the 98% of the positions in instruction or instructional support. Promise Academy offers teachers more than SCS and the surrounding municipalities. Promise has historically issued a 2%-3% annual raise to all staff depending on the budget.

Promise certified staff are eligible to participate in the State Pension/401k plan. The school is currently planning to offer a separate retirement plan for non-licensed employees. The school provides group term life at no cost to all FTE and health benefits are covered at 65%-80% for all FTE depending on the type of coverage. The school has included a 5% increase in health insurance cost for the 23/24 school year.

Grades K-2 have at least 2 associated teachers per grade level. Associate teachers are aspiring teachers who have either completed or are in an EPP program and have not completed the Praxis. There are also at least 2 teacher assistants for each grade level. Teacher assistants are paid over 12 months at an annual average salary of \$35,800. Associate teachers' salaries begin at \$38,500.

Promise offers four extra-curricular/support classes: art, music, PE, mindfulness. The mindfulness class is an SEL class that encourages social equity through empathy, understanding, and 12 skills or practices to navigate the complexities of everyday life.

The Special Education Program includes a self-contained functional skills classroom and an additional classroom that provides pull-out services for students. There are 2 teachers, 2 assistants, and a director of special populations.

Promise has a part-time psychologist on staff who works closely with the special education program, Communities in

Schools, and the School Counselor.

Grades K-5 have additional support through the RTI Support Specialist who coordinates assessments, benchmarks, and progress monitoring.

The ELL/ESL teacher on staff provides support to students who have been identified as ESL learners through the application process and/or WIDA testing.

The Social Worker works with students one-on-one and in small groups on various topics such as grief, anger management, coping skills, empathy, SEL Toolbox, etc. She also works in conjunction with the psychologist and the mindfulness instructor to provide support as needed.

The Dean of Students provides support to teachers, Social Worker, Psychologist, and mindfulness instructor to address behavior issues in the classroom.

Promise has three Instructional Coaches who provide professional development, observation & feedback, curriculum support, and analysis of daily and benchmark data.

The office is supported by an office manager and enrollment/data manager.

Afterschool Program is provided free of charge by The Boys and Girls Club and is available to all students who complete the enrollment process. Promise also offers soccer, football, basketball, cheer, Boy/Girl Scouts, and track.

Leadership includes the principal, assistant principal, and executive director.

Promise Academy Spring Hill pays Promise Academy Hollywood a shared service fee to cover the costs of the Executive Director, Director of Operations & Human Resources, Facilities Manager, Director of Technology, and Business Office personnel. These costs are calculated at the beginning of the school year and are shared equally which are also reconciled to actual and adjusted accordingly at the end of year.

### Regular Instruction Program

- Copiers are currently leased through a multi-year contract signed with RJ Young in 2022. The cost is expected to remain the same for the next 3 years.
- Classroom Technology Supplies are expensed separately from the technology budget as these are normally consumables and not treated as fixed assets. This consists of items such as student headphones, chargers, cables, cords, switches, keyboards, and small repairs. These costs normally remain flat from year to year.
- Field Trips normally average around \$180 per student per year. This also includes an end of the year field trip for our 5<sup>th</sup> graders to Six Flags. The school allows voluntary donations from students to help offset some of the costs. The collection of those monies is included in other income.
- Furniture, Fixtures, & Equipment budgets \$5,000 each year to replace broken furniture as needed.
- Instructional Supplies for grades K-5 average around \$115 per student. This covers classroom supplies for both teachers and students. The budgeted amount includes \$150 per teacher and \$100 per teacher assistant for classroom supplies and materials.

- Software costs will decrease in 23/24 due to the adoption of the Charter Commissions instance of PowerSchool. Little to no cost increase is expected to occur with the current software program.
- Substitutes & Other Subcontracted Services currently contracts with Enriched School and DWCH, LLC to provide substitutes services and extra-curricular support programs. No cost increase is expected to occur for the 23/24 school year.
- Technology is estimated at \$25,000. Promise normally budgets a base amount of \$25,000 when no large technology purchases are planned. Promise has replaced all devices and interactive boards over the past two years and does not anticipate any large purchases for the 23/24 school year.
- The textbooks and consumable workbooks budget is driven by K-5 enrollment and is projected at \$210 per student. These costs are expected to remain constant for the 23/24 school year

#### Special Education Program

- Contracts with Other Public Agencies was budgeted at \$114,000 for OT, PT and Speech services provided by LeBonheur. This amount was budgeted based on the 22/23 contract. Since, this is our first year using LeBonheur a conservative estimate was used as we are unsure of the amount of insurance that LeBonheur will receive to offset their services.
- Evaluations & Testing/Supplies expenses are budgeted at a flat rate based on the 22/23 actual cost for Aimsweb.

#### Early Childhood

Promise Academy Spring Hill operates a Pre-K classroom that is 100% funded by a grant from First 8 Memphis. A second VPK classroom is funded through a State VPK grant at 100% for the 22/23 school year

The total cost for both classrooms for the current year are budgeted at \$301,500 with instructional staff and support representing 85% of the total cost. The remaining costs are allocated to children services, field trips, parent services, and professional development, and indirect administrative costs. The school has budgeted a 1% increase for the 23/24 school year.

Porter-Leath has been contracted to operate these classrooms under the supervision of the school's Director of Special Populations.

#### Transportation

The school has a multi-year contract with Cline Tours Memphis to provide daily bus routes. The school also uses Cline for field trips as needed. Cline Tours is an approved transportation provider for the ASD/Shelby County Schools. The daily rate for transportation for the 22/23 school year is \$486.79 and will increase to \$535.47 for the 23/24 school year.

#### Afterschool Program



Afterschool Program is provided free of charge by The Boys and Girls Club and is available to all students who complete the enrollment process. The cost of the Boys and Girls Club is funded through an unrestricted donation. Promise also offers and staffs soccer, football, basketball, cheer, Boy Scouts, and track. The school also has a budget for athletics and scouts' supplies. Promise is also evaluating student interest in Girl Scouts to possibly add in the future. These costs do not change much from year to year.

### Food Supplies

Promise Academy provides snacks during state testing as well, for classroom parties, and for Parent Academy/Title I meetings. No increase is expected as the school always stays within the budgeted amount.

### Instructional Support

- Contracted Services for SEL, Communities in Schools, and School Messenger are budgeted at a flat rate based on the 22/23 contract costs.
- Staff Development for the 23/24 school year will decrease from the 22/23 school year as training is provided by current staff and no longer provided by outside consultants.
- In-Service Training & PD budgets are utilized for various PD's and for the purchase of PD books and supplies during the school year. The allotted amount per FTE is \$196.
- Other Supplies & Materials are reserved for additional student, teacher, and classroom support. \$20 per K-5 enrollment is normally budgeted for these costs.

### Health Services

Well Child provides nursing services 4 days a week at an hourly rate of \$47.50 per hour. There was a rate increase in the current year. Therefore, no cost increase is expected for the 23/24 school year.

### Non-Instruction & Finance

- Advertising and Family/Community Engagement expenses are not expected to increase from the 22/23 school year as the school is committed to working with the budgeted amount for the 23/24 school year.
- Communication costs for website, internet and phone services increased during the 22/23 school year and are expected to increase during the 23/24 school year. This is partly due to the expansion of the new website and uncoupling of VOIP phone lines from the internet line.
- Contracted Services for audit, E-rate, cobra, payroll services, and background checks are budgeted at a flat rate and are relatively the same year over year. There was a rate increase for audit services in 22/23 based on staffing shortages. No increase is expected for the 23/24 school year.
- Copiers are currently leased through a multi-year contract signed with RJ Young in 2022. The cost is expected to remain the same for the next 3 years.
- Dues & Subscriptions costs remain the same year over year. No rate increase is expected for the 23/24 school year.

- Employee Appreciation is budgeted at \$80 per employee for employee appreciation week.
- Legal is budgeted at \$4,500 based on historical costs. While we do have some years that are higher and lower, the budget represents an average cost for legal services.
- Office supplies are budgeted at a flat rate based on historical spending trends.
- Promise Academy Spring Hill pays Promise Academy Hollywood a shared service fee to cover the costs of the Executive Director, Director of Operations & Human Resources, Facilities Manager, Director of Technology, and Business Office personnel. Those costs are calculated at the beginning of the school year and are shared equally. These costs are also reconciled to actual and adjusted accordingly at the end of year to reflect. The 23/24 budget reflected a 2% raise for staff.

### Facilities

- Building, Property & WC Insurance is expected to increase with the acquisition of the building. Based on the additional cost to add the Hollywood campus building to the insurance policy in 2021, we expect the cost to increase \$20,000 for the 23/24 school year.
- Facilities Acquisition: The school has budgeted an acquisition cost of \$500,000 to be funded by the Promise Academy Support Fund. The current deferred maintenance on the building is estimated to be between \$500,000 and \$1,000,000 with much of the need in HVAC, roofing, and lighting.
- Contracted Services (Security, Grounds, Pest, Disposal) experienced rate increases during the 22/23 school year due to hikes in product costs and staffing shortages. No increase is expected for the 23/24 school year.
- Custodial Supplies costs increased during the 22/23 school year due to hikes in product. A budget increase in the 23/24 was recorded due to the increase in the number of PreK-5<sup>th</sup> grade students.
- Janitorial services are expected to remain flat for the 23/24 school year as the school is under a multi-year contract.
- Repairs & Maintenance includes \$50,000 for maintenance of the plant and \$6,400 for equipment. If any unusual repairs arise, support funds will be used.
- Utilities rates increased during the 22/23 school year. No increase is expected for the 23/24 school year.

### **d. Financial Management Responsibility**

Finances are overseen by the board's finance committee. The finance committee is comprised of the Treasurer who is a CPA and former school auditor for Watkins Uiberall with 3 years' experience on the board, another member is CPA who is CFO of a local investment management and advisory fund with 10+ years' experience on the board, and the third member is an investment management expert with 10+ years' experience on the board.

The CFO and Executive Director oversee the budget and approve all major expenses. Both have extensive experience in charter school finance and operations and have been employed by Promise Academy Spring Hill since its inception. The Executive Director is also a former school superintendent while the CFO has 15 years of public accounting experience. The school will also be partnering with GT3 for additional back-office support as needed.

Promise Academy Spring Hill adopted and followed its Fiscal Policies and Procedures Guide that was based on State Guidelines. The school also follows the Tennessee Internal School Uniform Accounting Policy, Administration of Federal Education Programs Aligned with the Requirements of the New Uniform Grant Guidance, and COSO Internal Control and Compliance Manual.

The school recently hired a Director of Operations & Human Resources who has been with Promise Academy since 2005. The Director of Operations and the Business Office manage vendors and purchasing for both Promise Academy Spring Hill and Promise Academy Hollywood (SCS Charter Operator)

Promise Academy Spring Hill has always received good(unqualified) audit reports.

#### **e. Contingency Plans**

The school has a practice of conservatively budgeting both expenses and revenues. ADM numbers include a 2.5% discount to allow for attrition while BEP is always based on the prior year's amount, even though we expect TISA to increase due to our current number of students with disabilities. The school currently has a \$1 million line of credit that is available should there be a delay in reimbursements or BEP/TISA funding. The board is currently working on an increase in the credit line to compensate for the delays in ESSER reimbursements from the ASD. A support fund had also been established for the benefit of Promise Academy Spring Hill and Promise Academy Hollywood. The support fund has historically supported facility costs. The school has a long-term financial commitment from a private donor/foundation.

#### **f. Transition Costs**

The school already services special populations and provides transportation to students. Promise does not anticipate any increase in those areas because of the transition. SCS is currently providing food services to the school. The school does not anticipate a cost increase should a change in service provider occur.

The acquisition of the building would be the largest transition cost for the school. Currently, the school receives the building rent-free under the contract with the ASD. The school is only responsible for the cost of repairs and maintenance under the ASD contract. Promise has, in conjunction with charter facilities funding, invested several hundred thousand dollars to maintain and upgrade the HVAC, roofing, portables, and parking. The school has budgeted an acquisition cost of \$500,000 to be funded by the Promise Academy Support Fund. The current deferred maintenance on the building is estimated to be between \$500,000 and \$1,000,000 with much of the need in HVAC, roofing, and lighting. The school plans to address the deferred maintenance needs within the next 5-10 years through a combination of financing, philanthropy, cash, and grants. While the building acquisition cost is reflected in the 22/23 budget, the deferred maintenance costs are not.

### **3.3 Network Financial Plan**

In this section:

- (a) Describe the fiscal health of other schools in your network. Are any of the schools on fiscal probation or in bankruptcy?

(b) Provide, as **Attachment M**, a detailed budget for the network. You may reference the school level budgets provided in Sections 3.1 and 3.2, as appropriate. Applicants must submit financial forms detailing:

- i. All major assumptions including but not limited to:
  - Student enrollment;
  - All anticipated funding sources (at the network level), including:
    - o Local, state, and federal per-pupil funding; eligibility levels; and annual increases;
    - o Other government resources;
    - o Private fundraising;
    - o eRate; and
    - o Student fees;
  - A back-office budget;
  - Financial implications of facilities plans;
  - Total employee compensation (network/CMO level), including the percentage of the total compensation allocated for the proposed school;
  - Management fees and any other management compensation to the CMO or network (if applicable); and
  - Capital, contingency, and insurance reserve funds.

## **SECTION 4: PORTFOLIO REVIEW/PERFORMANCE RECORD**

### **4.1 Past Performance**

NOTE: While this section is required for all applicants, some questions may not apply to schools that are single-site operators. Please mark not applicable where necessary.

The Charter Commission will obtain from the ASD copies of the last three years of the school's School Performance Framework, and this information will be included in any review of the school's

application. Upon submission of a letter of intent, the Charter Commission will provide the applicant with a completed data template of the following state accountability data for the last three available years:

- i. Success rate of the school
- ii. Overall TVAAS Composite Score and subject-level composite scores
- iii. Academic Proficiency Data for ELA/Math, including all subgroups.
- iv. Chronic absenteeism rates
- v. Remand and expulsion rates
- vi. High school graduation rates (if applicable)

As was stated in the first section of the application, Promise scholars have scored between 8% and 16% proficiency in Reading and Math on the TNReady assessment. In 2021, Promise Academy ranked in the top 10% of charter schools in TN and achieved a Level 5 status for growth and achievement with 19% of 3rd-5th scholars scoring proficient and advanced in Reading and 16% in Math, and 21% proficient in Science. This is more than double the previous years' scores of 8% ELA and 6% in Math and exceeds our AYP goals. Our recent growth earned our school a Level 5 TVAAS status which also achieved priority exit status. We contribute this growth to our rigorous curriculum, robust RTI program, teacher and coaching development. Based on the TN Charter Performance rubric, we believe that we have the capacity and human capital to continue to move more of our students to the proficient category in all subject areas, especially Reading and Math.

TVAAS Subject-Level

	2018	2019	2020	2021	2022
ELA	3	3	NA	1	3
Math	3	1	NA	1	5

While we are pleased with growth, we are certainly not content with our current proficiency rates. We recognize that the pandemic had a tremendous impact on student learning but that cannot and will not be an excuse. Our scholars are capable of overcoming these challenges and we believe that we are one of the schools that can make this happen. When we take an even closer look at the data, specifically, abd Black or African American subgroups we are pleased that we are trending in the right direction. This subgroup proficiency rate was 6.1% in 2021 but increased to 10.4% in 2022 in ELA and in Math the same subgroup scored 7.4% in 2021 and 16% in 2022. We are trending upwards and with our continued partnership with the Lavenia Group, small classroom model, Content coaching, and robust RTI model we are aiming for at least 25% proficiency in ELA and Math this school year. Our internal data sets (see attached) are demonstrating that this is within reach.

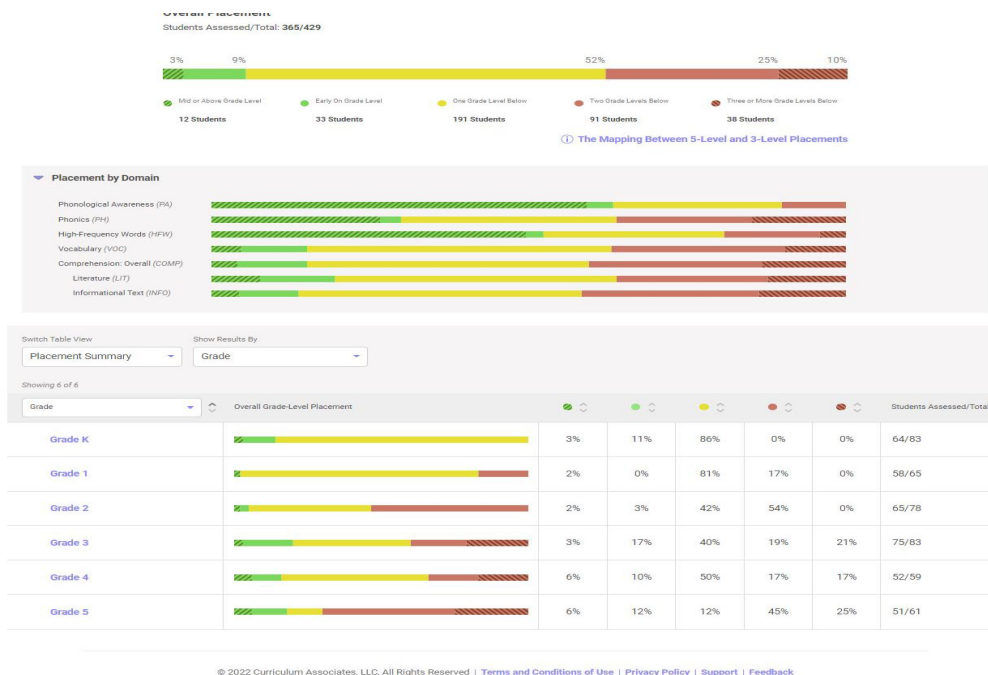
Our chronic absenteeism rate is approaching 10%. This is higher than we've had in the past and since the pandemic we have ranged between 6%-10%. To mitigate this, we have a full-time school social worker that works directly with parents to support them with getting their children to school everyday. Additionally, our onsite data specialist provides daily reports to teachers and the school leadership team on attendance and tardies. We host attendance celebrations and provide incentives for teachers, students and parents for meeting classroom and school-wide attendance expectations/goals.

Promise Academy has a very strong culture. Our teachers teach and model expectations. Our parents meet

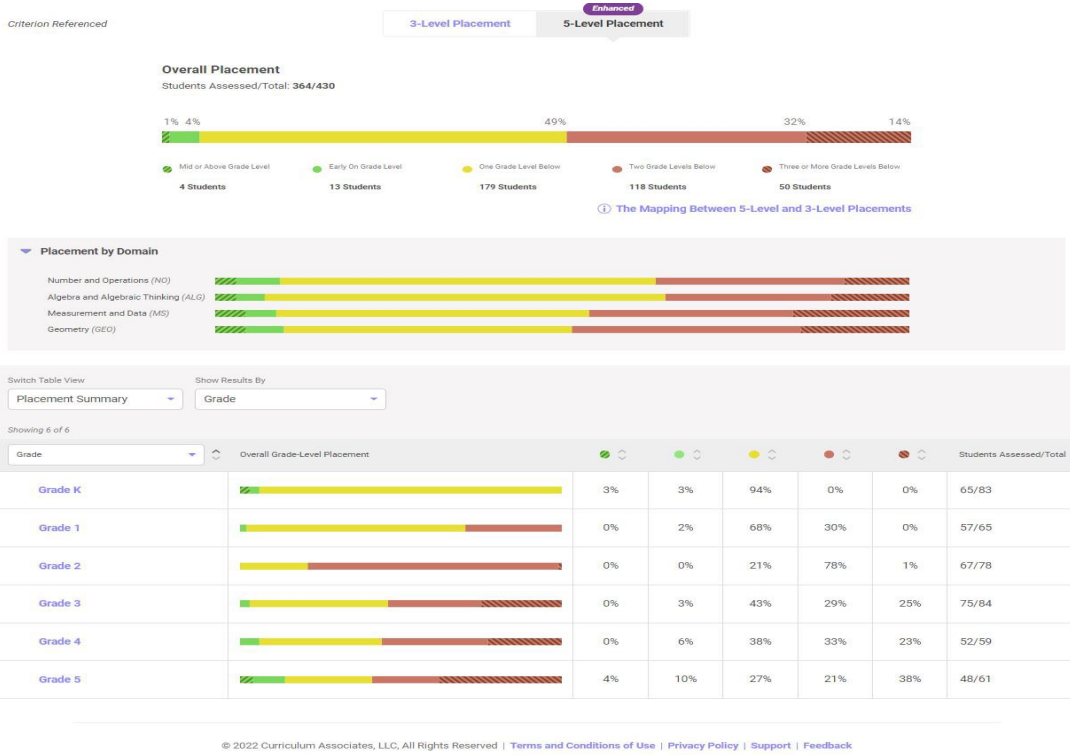
with teachers at the beginning of the school year to sign a commitment to supporting our efforts around school culture; discipline and school-wide expectations. We have only expelled one-student in nine years of operation. We have neighboring schools that visit us to learn how we implemented and sustain our positive school climate. Our scholars own the culture and they speak well of their school which speaks volumes about how we empower our students to be responsible for their own learning.

The following tables are our most recent IReady baseline assessments. Table 1 shows that 15% of our scholars in grades 3-5 began the year on or at grade level and 37% of our scholars are approaching grade level. We are confident that with our robust RTI plan, not only will we see tremendous growth but we will move the percentage of students below grade level to approaching grade level by the end of the second nine weeks. Our data driven process allows us to take immediate action to meet students' needs and accommodate for the gaps that are evidenced in their learning. Table 2 - Math indicates greater challenges in that only 4% of scholars began the school year at or on grade level in 3rd-5th grades and 19% are approaching grade level. We are taking a similar approach with RTI where students are receiving at least 30 minutes of intensive instruction each day. Each student has a personalized learning plan that includes 1:1 tutorial beginning next month and will continue until the end of March 2023.

**Table 1 - ELA IReady**



**Table 2 - Math IReady**



We anticipate that our instructional model is aligned to the TN Charter Commission’s Framework for School Performance. We also believe that for our students and their families, they are looking forward to continuing our path to excellence together and we welcome the opportunity to expand these opportunities for more families as a part of the TN Charter School Commission.

Promise Academy has always maintained a solid financial foundation by making our scholars’ needs a priority. This coupled with our philanthropic support will continue to set us apart from other schools in that our board and supporters have demonstrated a commitment to continuing their support well into the future. (See the attached budget and past two years audited financial statements)

We are fortunate that we have not been subject to any litigation nor have we had any charter revoked. Our internal controls and commitment to excellence is evidenced in this application. Our hope is that we will continue to provide evidence either through artifacts and/or through the community meeting we hope to host with the TN Commission in December.

## ATTACHMENTS

Please include attachments labeled according to the following schedule:

- ATTACHMENT A: [Annual Academic Calendar](#) and [School's Daily Schedule by Grade](#) •
- ATTACHMENT B: [Student Handbook/School Forms](#)
- ATTACHMENT C: [Student Discipline Policy](#) (if not already included in Attachment B) •
- ATTACHMENT D: Enrollment Policy
- ATTACHMENT E: Letters of Support/MOUs/Contracts from the Community •
- ATTACHMENT F: Governance Documents
  - o F1. Articles of Incorporation
  - o F2. Proof of non-profit and tax-exempt status
  - o F3. By-laws
  - o F4. Code of Conduct
  - o F5. Conflict of Interest Policy
  - o F7. Board policies
- ATTACHMENT G: [School Organizational Chart](#)
- ATTACHMENT H: Employee Manual/Personnel Policies
- ATTACHMENT I: Insurance Coverage
- ATTACHMENT J: CMO Agreement (if applicable)
- ATTACHMENT K: SY22-23 Approved Budget and SY23-24 Projected Budget •
- ATTACHMENT L: Budget Narrative
- ATTACHMENT M: Network Financial Plan
- ATTACHMENT N: School Reports/Authorizer Evaluations
- ATTACHMENT O: Audited financial statements and most recent internal financial statements •
- ATTACHMENT P: Litigation Documents (if applicable)
- ATTACHMENT Q: Original approved charter application
- ATTACHMENT R: Original approved charter agreement with the ASD



## **ATTACHMENT A**

Annual Academic Calendar and School's Daily Schedule by Grade

ATTACHMENT A: Annual Academic Calendar and School's Daily Schedule by Grade



**Promise Academy Charter Schools  
2022 – 2023**

Date	Day(s)	Event	Students Out	Teachers Out
<b>Before School Begins</b>				
July 20 – 22	3	New Teacher Orientation	Yes	No
July 25 – 29	5	In-Service Days	Yes	No
August 1 – 2	2	Administrative Days	Yes	No
<b>FIRST SEMESTER Total Instructional Days: 85</b>				
August 3	Wednesday	First Day of School for Students	No	No
September 5	Monday	Labor Day	Yes	Yes
October 6	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00	No	No
October 10 – 14	Monday-Friday	Fall Break	Yes	Yes
October 17	Monday	Professional Development Day	Yes	No
November 11	Friday	Veterans Day	Yes	Yes
November 21 – 25	Monday – Friday	Thanksgiving Break	Yes	Yes
December 19 – 30	Monday – Friday	Winter Break	Yes	Yes
<b>SECOND SEMESTER Total Instructional Days: 95</b>				
January 2	Monday	Administrative Day	Yes	No
January 3	Tuesday	First Day of School for students after Winter Break	No	No
January 5	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00	No	No
January 16	Monday	Dr. Martin Luther King, Jr. Day	Yes	Yes
February 20	Monday	President's Day	Yes	Yes
March 13 – 17	Monday – Friday	Spring Break	Yes	Yes
March 20	Monday	Administrative Day	Yes	No
March 23	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00	No	No
April 7	Friday	Spring Break II/Good Friday	Yes	Yes
May 26	Friday	Report Card issued, Last day for students and teachers	No	No
May 29	Monday	Memorial Day	Yes	Yes
<b>TOTAL NUMBER OF INSTRUCTIONAL DAYS: 180</b>				
Grading Periods	Report Cards Issued			
1 <sup>st</sup> Nine Week	October 6 <sup>th</sup>	42 Days August 3 – September 30		
2 <sup>nd</sup> Nine Week	January 6 <sup>th</sup>	45 Days October 3 – December 16		
3 <sup>rd</sup> Nine Week	March 24 <sup>th</sup>	47 days January 3 – March 10		
4 <sup>th</sup> Nine Week	May 25 <sup>th</sup>	49 days March 20 – May 26		

Promise Academy Daily Schedule:

	Elementary		Mid		Second Grade			Third Grade			Fourth Grade			Grade 5		
	McNeil/Cookinger	Hargrove/Hall	Niland/Orville	Wilkinson/Cough	Riker	McCray	Dunn/O'Neal	Smith	Jerry	Pinto/Calvert	Eme	Randall	Tompan	Boyer	Kubicek	Webb
7:00 AM	Breakfast															
	Transition															
8:00 AM	Morning Meeting 8:00-8:50															
8:50 AM	Fluents 30 minutes	Calendar Math 30 minutes	Fluents	Calendar Math	Fluents	Calendar Math	Calendar Math	Fluents	Writing	Grammar	Grammar	Grammar	Grammar	Grammar	Grammar	Grammar
9:00 AM	Insight Knowledge 40 minutes	Math Block Funke / Dory Problems 15 min	Insight Knowledge	Math Block Funke / Dory Problems 10 min	Insight Knowledge	Math Block Funke / Dory Problems	Math Block Funke / Dory Problems	Math	Guided Reading	Grammar	Math Block 1	Reading	Math Block 1	Reading	Math Block 1	Reading
9:30 AM	Restroom	Science 30 min	Guided Reading and Guided Math 10 minutes	MSE	Guided Reading	Centers	Restroom	Science Virginia	Reading	Transition	Transition	Transition	Transition	Transition	Transition	Transition
10:00 AM	Calendar Math	Transition	Transition	Transition	Calendar Math	Restroom	Calendar Math	Science Virginia	Reading	Transition	Transition	Transition	Transition	Transition	Transition	Transition
10:30 AM	Math/Dory Problems	Transition	Transition	Transition	Transition	Restroom	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
11:00 AM	Transition	Lesson 22 min	Transition	Transition	Transition	Lesson 22 min	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
11:30 AM	Lesson 22 min	Insight Knowledge	Transition	Lesson	Lesson 22 min	Lesson 22 min	Lesson 22 min	Lesson 22 min	MSE	Small Groups	Transition	Transition	Transition	Transition	Transition	Transition
12:00 PM	Transition	Transition	Transition	Lesson 22 min	Math Block	Funke / Dory Problems	Math Block	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
12:30 PM	Transition	Transition	Transition	Lesson 22 min	Funke / Dory Problems	MSE	MSE	Fluents	MSE	Transition	Transition	Transition	Transition	Transition	Transition	Transition
1:00 PM	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
1:30 PM	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
2:00 PM	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
2:30 PM	MSE 45 min	MSE	MSE	Science T. Harris	MSE	Insight Knowledge	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
3:00 PM	Science Harris	Fluents 30 min	Calendar Math	Fluents	Guided Math Centers	Science Virginia	Guided Reading and Guided Math 40 minutes	MSE	Math	MSE	Math Block 2	Guided Reading	MSE	Math Block 2	MSE	Guided Reading
3:30 PM	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
4:00 PM	Guided Reading/Guided Math Groups	Guided Reading/Guided Math Groups	Math Block	Funke / Dory Problems 10 min	Guided Reading/Guided Math Groups	Science Virginia	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
4:30 PM	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition	Transition
5:00 PM	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up	Pack Up
5:30 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

Monday-Thursday Schedule					
Teachers	Lunch-25 minutes	MBS- 45 minutes	Science	Break	Planning
McNeill/Grotzinger	11:00-11:25	12:40-1:20	1:25-1:55	1:25-1:55	12:40-1:20
Mangrum/Hall	10:40-11:05		10:00-10:30	10:00-10:30	12:40-1:20
Hilliard/Granville	11:35-12:00	12:40-1:20	12:05-12:35	12:05-12:35	12:40-1:20
Williamson/Cooper	11:15-11:40	10:05-10:50	12:40-1:20	10:05-10:50	12:40-1:20
Fisher	11:15-11:40	11:40-12:25	1:45-2:15	1:45-2:15	12:40-1:20
Parker	10:45-11:10	12:40-1:20	2:20-2:50	2:20-2:50	11:40-12:25
Shaw/Gilchrist	11:10-11:35	11:35-12:20	1:00-1:30	11:40-12:25	11:40-12:25
T. Smith	11:15-11:40	1:25-2:10	10:35-11:05	9:40-10:10	1:25-2:10
Josey-Borden	12:10-12:35	11:20-12:05	9:40-10:10	10:40-11:10	11:10-11:55
Pingel/Caldwell	10:30-10:55	1:25-2:10	12:00-12:30	12:00-12:30	1:25-2:10
Reese	11:40-12:05	2:15-3:00	12:10-12:40	12:10-12:40	2:15-3:00
Davenport	11:40-12:05	1:25-2:10	12:55-1:25	2:15-3:00	11:10-11:55
Thompson	11:15-11:40	2:15-3:00	11:45-12:15	12:55-1:25	1:25-2:10
Riley	12:10-12:35	2:15-3:00	10:05-10:35	10:35-11:05	2:15-3:00
Hubbard	12:15-12:40	1:25-2:10	10:35-11:05	2:15-3:00	11:10-11:55
Wells	11:40-12:05	2:15-3:00	11:10-11:40	10:05-10:35	1:25-2:10
Friday Schedule					
Grade	Lunch-25 minutes	MBS- 45 minutes	Science	Break	
McNeill/Grotzinger	10:35-11:00	No MBS on Fridays	11:05-11:35	11:05-11:35	
Mangrum/Hall	10:55-11:20		9:45-10:15	9:45-10:15	
Hilliard/Granville	10:25-10:50		11:45-12:15	11:45-12:15	
Williamson/Cooper	10:40-11:05		12:30-1:00	12:30-1:00	
Fisher/	10:15-10:40		10:45-11:15	10:45-11:15	
Parker	10:15-10:40		11:20-11:50	11:20-11:50	
Shaw/Gilchrist	10:40-11:05		12:30-1:00	12:30-1:00	
T. Smith	11:20-11:45		9:30-10:00	9:30-10:00	
Josey-Borden	11:25-11:50		10:20-10:50	10:20-10:50	
Pingel/Caldwell	11:25-11:50		11:55-12:25	11:55-12:25	
Reese	11:35-11:50		10:35-1:05	10:35-11:05	
Davenport	11:20-11:45		9:45-10:15	9:45-10:15	
Thompson	11:35-11:50		11:05-11:35	11:05-11:35	
Riley	11:05-11:30		12:40-1:10	12:40-1:10	
Hubbard	11:05-11:30		11:35-12:05	11:35-12:05	
Wells	11:05-11:30	12:10-12:40	12:10-12:40		

## **ATTACHMENT B**

Student Handbook/School Forms



2022 - 2023

# Parent & Scholar



# Handbook

## Keeping the Promise

## Educating the Whole Child

*Promise Academy Spring Hill admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs.*



## OUR VISION

Our vision is to be THE model of excellence and innovation in education.

## OUR MISSION

Our mission is to educate, develop and nurture the mind, body and spirit of children so that they emerge as lifelong learners and world-ready leaders.

## BELIEFS

- All children can learn
- Great teachers = great school
- All children deserve great schools
- Parents want choices
- Hard work + time spent on task = **SUCCESS**
- Parents must be involved
- Schools should be accountable

## FACULTY & STAFF

<b>ADMINISTRATIVE TEAM</b>		
<b>Name</b>	<b>Title</b>	<b>Electronic Mail</b>
Dr. Patrick Washington	Executive Director	<a href="mailto:pwashington@promiseacademy.com">pwashington@promiseacademy.com</a>
Kimbra McBride	Principal	<a href="mailto:kmcbride@promiseacademy.com">kmcbride@promiseacademy.com</a>
Toby Finley	Assistant Principal	<a href="mailto:tfinley@promiseacademy.com">tfinley@promiseacademy.com</a>
Terry Russell	Office Manager	<a href="mailto:trussell@promiseacademy.com">trussell@promiseacademy.com</a>
Erica Gray	Data Manager	<a href="mailto:egrays@promiseacademy.com">egrays@promiseacademy.com</a>
Ricky Richardson	Systems Administrator	<a href="mailto:rrichardson@promiseacademy.com">rrichardson@promiseacademy.com</a>

We are dedicated to making learning fun as well as meaningful with plenty of connections to living. We are dedicated to making school a unique, positive learning environment where students want to escape to, rather than from.

The entire staff at Promise Academy is very excited about this year, and we are looking forward to providing our students with an educationally challenging school year. This year we will focus on implementing the following curriculum components which are directly related to teaching mastery of required national/state standards.



**READING**

CKLA (Core Knowledge Language Arts)  
 Insight Humanities  
 All Memphis

**MATHEMATICS**

Eureka Math

**WRITING**

CKLA (Core Knowledge Language Arts)

**SCIENCE**

Stem Scopes

**INTERVENTION**

AimsWeb  
 I-Read

**TECHNOLOGY**

I-Ready  
 I-Excel

Additionally, we are also able to offer our students visual and performing arts programs during the week to foster a well-rounded environment.

We want to assure you that we will do our best to help your child experience the ultimate academic, social, and emotional growth to be successful in society. We are pleased that you have entrusted your child to our care at Promise Academy. We encourage you to be involved and an active partner in the education of your child. With your cooperation – our partnership will make this an outstanding school year!

## ENROLLMENT, COMMUNICATION, PARENT CONFERENCES, OBSERVATIONS, VOLUNTEERING, ESL/HOMELESS/MIGRANT

**ENROLLMENT**

Promise Academy Spring Hill guarantees enrollment to all attendance area students at either their assigned neighborhood school or an equivalent placement. Guaranteed enrollment is also for non-attendance area students who attended an ASD school prior to the transformation. For more information regarding enrollment, please refer to the Achievement School District Student Handbook.

**COMMUNICATION**

Promise Academy believes in constant and consistent communication between every stakeholder involved in our school community. Parents are encouraged to keep a positive line of communication with your child's teachers and administrators of the school. Teachers and administrators can be reached by email, phone, and Kickboard to address any inquiries and concerns regarding your child and our school. In all fairness, we ask that parents contact teachers first to address any type of questions or concerns regarding your child. We believe in building a culture that will allow problem solving to occur quickly and in a positive manner. In the event parents are not satisfied with the outcome of the conferences and discussions with teachers, then you are encouraged to discuss your concerns with Mrs. Kimbra McBride. We want to refrain from inappropriate situations especially in the presence of our children, and maintain a professional environment at all times. Inappropriate language, loud and other negative behavior/actions will result in any or all of the following; temporary ban from the school, permanent ban from the school, and/or police involvement. Thank you for supporting a positive environment for our students!

## **CONFERENCES**

To help increase the effectiveness of our parent-to-school partnership parent-teacher conferences will be mandatory and by APPOINTMENT only. Parents are required to attend a minimum of **three** mandatory conferences with administrators and teachers. Our teachers are excited to discuss the academic and social growth of your child and would like to give each parent the proper undivided attention to maximize conference time. During the conference teachers, administrators, and parents will establish strategies to ensure the academic and social success of your child!

Also, parents will be required to attend three data meetings with the Data Manager to go over all data related information involving your child.

Parent initiated conferences can be scheduled directly with the teacher during the teacher's planning period, before and/or after school. Mandatory conferences will be set by administration and placed on the school calendar.

### **IMPORTANT Please note:**

It is **mandatory** for parents to have a conference with the teacher and an administrator at the close of each report card period. Report cards will not be released to the parent until an official sit-down conference is held. This conference will consist of reviewing the assessment, class work and homework data and establishing a plan to continue to move your student forward. Parent, teacher, and administrator conferences will be held at the start of the school year and at the end of every quarter. The final report card will be mailed, **only after the first three conference requirements have been fulfilled.**

## **OBSERVATIONS**

Parent observations are allowed only during our non-critical instructional time (critical instructional subjects-- Reading, Math, and Intervention). We would like for the parents to be mindful that students are easily distracted and we are truly dedicated towards minimizing those types of distractions.

## **VOLUNTEERING**

Parents are more than welcomed to volunteer at Promise Academy! We look forward to maximizing parent involvement. To help minimize distractions in the core classrooms we are asking parents not to volunteer in their own child's classroom. In the event you will volunteer more than 10 hours a week on a steady basis please obtain a volunteer form from Mr. Terry Russell. The volunteer form is also located in the Appendix in the back of this handbook.

## **ESL/MIGRANT/HOMELESS**

English Language Learners (ELL) are non-English language background students whose level of oral, reading, and written proficiency in English does not allow them to fully benefit from the curriculum and creates difficulty in regular classroom curriculum without specially designed modifications. Homeless students are defined as residing in a temporary or primary residence that is not designated as a place for regular sleeping for humans. Promise Academy Spring Hill will work to provide educational services to students who are ESL/Migrant/Homeless.

## **PROMISE PARENT ACADEMY**

The goal of Promise Parent Academy is to consistently and strategically engage parents in their child's education. Secondly, to inform parents on strategies and skills to help at home, to bridge the gap between home and school through the provision of valuable resources.

Promise Parent Academy will be held **the first Friday of the month**. Parents are required to attend a minimum of **four** Promise Parent Academy meetings during the school year.

## REQUESTING QUALIFICATION INFORMATION

It is the right of the parent to request the credentials and qualifications of teachers and paraprofessionals that provide instruction to your child.

### **Please Note:**

**Promise Academy's first priority is maximizing effective uninterrupted instructional time without any unnecessary disruptions. Although we honor an open door policy for our parents, we are committed to protecting and maximizing your child's on-task instructional time and will take appropriate measures to do so. Teachers will not be allowed to stop instruction to speak with parents in person or by phone. Thank you in advance for respecting and supporting this important policy and contributing to the academic success of our students! Instruction immediately begins at 8:00 a.m. and will not end until 3:00 p.m.**

## PARENT BOOSTER CLUB

We want our Parent Booster Club to be an effective, visible and active organization. The POP exists to promote the relationship between homes and the school. Our goal is 100% participation. POP meeting will be held during the school year.

## ARRIVAL AND DISMISSAL

**\*Once daily transportation has been decided by the parent/guardian, it WILL NOT be changed without prior written notice.**

Instruction **begins** promptly at **8:00 a.m.** and does not end until **3:00 p.m. Mon-Thurs.** If arriving between 7:45 a.m.-8:00 a.m. scholars and parents must enter the building through the cafeteria entrance. After 8:00 a.m. the main entrance will be available for scholars/parents to enter. Any student arriving **after 8:00 a.m.** will automatically be counted as **TARDY.** Tardy students are **required** to check-in at the front office to receive a tardy slip before being escorted to class, no exceptions. Tardies have a negative impact on your child's attendance record and count against meeting the school's state required attendance record. Please help us minimize and eliminate tardiness.

Dismissal procedures begin approximately at 3:00 p.m. and will last until 3:30 p.m. (Mon-Thurs). **Early dismissals are not allowed** after **2:00 p.m. (Monday-Thursday)** and **1:00 p.m. (Friday).** Student(s) **will not** be allowed to check out after 3:00 without a valid doctor's excuse. On **Fridays, dismissal will begin at 2:00 p.m.** Thank you in advance for supporting and contributing to the success of this policy!

**Any parent that arrives after 3:45 Monday through Thursday will have to enter through the cafeteria located at the back of the building.** Parents will receive a notice after the 1st late pickup. Parents will receive a phone call and notice after the 2nd pickup. DC S will be called after the 3rd late pickup.

The **DISMISSAL PROCESS** is designed to be an efficient, effective way of ensuring students are dismissed from school safely.

### **Carline Process**

Parents using the carline process should enter the carline from the Frayser Raleigh Road entrance. As parents wait in line, Promise Academy staff members will call students by name for each car. Students will be placed in the car with the assistance of a staff member. Once your child is safely and securely in the car, we ask that the parents merge carefully and quickly out of the carline. Cars should never be left unattended for any reason. Once in the carline we ask for your patience and respect to make sure this process does not last longer than 15-20 minutes.

### **Walker Process**

Students who are walkers will be escorted by a staff member to the exit at the front entrance of the building. Students will be directed to follow the sidewalk down to the street. Please **DO NOT PARK OR BLOCK THE DRIVEWAY!**

### **Day Care/Bus Riders**

Day Care and School buses must pickup and drop-off students at the front entrance. Day care providers will be met by a Promise Academy staff member at the front door. Students will be called to exit the building with the appropriate provider. Please note, if a daycare provider arrives after 3:30 p.m. that provider is required to pick students up from the cafeteria entrance and sign the student/students out. No exception.

*Please remember after 3:30 p.m. the carline will officially close. All parents must go to the cafeteria after that time. All cars should be cleared from the carline no later than 3:30 p.m.*

***During the dismissal time hallways should be clear of visitors and parents to aid in a smooth and quick dismissal process! It is very important for us to give our undivided attention to making sure students are directed to the correct dismissal door. Teachers will not be allowed to have conferences or speak with parents during this time. Thank you for making sure our staff members are not distracted for any reason during this process.***

### **ATTENDANCE POLICY**

Our central and only work is to teach and inspire the mind, body and spirit of our children so that they can succeed in any academic or cultural setting. Promise Academy is committed to preparing children to excel in the nation's most rigorous schools.

***In order to solidify your child's success at Promise Academy daily attendance and timeliness is mandatory as required by state law.***

The ***instructional day*** officially begins at ***8:00 a.m. and ends at 3:00 p.m. Monday-Thursday and 2:00p.m. on Fridays.*** Any child checked out before 2:00 p.m. Monday-Thursday and 1:00 pm. Friday will result in an early release.

<b>PROMISE ACADEMY ATTENDANCE POLICY PROCEDURES*</b>		
<b>Tardies/Early Releases</b>	<b>Absences</b>	<b>Consequences</b>
<b>3</b>	<b>2</b>	Phone call to parent
<b>5</b>	<b>3</b>	Warning letter sent home with child, which MUST be signed and returned & follow-up phone conference
<b>10</b>	<b>5</b>	Meeting with parent
<b>15</b>	<b>7</b>	Warning letter sent home which MUST be signed and returned, and meeting with Director of Parents Community, and Instructional Support
<b>20</b>	<b>10</b>	Notification to Office of District Attorney of Truancy

***\* Please note, we take attendance and academic instruction very serious and will monitor this policy on a continuous and consistent basis. Therefore, it is very possible parents will hear from a school administrator before the problem reaches the allotted tardies/absences and early releases to prevent further actions to be taken.***

**3 tardies/Early Dismissals= 1 UNEXCUSED ABSENCE**

**15 TO TAL Absences (excused and unexcused) may result in removal from Promise Academy and/or MANDATORY RETENTION**

**20 TO TAL Tardies/Early Releases may result in removal from Promise Academy and/or MANDATORY RETENTION**

**Students who are 5 years old and are truant (5 unexcused absences) within the first 30 school days, may be required to withdraw from the school.**

Thank you for contributing and committing to the academic and social success of your child!

#### **EXCUSED ABSENCES**

**A written note must be submitted within 3 days of an absence describing the excused absence or the absence will become an unexcused absence.**

Student absences shall be excused for the following reasons only:

- (1) Personal illness of the student
- (2) Death or serious illness in the immediate family of the student
- (3) Validated court appearance of the student
- (4) Recognized religious holiday/event
- (5) Any other case acceptable to the principal and/or assistant principal.

Absences **MUST** be accompanied by a written notice explaining the reason for the absence from the parent or guardian. Doctor's excuses/court appearances must be directly related to the student.

**\*After 3 UNEXCUSED ABSENCES, a Doctor's note will be REQUIRED.**

***In the event your child is absent 10 consecutive days, your child will automatically be withdrawn from Promise Academy and referred to the District Attorney's Office of Truancy.***

If unexcused absences continue, a Habitual Absence Report will be issued and the Achievement School District will be notified. It is important to note, if unexcused absences continue, your child could face losing his/her placement at Promise Academy.

#### **TARDIES & EARLY RELEASES**

Tardiness and early checkouts count against perfect attendance. Students must arrive at school no later than 8:00 a.m. Any student arriving **after 8:00 a.m.** will automatically be counted as **TARDY**. Tardy students are **required** to check-in in the front office **with the parent** to receive a tardy slip before being escorted to class, no exceptions. Tardies have a negative impact on your child's attendance record and counts against meeting the school's state required attendance record. Please help us minimize and eliminate tardiness.

A tardy is excused **ONLY** if the child is coming from the **doctor's office**. Although the tardy may be excused due to doctor's appointments and/or illness it will still count against your child's and the school's attendance records. Excessive tardies and early releases will result in official written communication, conferences and/or notification to the Office of District Attorney of Truancy.

**Early releases are *not allowed*** during the times of 2:00p.m-3:00 p.m. Monday-Thursday and 1:00pm-2:00pm on Fridays. Early releases are counted as tardies. The State Department of Tennessee counts (3) tardies as (1) absence. Please be very mindful of this situation to avoid being out of compliance with our mandatory attendance policy.

#### **Please note:**

Warning letters are sent before students/parents are referred to the truancy office. Your truant file will consist of the print out of the absences/tardies/early releases, warning letters, and school conference outcomes.

## **Court Ordered Truancy Consequences**

In the event of excessive absences, tardies and early releases your situation will be referred to the appropriate truancy office. Results from being referred are as follows:

- Mandatory court appearance
- Court ordered fines that can reach up to \$1,500 based on the number of absences/tardies/early releases
- Court assigned DC Sworker monitoring your home
- Court assigned DC Sworker requesting attendance reports frequently from the school
- Court ordered jail time based on the severity of each case

These are just a few of the consequences that can occur. Thank you for supporting and valuing your child's educational time!

## **STUDENT RELEASE FORM**

The safety of your child is one of our first priorities! All parents/guardians are required to complete the Promise Academy "Student Release Form." This form allows you to authorize family members/friends to pick up your child(ren) from school. It is extremely important that you list contact information for each authorized person. **We will not** be allowed to release your child(ren) to individuals who are not listed on the Student Release Form.

In the event you ask someone not listed on your authorized list to pick your child up a **written notice and a phone call** is mandatory prior to the day's dismissal. Proper identification will be required. Our administrative staff may call to verify this request. Otherwise, please understand that your child will not be released until these important safety requirements are met. Thank you for helping to protect our children and supporting our policy!

## **WITHDRAWALS**

If you are moving or withdrawing your child from school, please call or come by the school a few days prior to the withdrawal date. This will give ample time to complete necessary paperwork, and schedule an exit interview with the Office Manager. Please note that all fees/fines must be paid in full for any type of record release.

## **TELEPHONE/ADDRESS CHANGES**

Please notify the school immediately if there is a change in your address, telephone number, or person to contact in an emergency. It is important that our records be kept up to date in case your child becomes ill or injured.

## **STUDENT VERIFICATION FORMS**

A student verification form request will require a minimum 24-hour turn around period. This will allow our administrative team enough time to properly document and verify your child's enrollment, absences and tardies during the requested time period.

## **SCHOOL HOURS**

The official school hours are 7:45 a.m. to 3:00 p.m. (Mon-Thurs), and 7:45 a.m.-2:00 p.m. (Friday). Students will be permitted to enter the building at 7:45 a.m. supervised by our dedicated staff members. Students arriving after 8:00 are automatically tardy and must be signed in at the office. If a tardy student bypasses the office, teachers have been instructed to send students back to the office to obtain the appropriate tardy slip.

We cannot allow parents to wait outside their child's room during the dismissal process. It is very distracting and difficult for the teacher to be giving final instructions if the children are watching the parents outside the classroom door. Students will not be dismissed until 3:00 p.m. (Mon -Thurs and on 2:00 pm on Fridays). If you need to check your child out between 2:00 p.m. and 3:00 p.m., it will be mandatory for you to come into the office and sign your child out. We will not release a student to anyone but those listed on your check out procedure sheet. We will not

allow a child to leave school during the day unescorted. For your child's safety, please cooperate with us on this procedure.

### **AFTERCARE PROGRAM**

Promise Academy Spring Hill has an aftercare program run by The Boys and Girls Club. This program is run on a first come first serve basis. BGC serves PASH students ages 5-12. Parents can request their scholar be placed on a waiting list for aftercare if there are no spots available at the time of request.

### **SCHOOL SUPPLIES**

Promise Academy will collect a supply fee at the beginning of each school year to purchase your child's supplies.

### **HOMEWORK**

Homework is a key component of learning. Just as an athlete must practice to reach excellence, we practice academic concepts to master, maintain and exceed excellence. All homework **MUST** be kept in the provided homework folder. We expect parents to go over the assignments with your child each night. Homework is an important continuation of classroom learning. Homework is given Monday – Thursday, although there will be projects that require weekend work. This is a high academic expectation that contributes to the academic success of your child(ren).

### **ACADEMICS AND HONORS**

Promise Academy proudly recognizes students making ground-breaking academic and attendance achievement marks. We would like for our parents to be aware of the academic/attendance requirements to achieve these prestigious awards.

#### **GRADING SCALE**

The following grading scale will be used by Promise Academy.

#### ***Academic Grading System***

A	Excellent	93 – 100%
B	Good	92 – 85%
C	Average	84 – 76%
D	Below Average	75 – 70%
F	Failure	69 -below

#### ***Special Subjects Grading System***

The following marks indicate your child's interest, attitude, participation and proficiency in special subject areas (Foreign Language, Character Class, Physical Education, and Art):

- E** – Excellent
- S** – Satisfactory
- N** – Needs Improvement
- U** – Unsatisfactory

#### **PRINCIPAL'S LIST**

Students that make this list will have the opportunity to go out to lunch each semester with the Principal. The student must achieve the following:

#### **Academics**

- All A's

#### **Conduct**

- All E's in the classroom and Exploratory Classes

### HONOR ROLL

Students that make the HONOR ROLL will participate in the honors reception! The student must achieve the following:

#### Academics

- A's and/or
- B's

#### Conduct

- E's and/or
- S's

### CITIZENSHIP

#### Conduct

- All E's

### PERFECT ATTENDANCE AWARDS

Promise Academy is devoted to providing your child with the ultimate and most effective instruction possible. In order for our students to reap the benefits of our devotion it is imperative your child attends school regularly!

Students will make the following attendance lists by meeting the following requirements.

#### **PERFECT ATTENDANCE, NO TARDIES, NO EARLY DISMISSALS AWARD**

- No tardies
- No early dismissals
- No absences

*The Awards Program honoring your child will be held every 9 week period in the cafeteria.*

### **SCHOOL UNIFORM AND DRESS CODE**

We are a proud uniform school. Our selected uniform attire reflects an extremely professional appearance, minimizes discipline issues, makes us all equal, and more importantly sets Promise Academy apart from others, and increases confidence and self-worth. We have a required school uniform for several important reasons:

#### **Uniforms unite us as a community**

When you look at a group of students in the Promise Academy uniform, it is a powerful visual statement of our community. Students make a commitment that when they put on the Promise Academy uniform; they are agreeing to live up to the school's high expectations.

#### **Uniforms reduce distractions and clothing competition**

Often students spend more time discussing and evaluating what others are wearing or not wearing than they spend focusing on learning. Wearing uniforms eliminates this distraction.

#### **Uniforms look professional**

Students look neat when they arrive to school with shirts tucked into their pants. The students come mentally prepared for school and "dressed for work."

Students may not change out of the Promise Academy uniform at any point during the school day. Students are prohibited from forms of dress, ear, body jewelry, hairstyle, visible tattoos, or other adornments that draw attention



to oneself in a manner that may be disruptive to the educational process. Ear piercings for boy scholars **are not** allowed.

#### **Failure to Comply with Uniform Policy**

**Infraction 1:** Official written note home to parents

**Infraction 2:** 2<sup>nd</sup> warning written notice and phone call to parents

**Infraction 3:** **MANDATORY** conference with school personnel

**Infraction 4:** **1-Day** In-school suspension

**Infraction 5:** **Overnight suspension**

**Infraction 5+ will result in additional suspension days and possible withdrawal from Promise Academy. The Uniform Policy infraction is considered as a discipline referral and abides by the Code of Conduct and consequences set forth by Promise Academy.**

Please become very familiar with the 2022-2023 Uniform Policy Agreement issued during registration. Please note by sending your child to Promise Academy and/or signing this agreement you agree to make sure your child is in compliance with the mandatory School Uniform Policy. Additional copies are available in the front office and posted throughout the building.

#### **CAFETERIA**

Students are not allowed to bring candy, gum, potato chips or other “junk” food to school. The one exception to this rule is that a student who brings a lunch from home may include chips as part of the lunch. Students bringing their lunch must use snack size items only.

Breakfast and lunch are provided for your child daily. Students are expected to act like young ladies and young gentlemen while eating lunch. Teachers will discuss with students and practice the appropriate behaviors to exhibit while eating. We expect all students to show appropriate behavior during their lunch time. This will be a behavior that is taught and reinforced throughout the school year.

#### **MEDICINE**

Sometimes it is necessary for students to take prescription medicine while at school. Aspirin, Tylenol, cough drops and other nonprescription items will NOT be given to children during school hours. In the event of accidents only water may be used to treat. Ointments, alcohol or any type of medications are not allowed to be administered by any staff member. Medicine MUST be brought immediately to the office. Medicine will not be issued without the proper doctor's authorization form.

The parent/guardian must also complete an Authorization for Medication During School Hours form requesting that the school administer the medication. Forms are available in the school office. Should a dose need to be given, it should be administered between 10:00 a.m. and 1:00 p.m. Please note that medicine that is to be taken three times daily does not need to be administered at school. It can be given before and after school and at bedtime. Students with life-threatening conditions (e.g. asthma, severe allergic reactions) may carry their own prescriptions with authorization from the doctor. All students with **Asthma** must have an **Asthma Plan** on file in the office. Students may not sell or give away prescription or nonprescription medications. Prescription medications are only appropriate for the person to whom the doctor issued the prescription.

#### **PROMISE ACADEMY VALUES COMPONENT**

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Promise Academy has made a commitment to developing scholars who have strong character and demonstrate our values in their interactions with others. In an effort to highlight and strengthen the character and nurture the values of our scholars, we study a Tool for the month based on Toolbox (SEL curriculum) and our core school values. As a school, our scholars learn to implement the tools and values into their daily activity. Teachers observe and reinforce the behaviors throughout the school and at the end of the month teachers nominate scholars who demonstrate the core value of the month.

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Our school values define the expectations we have for students and adults in our building.

**Love of Learning-** I have the power to take responsibility of my own learning. I will value all learning experiences and use discovery to create the third way!

Scholars will show their Love of Learning by:

- Showing great interest in gaining knowledge about the world and how I fit into it
- Working hard in school to learn and improve
- Exploring their curiosity and pursue things that interest me
- Being Self-motivated

**Results Oriented-** I will reflect and make meaning from every new experience and use what I learn to keep getting better.

Scholars will show they are Results Oriented by:

- Staying focused on achieving my goal
- Believing that practice and effort can improve my ability to learn
- Applying my strengths
- Finding ways to address learning challenges
- Responding positively to challenges and setbacks

**Commitment to Excellence-** I believe in striving for excellence in everything I do. Excellence is not an act, but a habit.

Scholars will show their Commitment to Excellence

- Set and achieve ambitious goals
- Come to school on time, prepared to learn with materials and assignments
- Maintain academic integrity
- Strive for excellence in everything I do
- Be flexible, positive, and collaborative to be my personal best.
- Lead by example to inspire, and commit to learn more, do more and become more.

**Caring-** I use words and actions that show support to others. I value other's thoughts and opinions. I am respectful and kind in my actions, thoughts, and words.

Scholars show they Care by

- Cooperating and working well with others in a respectful and caring way
- Asserting myself and getting involved. Standing up for others and myself
- Responsible for my actions and words
- Empathetic to others' feelings
- Self-control. I will take control of my body and my words

**Drive-** We focus on our goals. We take risks and see mistakes and failures as opportunities to learn and grow. We lead with strength and determination to get the job done.

Scholars will show they are Driven by

- Working toward being successful in and out of school.
- Focused on success
- Use failures and mistakes as my stepping stones

## SCHOOL-WIDE RULES

The school rules were developed to provide a positive, productive working environment conducive for learning. It is our responsibility to provide an environment that is safe, secure, and orderly. The following rules will be consistently enforced and monitored throughout the school to meet this Promise Academy goal:

All students are expected to ultimately,

***RESPECT OTHERS, OTHER'S PROPERTY AND YOURSELF!***

- Be Ready
- Be Responsible
- Be Respectful

We have established quiet zones known as **FLUTTER ZONES** throughout the school. There are several signs you will see throughout the building hallways and restrooms. There should not be any noise in the designated quiet zones.

### **Hallway Conduct**

All students are expected to walk silently on the right side of the hallways. We must respect other teacher's right to uninterrupted instruction, minimize distractions and maximize our students' learning experiences. Teachers are expected to emphasize the importance of hallway expectations. Below is the H.A.L.L. method which should be used in order to have effective hallway management.

**H**- Hands to your side

**A**-All eyes forward

**L**- Lips closed

**L**-Low speed

### **Restroom Conduct**

The restroom has also been designated as a **FLUTTER ZONE**. Students will quietly enter empty stalls only in the restroom. If all stalls are in use, students should wait patiently outside the restroom with their class until a stall becomes available. Students will keep their areas clean and respect the school property. Pencils, pens, crayons and other items that may leave marks or cause damage are not allowed in the restroom. Again, parents please help the school administration and teachers emphasize this important expectation.

### **Cafeteria Conduct**

All students are expected to enter the cafeteria quietly in a straight line. Students will have assigned seating and will have to use their quiet voice at all times. To help control the noise level students will be allowed to speak with the student to the left and the right of them only. For safety reasons, we ask that students do not share food. Parents, we ask that you help support our cafeteria rules by going over and emphasizing this expectation.

## **DISCIPLINE**

Good discipline within a school is necessary to ensure a proper learning environment. It is the responsibility of parents, the Promise Academy Board, the administrative staff, and school personnel to take the measures necessary to provide the proper atmosphere for the instruction of students. Developing citizenship is one of the major functions of education. Principals, teachers, and educational assistants are charged with the responsibility of using any board policies or procedures necessary to provide a positive atmosphere for learning.

### **PROMISE ACADEMY DISCIPLINE POLICY**

- The sole purpose of establishing an appropriate code of conduct is to maximize our students' instructional time, minimize negative behavior, increase and recognize positive behavior, while at the same time empowering our teachers with enough authority to immediately, and in some cases, strategically, dissolve unnecessary discipline issues.
- This plan will be consistently monitored and supported by the administrative staff and discipline committee of Promise Academy and can be adjusted as needed to insure its success and effectiveness.
- All teachers will have a classroom management system about expectations, procedures, rules, consequences, etc. on file and will abide by this system continuously and consistently. Teachers will adjust the classroom management system as needed to maximize the success of minimizing discipline issues and increasing invaluable instruction time.
- The discipline committee has developed an appropriate discipline level system to aid in minimizing inappropriate negative behavior and maximizing instructional time, thus leading to a more positive, working environment conducive to learning. The levels consist of the following:
  - Level 1 – Minor infractions
  - Level 2 – Moderate disruptive behaviors
  - Level 3 – Moderate to severe behavior
  - Level 4 – Severe inappropriate/harmful behavior
  - Level 5- Severe, extremely inappropriate/harmful behavior
  - Level 5- State Mandated - Zero Tolerance

- Consequences have been established based on the needs of individual classrooms. The responsibility levels have also been established. This policy is a collective, collaborative effort between school administrators, teachers, parents, and the community.
- Based on the severity levels of offenses, the parents/guardians may be automatically required to meet with the administrative team and/or discipline committee to establish an appropriate, effective plan of action for the student.
- It is important to note, Promise Academy will in no shape or form participate in the use of any type of corporal punishment. Corporal punishment can be defined as the physical punishment of a student including the use of unreasonable or unnecessary physical force or physical contact made with the intent to cause harm or pain.

## Promise Academy Code of Conduct

LEVEL 1 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Excessive talking</li> <li>• Classroom Interruptions</li> <li>• Not following directions</li> <li>• Inappropriate and excessive noise</li> <li>• Inappropriate non-instructional material</li> <li>• Cheating</li> <li>• Uniform code violations</li> <li>• Throwing objects in class</li> <li>• Possession of cellular phones</li> <li>• Excessive Tardiness or Early Releases more than 3 times</li> </ul>	<ul style="list-style-type: none"> <li>• Verbal warning</li> <li>• Classroom intervention strategies (School-wide stop-light clip moved)</li> <li>• Loss of privileges (i.e. recess, fun classroom activities)</li> <li>• Lunch detention, after school clean-up</li> <li>• Parent communication (phone, email, written notice)                             <ul style="list-style-type: none"> <li>• Out of school Suspension</li> <li>• Voluntary withdrawal</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> </ul>
LEVEL 2 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Defiance</li> <li>• Disrespectful (name calling, eye rolling, negative body language – stomping away, etc.)</li> <li>• Inappropriate language</li> <li>• Inappropriate gestures</li> <li>• Cheating</li> <li>• False accusations</li> <li>• Inappropriate behavior in the hallway/restroom/cafeteria</li> <li>• Inappropriate support class conduct</li> <li>• Inappropriate recess behavior</li> <li>• Inappropriate classroom conduct</li> <li>• Possession/use of matches, lighters, or fireworks</li> <li>• Possession of over the counter medications (i.e. aspirin, cough medicine, cough drops)</li> <li>• Possession of tobacco products</li> <li>• Continuing to engage in same Level 1 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom intervention strategies (School-wide stop-light clip moved)</li> <li>• Written notification to parents</li> <li>• Loss of privileges (recess, grade lunch detention)</li> <li>• Written reflection</li> <li>• Parent-teacher-student conference</li> <li>• Establish written behavior management plan that must be monitored, documented</li> <li>• Overnight suspension</li> <li>• Suspension</li> <li>• Voluntary withdrawal</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• PARENT LEVEL</li> <li>• ADMINISTRATION</li> </ul>

LEVEL 3 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Obscene written gestures</li> <li>• Theft less than \$500</li> <li>• Bullying</li> <li>• Profanity</li> <li>• Pushing/shoving/kicking/slapping</li> <li>• Vandalism (furniture, textbooks, etc.)</li> <li>• Forgery/plagiarism</li> <li>• Altering communication information sent home</li> <li>• Insubordination</li> <li>• Leaving classroom without permission</li> <li>• Potentially dangerous activity (such as throwing chairs &amp; food fights)</li> <li>• Continuing to engage in same Level 2 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Automatic classroom intervention strategies (school-wide stop-light clip moved to PURPLE)</li> <li>• Automatic documented communication - written note, phone call, email</li> <li>• Loss of privileges</li> <li>• Lunch detention</li> <li>• Automatic parent-teacher-D SFS-student conference</li> <li>• Referral to office based on severity</li> <li>• Establish written behavior management plan that must be monitored and documented</li> <li>• Voluntary withdrawal</li> <li>• Detention/ISS/OSS</li> </ul>	<ul style="list-style-type: none"> <li>• PARENT LEVEL</li> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION (Based on severity)</li> </ul>
LEVEL 4 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Weapons (i.e. pocket knives, fire arms)</li> <li>• Pulling fire alarm</li> <li>• Fighting</li> <li>• Inappropriate touching</li> <li>• Inappropriate exposure</li> <li>• Unauthorized use and/or inappropriate use of internet</li> <li>• Sexual harassment</li> <li>• Drugs and alcohol</li> <li>• Aggravated Assault against student resulting in minor injury</li> <li>• Leaving campus without permission</li> <li>• Making a threat, including a false report</li> <li>• Theft over \$500</li> <li>• Profanity, provocative, and/or abusive language directed at school personnel</li> <li>• Continuing to engage in Level 3 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Referral to office</li> <li>• Automatic classroom intervention strategies (School-wide stop-light clip moved to PURPLE)</li> <li>• Automatic documented communication - written note, phone call</li> <li>• Loss of privileges</li> <li>• Lunch detention, after-school detention</li> <li>• In-school suspension (ISS)</li> <li>• Suspension (OSS)</li> <li>• Automatic conference with the parents, teachers, student, DPCIS and Principal</li> </ul>	<ul style="list-style-type: none"> <li>• PARENT LEVEL</li> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> </ul>
LEVEL 5 Exit Plan	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Fighting resulting in serious injury or weapon used</li> <li>• Aggravated assault against student resulting in serious injury</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (OSS)</li> <li>• Automatic conference with the parents, teachers</li> </ul>	<ul style="list-style-type: none"> <li>• PARENT LEVEL</li> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> </ul>

<ul style="list-style-type: none"> <li>• Fighting resulting in serious injury or weapon used</li> <li>• Aggravated assault against student resulting in serious injury</li> <li>• Assault against a visitor (substitute, volunteer, tutor, etc.)</li> <li>• Threats (serious or non serious) or false accusations against school personnel</li> <li>• Sexual battery</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (OSS)</li> <li>• Automatic conference with the parents, teachers, student, DSFS and Principal</li> <li>• Voluntary Withdrawal</li> <li>• Expulsion</li> <li>• MCS Security</li> </ul>	<ul style="list-style-type: none"> <li>• PARENT LEVEL</li> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> </ul>
<b>LEVEL 5 State- Mandated Zero Tolerance</b>	<b>CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>• Assault/aggravated assault against school personnel</li> <li>• Possession/sale/distribution of illegal drugs or unauthorized prescription drugs</li> <li>• Possession/concealment/use/sale/distribution of firearms or explosive devices</li> </ul>	<ul style="list-style-type: none"> <li>• Automatic conference with the parents, teachers, student, DPCIS and Principal</li> <li>• Expulsion</li> <li>• MPD</li> </ul>	<ul style="list-style-type: none"> <li>• PARENT LEVEL</li> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> </ul>

\* Subject to change based on new discipline issues developing.

### Reflection Center

The Reflection Corner is a strategy utilized by the staff when a student is in need of a brief 15-minute reflective time out. The center will give students an opportunity to think about and write about why he/she made the choice that led to time out and what he/she would do differently if the situation presents itself in the future. The written reflection will be used during an individual conference with the student and the teacher, or a member of the administration team.

### In School Suspension

In the event of having to issue an ISS, teacher will be required to prepare a suspension packet that will include appropriate academic work for up to 1-3 day. Administration will notify the teacher about the number of days needed. This packet must be completed before the suspension is cleared.

### Out of School Suspension

In the event of having to issue an out-of-school suspension teachers will be required to prepare a suspension packet that will include appropriate academic work for up to 1-3 days. Administration will notify the teacher about the number of days needed. This packet must be completed before the suspension is cleared.

## CORRECTING MISCONDUCT

Student misconduct most often is the result of inappropriate behavior. In such cases all that is necessary is for the child to understand why the behavior was inappropriate and what to do when similar situations are encountered in the future. In some situations, however, it is necessary for a student to receive punishment to reinforce the lesson they have been taught. We will be following a procedure of increasing consequences as students continue to exhibit unacceptable behavior. We will strive to make the punishment fit the action, depending on the seriousness and frequency of the misconduct. Actions taken by school staff will range from time out and restricted recess time; notes and phone calls to parents; clean up duty; reflection table during lunch; parent conferences; office referral, detention, and suspension. Teachers can make telephone calls to parents from his or her room. Teachers will be calling parents as soon as it is necessary.

Many times, we will send home a **Parent Discipline Notification** notice on brightly colored paper of misconduct to let parents know of a behavior problem. Parents are expected to sign and return the notice the following day so we will know it was received. The parent's signature does not mean that the parent approves of the child's conduct simply that the parent has seen the notice and is aware of the behavior that took place that day. If a student fails to return a discipline notice or forges the parent's signature on the form, the child may possibly face suspension.



Our ultimate goal is to instill positive values and teach our Promise Academy students appropriate positive behavior and choices for all situations. Together, we can make a difference for our children.

## HALLWAY EXPECTATIONS

Students are **NOT** permitted in the hall during class time unless they are accompanied by a staff member or peer.

## ASSEMBLIES

Students are expected to conduct themselves in an orderly and courteous manner during each program. Applause should be generous when appropriate. Whistling, stomping of feet, shouting aloud, booing, and constantly talking is inappropriate and will not be tolerated. We will respect others at all times.

## FIGHTING/BULLYING

Fighting will not be tolerated for any reason. Promise Academy is a "Fight-Free, Bully-Free School," which means everyone will work together to create an atmosphere where no fights, verbal put-downs or bullying of any kind will be tolerated. The Fight-Free, Bully-Free School mission is "To teach the youth of today, the future leaders of our nation, appropriate interpersonal behavior skills. The focus is to provide an improved school environment which will enhance the learning process and allow our children the optimum advantage to excel in their academic careers."

We want our students to choose to solve problems intelligently, instead of choosing to fight or threaten others. We must exercise every option to work out our differences and solve all problems nonviolently. At times it is difficult to tell the difference between "playing" and "fighting." Many fights start as playing. With all the violence on television and the martial arts (karate, etc.), we have what children call "play fighting." **To prevent this from occurring, we are asking students to keep their hands and feet to themselves at all times.** All too often, such play causes someone to get hurt; tempers flare and a real fight results. If a student chooses to fight he/she may be given a Home Suspension. If a student continues to get into fights and his/her behavior does not improve, that student could face being removed from Promise Academy.

## SUSPENSIONS

The principal may issue a Home Suspension when it is deemed necessary. Parents may answer a home suspension the day after it is issued but must answer within three (3) days or their child may be subject to removal from Promise Academy.

It is important to remember Promise Academy's first priority is to educate our students. If a student is suspended that student is missing invaluable instructional time. To help alleviate this problem a **STUDENT SUSPENSION PACK** will be required to be completed prior to clearing a suspension. The **STUDENT SUSPENSION PACK** will consist of a variety of skills-based work in a variety of subject areas.

If a situation is serious, or if there have been previous suspensions, the child might not be allowed to return for one or more days. If a situation is serious enough, a suspension could last up to ten (10) days.

## PARTY POLICY

As we maintain specific guidelines for a structured learning situation, we are most concerned about making learning our priority. We have set the following party policy:

- Birthday parties are allowed and will be celebrated during the scholars designated lunch time.
- We ask that you bring store-bought food items and there must be enough for every child in that classroom. **We are not allowed to serve homemade treats due to health regulations.**

You are more than welcome to join the brief celebration, or you may choose to leave the celebration items with us in the morning. You will be notified in advance of any other holiday parties that we choose to celebrate.

## **LIFE AND CULTURE FIELD TRIPS**

Promise Academy's Life and Culture field trips go above and beyond the entertainment factor. Field trips add immensely to the curriculum and provide our students with the ultimate experience of being able to apply what is taught in school to real-life situations. We ask that at least one parent/guardian commit to attending school field trips with their child to help maximize the child's learning and field experience.

We utilize approved transportation. In the event parents attend with students that require a car seat, the parent must drive their own vehicle so the child can be in the car seat and in compliance with safety laws.

We always need parents to accompany us to aid the teachers with supervision. It is asked that any parent/guardian that commits to a field trip remain with Promise Academy throughout the duration of the trip. In the event you are unable to chaperone the entire trip we ask that the school is notified **prior** to the event to ensure proper chaperone coverage will be available. If necessary we will advise additional chaperones in advance.

Students that demonstrate documented habitual behavior issues must be accompanied by a parent.

## **EMERGENCY WEATHER DISMISSAL**

Every student must have a completed Emergency Dismissal Form on file. This form is to be maintained by the classroom teacher. In the event of an early/emergency dismissal, sign out sheets will be distributed to teachers. Any person who signs out a child must be listed on the child's form. Parents of children who go to the Aftercare program or other daycare must supply and have on file an alternative means of getting home in the event of early dismissal.

## **FIRE/TORNADO/LOCKDOWN DRILLS**

Fire and tornado drills are practiced throughout the school year. Some will be announced and some may be unannounced. These drills are necessary for the safety of the students, staff and faculty. When the alarm is sounded students are to follow directions and procedures for the plan posted in each classroom. Everyone should know the specific directions for reaching a point of safety from those areas of the school building in which he/she may be. During the drills students and other personnel are expected to conduct themselves in an orderly manner.

## **MAJOR DISASTER**

Should an emergency or disaster situation arise while school is in session, the school has made preparations to respond effectively to such situations. In fact, public schools in Tennessee are built to meet stringent code specifications and they may be safer than your own home in the event of a disaster.

Should we have a major disaster during school hours, your child/children will be cared for at this school. Our school district has a detailed disaster plan which has been formulated to respond to a major catastrophe.

Your cooperation is necessary in any emergency.

1. Do not telephone the school. Telephone lines may be needed for emergency communication.
2. In the event of a serious emergency, students will be kept at school until they are picked up by an identified, responsible adult who is listed on the school emergency form that was filled out by parents at the beginning of the school year.
3. Turn your radio or television to stations that provide emergency announcements. If students are to be kept at school, radio stations will be notified or information will be relayed via the school district.
4. Impress upon your child/children the need for them to follow directions of any school personnel in times of an emergency.

Please discuss these matters with your immediate family. Planning ahead will help alleviate concerns during emergencies.

## SEARCHES

Cubbies and other storage areas, containers, and packages brought into school by students or visitors are subject to search by authorized personnel.

## WEAPONS

Felony state law prescribes a maximum penalty of six (6) years imprisonment and a fine not to exceed \$3,000 for carrying a weapon on school property.

## RINGWORM, LICE AND PINK-EYE

Ringworm occur in the best and cleanest of families. Ringworm occur in the best and cleanest of schools. If we find a child with ringworm, the child will be sent home until the child has been treated with a prescribed medication and there are not any open sores in sight. When a child is sent home with ringworm, the child must come to the office before returning to class. If open sores are found, the child will be sent home again. While ringworm are not life threatening, we must be aggressive in dealing with the problem. Notices will be sent home with the rest of the children in the class along with information from the Health Department to alert other families to be on the lookout for possible problems. We will follow the same procedures for lice and pink-eye.

## Sick Policy

If a child becomes sick at school, his/her guardians will be called to come take him/her home. For the protection of all of the children, no child who appears to be ill will be allowed to stay at school.

Prior to returning to school, after any illness or incident, a doctor's release or note from parents will be required.

The following will ALWAYS require a doctor's release:

- ☒ All childhood diseases. Example - chicken pox, measles
- ☒ All surgical procedures, including same day surgeries
- ☒ All hospitalizations

## Fever

Please keep child at home if he/she has a temperature of 100 degrees or higher. Your child may return to school after he/she is fever free for at least 24 hours. Your child cannot return to school the next day if sent home from school because of fever. **Please do not give anti-fever medicine and send your child to school.**

**Vomiting-** Please keep One (1) incident requires your child to be sent home. Your child may return to school after 24 hours of no vomiting.

**Diarrhea-** Two (2) incidents will require your child to be sent home. Your child may return after 24 hours of no diarrhea.

**Strep Throat** -Your child may return after receiving treatment of antibiotics for 24 hours. **Pneumonia-Flu-**

**viral-** Your child may return after fever free for 24 hours.

**Bacterial** -Your child may return after administering antibiotics for 24 hours.

## PROMISE ACADEMY PROVIDES A DISCRIMINATION & DRUG FREE SCHOOL

Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in all programs and activities. The primary focus is services to students. Title VI also covers employment practices.

Title IX of the Education Amendments of 1972 prohibits discrimination in educational programs or activities on the basis of sex. This applies to employment practices and to student admission, assignment and treatment. Sexual harassment is covered under Title IX as well as under Title VII of the 1964 Civil Rights Act, as amended.

Promise Academy prides itself in providing a safe and drug-free school.

## **DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability in student admission, treatment, or in access to programs and activities. Section 504 includes building accessibility. It also prohibits employment discrimination in any program or activity on the basis of disability. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardships. Accessibility to building transportation and services is mandated.

Requests, complaints or grievances concerning discrimination covered by these laws are to be submitted in writing.

Students – First level of request/compliance/grievance is to the principal of the school. If there is no resolution or if the problem/complaint is with the principal, then proceed to the Promise Academy's Executive Director.

# **ATTACHMENT C**

Student Discipline Policy

**ATTACHMENT C: Student Discipline Policy**

**Promise Academy’s Scholar Code of Conduct** is designed to maximize our scholar’s instructional time, minimize negative behavior, increase and recognize positive behavior, and empower teachers to create positive learning environments for scholars.

The Dean of Scholars and Student Support Team will consistently monitor and support teachers and scholars through the successful implementation and follow through of our PBIS.

Schoolwide we will use a fist to five number system that correlates with our values for managing behavior. Scholars will be scored each day on their effectiveness toward living our school values. When scholar’s actions reflect our values, teachers will immediately document and reward them with points to be redeemed for school-wide incentives. Teachers and administrators will consistently identify the positive behaviors that will make a difference across the entire campus and demonstrate the essence of who we say we are.

In order to create the most successful learning environment for every scholar, Promise Academy has created a clear, consistent hierarchy of consequences for any misbehaviors in the classroom.

<b>Hierarchy of Consequences for Level 1 Misbehaviors in Classroom</b>		
1 <sup>st</sup> Infraction	Class Reminder	Warning
2 <sup>nd</sup> Infraction	Individual Reminder	Individual warning
3 <sup>rd</sup> Infraction	Modification (Separate in or out of class)	Clip down
4 <sup>th</sup> Infraction	Cool Down Corner/Call Home	Log behavior, Clip down
5 <sup>th</sup> Infraction	Mandatory Conference	Dean Referral
Severe Infraction	Automatic Office Referral	Dean of Scholars

**MINOR INFRACTIONS THAT TEACHERS ARE TO HANDLE IN THEIR CLASSES**

- TALKING
- EATING AND CHEWING GUM
- DRESS CODE VIOLATIONS
- REFUSAL TO WORK
- SLEEPING IN CLASS/HEAD ON THE DESK
- FAILURE TO COMPLETE WORK
- DISRUPTIVE BEHAVIOR (Singing, beating, tapping, pencil whacking)
- THROWING PAPER
- WALKING IN CLASS WITHOUT PERMISSION
- CELL PHONES (Take up, bring to the office)
- VERBAL CONFLICT (If both are willing to resolve conflict)

**Students should begin with a clean record each day ◦ Weekly minor tracking documentation should be kept on file and turned in with report cards. ◦ An office discipline referral due to multiple minor offenses will be completed by the classroom teacher**

## **School wide Discipline Ladder**

**Step 1: After School Detention:** Parental Contact is made by an Administrator

**Step 2: After School Detention:** Parental Contact, Behavior Conference with Administrator and/or Counselor

**Step 3: In-School Detention:** Parental Conference, Administrator, Teacher, Counselor and Parent to develop Behavior Plan

**Step 4: Out of School Suspension #1 (1day):** Parental Reinstatement Conference, Review and/or Revise Behavior Plan

**Step 5: After School Detention:** Parental Contact

**Step 6: In-School Detention:** Referred to Counselor

**Step 7: Out of School Suspension #2 (2days):** Parental Reinstatement Conference, SBLC referral

**Step 8: After School Detention (2days):** Parental Contact

**Step 9: In-School Detention (2days):** Parental Contact

**Step 10: Out of School Suspension #3 (3days):** Parental Reinstatement Conference

**Step 11: Out of School Suspension #4 (4days):** Parental Conference

**Step 12: Mandatory Recommendation for Expulsion**

If a student does not receive a Referral in a twenty (20) school day period, the student will return to the previous step (only allowed once) and the plan will continue from that step.

### **Bus Discipline Ladder**

**Step 1:** Warning

**Step 2:** Parent Contact

**Step 3:** Bus Suspension (1day)

**Step 4:** Bus Suspension (2 days)

**Step 5:** Bus Suspension (3 days)

**Step 6:** Permanent Suspension off of the Bus

**Severe behavior may result in an immediate suspension off of the bus. Before a bus referral is written all documentation must accompany the referral.**

## Classroom Behavior Management Behavior/Discipline Record Student Contract

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Homeroom Teacher: \_\_\_\_\_

Behavior reports should be issued for minor behaviors only after a student has exhausted in class remedies. The supervising adult that gave the behavior report is the person responsible for getting the signed copy returned. If it is not returned after 2 days the adult that gave the behavior report should hold a phone conference. If a student does not have a working phone number then a Parental Conference form should be issued by that person giving the parent/guardian one week to attend. If a parent/guardian does not attend the conference then an administrator should give a Out of School Suspension(OSS) and the student may return with parent.

Behavior Report #	Date	Action by Homeroom Teacher or Administrator:
1		The adult writing the report should put the specifics of the behavior on the report.
2		The homeroom teacher conferences with the student and reminds him/her what will happen if he/she receives a 3rd behavior report. Date of student/teacher conference: _____
3		Homeroom teacher has a telephone conference with parent. Date of telephone conference: _____
4		Student is issued a parental conference form with the 4th behavior report. The parent has one week to come in for the conference with the teacher, parent and student. If parent does not show a OSS is issued. Date of conference: _____
5		Teacher should schedule an appointment with the SS team to set up a BIP (Behavior Intervention Plan) if behavioral related. Date with team: _____
6		A referral recommending a 1-day suspension should be written with a copy of all behavior reports, a copy of this chart and a copy of the BIP attached. A conference with parent, student, teacher and administrator should be held to discuss behavior and BIP. BIP should be revised if it is not working. Date of conference: _____
7		A phone conference by the teacher should be held the day the 7th behavior report is given out. Date of phone conference: _____
8		A phone conference should be held again. Teacher should notify parent of possible 3day suspension for next behavior report. Date of conference: _____
9		A referral recommending a 3-day suspension should be written with a copy of all behavior reports, a copy of this chart with documentation and a copy of the BIP. The administrator should arrange a conference with parent, student, teacher, administrator and social worker before the student can return. Behavior, BIP and a potential referral to the Juvenile Court System should be discussed. Date of conference: _____
10		A referral recommending a 5-day suspension is given. Administrator, parent, student and social worker will hold a conference. Social Worker refers student. Date of conference: _____
11		A parent conference request form is issued for a conference with the administrator, parent, student and social worker. Student is placed on probation for possible expulsion from school.





### Consequences for Classroom Managed Behaviors

Tier 1 behaviors are those behaviors that are insubordinate or cause minor disruptions to the academic environment but do not involve damage to school property or harm to self or others. Tier 1 behaviors result in classroom-level disciplinary responses that may be elevated to administrative response if they are not successfully abated by the teacher or the appropriate school-level committee.

Tier 1 Behaviors	Class Remind er/ Warnin g	Reteac h Behavi or	Individu al Reminde r/ Warning	Loss of Priviledge / Infraction	Ca ll ho me	Parent Confere nce	Behavi or Report	Refer to Counsel or	Refer to DOS	Detenti on	In school Suspensi on	Out of school suspensi on
Willful disobedience, uncooperative behavior, failure to participate	1	2	3	4	5	6,7	8	9	10			
Talking back, eye rolling, lip smacking, inappropriate body language, lying, cheating	1	2	3,4	5	6,7		8	9	10			
Yelling, talking out, passing notes, instigating minor disturbance/fighting												
Touching, hitting others, horseplay, tripping others, teasing												
Name calling, cursing at other students												
Throwing objects, destroying text/workbooks, writing on desk/walls												
Possession of stolen items from classroom or students( pencils, books, ect)												

Excessive noise in the classroom, hall, or building												
Running in the classroom, hall, or building												
Communication with staff and peers that is not polite, courteous, or respectful												
Behaviors that disrupt or interfere with classroom teaching and learning												
Any behavior or other conduct that is insubordinate or causes minor disruption to the academic environment but does not involve damage to school property or harm to self or others												

Tier 2 behaviors are those behaviors not specifically enumerated in any other tier that cause disruption to the academic environment, involve damage to school property, or may cause minor harm to self or others. Tier 2 behaviors result in school-based and administrative disciplinary responses.

<b>Tier 2 Behaviors</b>	<b>Class Reminder/Warning</b>	<b>Reteach Behavior</b>	<b>Individual Reminder/Warning</b>	<b>Loss of Privilege/Infraction</b>	<b>Call home</b>	<b>Parent Conference</b>	<b>Behavior Report</b>	<b>Refer to Counselor</b>	<b>Refer to DOS</b>	<b>Detention</b>	<b>In School Suspension</b>	<b>Out of school suspension</b>
Intentional misuse of school equipment/supplies/facilities (putting inappropriate stuff in urinal or toilet)												
Directing profanity or obscene/offensive gestures toward staff												

Inappropriate or disruptive physical contact between students												
Leaving classroom without permission												
Throwing objects that may cause injury or damage property												
Tantrums												
Climbing restroom stalls												
Documented pattern of persistent Tier 1 behavior												
Looking under restroom stalls												
Refusal to comply with requests												
Bodily fluids on others												

Tier 3 behaviors are those behaviors not specifically enumerated in any other tier that cause significant disruption to the academic environment or cause harm to self or others. In addition to lesser consequences, Tier 3 behaviors may result in either on-site or off-site Suspension

<b>Tier 3 Behaviors</b>	<b>Class Remind er/ Warnin g</b>	<b>Reteach Behavi or</b>	<b>Individu al Remind er/ Warnin g</b>	<b>Loss of Privilege / Infraction</b>	<b>C all ho me</b>	<b>Parent Confere nce</b>	<b>Behavi or Report</b>	<b>Refer to Counsel or</b>	<b>Refer to DOS</b>	<b>Detenti on</b>	<b>In School Suspensi on</b>	<b>Out of school suspensi on</b>
Academic dishonesty (cheating, plagiarism, etc)												
Bullying, or using humiliating, or intimidating language or behavior including Internet bullying												
Causing disruption on school properties or at any PASH-sponsored or supervised activity												
Engaging in behavior that demonstrates gang/neighborhood crew affiliation (displaying clothing or gestures associated with gangs)												
Engaging in reckless behavior that may cause harm to self or others												
Engaging in sexual acts on school premises or at school-related functions												
Pinching, Pushing, Punching												
Communicating slurs based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression,												

including derogatory sexual language												
Extortion												
Fighting where there is no injury and no weapon												
Gambling												
Forgery												
Hazing												
Inappropriate use of PASH computer or network (restricted websites, offensive emails)												
Leaving school without permission												
Possession of tools or instruments which school administrators deem could be used as weapons												
Possession or distribution of obscene or pornographic material on school premises												
Possession or use of tobacco												
Posting or distributing material or literature that is disrespectful, demeaning, humiliating, or damaging to students and/or staff. This includes posting material on internet or sending material electronically (via email or cell phone)												

1 Sale or distribution of any item without authorization												
Unauthorized possession, use, or distribution of over-the-counter medication												
Use of alcohol, marijuana, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, or drug paraphernalia												
Verbal, written, or physical threat to person or property (including intimidating postures)												
Documented pattern of persistent Tier 2 behavior												
Any behavior or other conduct not specifically enumerated in any other that causes significant disruption to the academic environment or causes harm to self or others												

Tier 4 behaviors are those behaviors not specifically enumerated in any other tier that cause disruption to the school operation, destroy school property, or cause significant harm to self or others. Tier 4 behaviors result in off-site Suspension.

<b>Tier 4 Behaviors</b>	<b>Class Reminder/Warning</b>	<b>Reteach Behavior</b>	<b>Individual Reminder/Warning</b>	<b>Loss of Privilege/Infraction</b>	<b>Call home</b>	<b>Parent Conference</b>	<b>Behavior Report</b>	<b>Refer to Counselor</b>	<b>Refer to DOS</b>	<b>Detention</b>	<b>In School Suspension</b>	<b>Out of school suspension</b>
Activating false alarm												
Acts of vandalism, destruction of property, or graffiti (tagging)												
Contaminating food												
Documented theft of school or personal property without force												
Fighting which creates substantial risk of or results in minor injury												
Inciting others to violence or disruption												
Interfering with school authorities or participating a major disruption of the school's operation												
Lewd or indecent public behavior or sexual misconduct												
Persistent harassment based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability,												



source of income or place of residence or business												
Possession of a weapon* or replica or imitation of a weapon (including water guns)												
Sexual harassment												
Retaliation for reporting harassment and sexual harassment												
Tampering with, changing, or altering an official record or document of a school												
Using an article that is not normally considered a weapon to intimidate or threaten another individual												
Documented pattern of persistent Tier 3 behavior												

Tier 5 behaviors are those behaviors that are illegal, cause significant disruption to the school operation, or cause substantial harm to self or others. Tier V behaviors result in off-site Suspension or Expulsion.

<b>Tier 5 Behaviors</b>	<b>Parent Conference</b>	<b>Behavior Report</b>	<b>Refer to Counselor</b>	<b>Refer to DOS</b>	<b>Detention</b>	<b>In School Suspension</b>	<b>Out of school suspension</b>	<b>Expulsion</b>
Arson								
Assault with a weapon								
Assault/physical attack on student or staff								
Bomb threat								

Causing serious disruption or damage to school's computer systems, electronic files, or network								
Commission or attempted commission of any act of sexual assault or sexual aggression								
Fighting which results in a serious physical injury								
Participating in group fight which has been planned, causes major disruption to school day or results in substantial bodily injury								
Possession of drug paraphernalia or controlled substance, irrespective of the amount or type								
Possession of fireworks or explosives								
Possession or distribution of alcohol								
Selling or distribution of marijuana, prescription drugs, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, controlled or drug paraphernalia								
Theft or attempted theft using force, coercion, intimidation or Threat of violence								
Use, possession, or bringing to school a loaded or unloaded firearm								
Vandalism/destruction of property over \$500								
Any other intentional use of violence, force, coercion, Threats, intimidation, or other comparable conduct which causes or attempts to cause severe physical injury, substantial disruption, or obstruction of any lawful mission, process, or function of Promise Academy								
Use, threatened use, or transfer of any weapon								
Using an article that is not normally considered a weapon to injure another individual								

## Consequences for Schoolwide Behaviors

### Smith Hall Infractions

Behaviors	Reminder/ Warning	Individual Reminder/ Warning	Recess Detention	Call home	Parent Conference	Behavior Contract	Refer to Counselor	Refer to DOS	Detention	In School Suspension	Out of school suspension
Cutting in line											
Disrespect towards cafeteria employees											
Disruption at Recess Detention table											
Inappropriate noise level											
Leaving without permission											
Not at assigned table											
Throwing food											

### Bus and Bus Stop Infractions

Behaviors	Reminder/ Warning	Individual Reminder/ Warning	Recess Detention	Call home	Parent Conference	Behavior Contract	Refer to Counselor	Refer to DOS	Detention	In School Suspension	Out of school suspension
Distracting Driver											

Throwing Objects out of or in bus											
Not staying in seat											
Fighting											
Inappropriate language											
Destroying property											
Inappropriate touching											

# **ATTACHMENT D**

Enrollment Policy



### **Enrollment Process will be as follows:**

- ✓ PASH will enroll students in attendance from the previous school year.
- ✓ PASH may enroll students of a teacher, or member of the governing body, not exceeding 10% of total enrollment of 25 students.

### **If PASH exceeds the number of applications, students will be randomly selected by lottery in the following order:**

1. Students that enrolled in a pre-K program operated by PASH.
2. Students enrolled in a charter school that has an articulation agreement with the enrolling public charter school.
3. Siblings of students already enrolled in the public charter school.
4. Students from groups set forth in T.C.A. 49-13-106(b)(1)(C) if the public charter school has been approved with the focus of serving such students.
5. Students residing within the LEA service area in which the public charter school is located who were enrolled in another public school during the previous school year
6. Students residing outside the LEA service area in which the public charter school is located and who were attending a public school during the previous school year.



**Pre-Kindergarten Application  
Master File Checklist**

**Child's Name:**

**SSN:**

**Sex:**  M  F

**Site Name:**

**D.O.B.**

**Required Screenings Documents**

<input type="checkbox"/>	CERTIFIED COPY OF BIRTH CERTIFICATE
<input type="checkbox"/>	COPY OF SOCIAL SECURITY CARD
<input type="checkbox"/>	TENNESSEE DEPARTMENT OF HEALTH CERTIFICATE OF IMMUNIZATION
<input type="checkbox"/>	CURRENT PHYSICAL (WITHIN 12 MONTHS) (TENNESSEE)
<input type="checkbox"/>	2 DOCUMENTS FOR PROOF OF RESIDENCE
<input type="checkbox"/>	COPY OF IEP (IF APPLICABLE)
<input type="checkbox"/>	TANF / SSI ELIGIBILITY LETTER (IF APPLICABLE)
<input type="checkbox"/>	PROOF OF INCOME FOR ALL MEMBERS OF THE FAMILY/HOUSEHOLD
<input type="checkbox"/>	APPLICATION TO DETERMINE INCOME ELIGIBILITY (IF APPLICABLE)
<input type="checkbox"/>	LIST OF EMERGENCY CONTACTS; NAME, ADDRESS, AND PHONE NUMBERS OF THE CHILD'S DOCTOR/DENTIST
<input type="checkbox"/>	PROOF OF INSURANCE
<input type="checkbox"/>	PROOF OF PARENT/GUARDIAN'S IDENTIFICATION
<input type="checkbox"/>	BRIGANCE SCORES
<input type="checkbox"/>	PARENT CONSENT
<input type="checkbox"/>	APPLICATION
<input type="checkbox"/>	MIGRANT EDUCATION PROGRAM

**Family Service Worker/Date Reviewed:** \_\_\_\_\_

**Pre-K Site Manager/Date Reviewed:** \_\_\_\_\_

**Family Services Specialist/Date Reviewed:** \_\_\_\_\_

**Vice President of ECS\*\*/Date Reviewed:** \_\_\_\_\_



## ***Pre-Kindergarten***

### ***Compliance Checklist***

**Child's Name:** \_\_\_\_\_ **SSN:** \_\_\_\_\_ **Sex: M F**

**Site Name:** \_\_\_\_\_ **D.O.B.** \_\_\_\_\_

1. **Family Member Information – Form I** \_\_\_\_\_
2. **Enrollment Information/ Health Information- Form II** \_\_\_\_\_
3. **Child Health Record/ Health History** \_\_\_\_\_
4. **Nutrition History** \_\_\_\_\_
5. **Eligibility Criteria Point System** \_\_\_\_\_
6. **Income Verification Form** \_\_\_\_\_
7. **Permission Forms (screenings, etc.)** \_\_\_\_\_
8. **USDA (CACFP) Addendum** \_\_\_\_\_
9. **TDOE Migrant Education Program Occupational Survey** \_\_\_\_\_





### Pre-Kindergarten Program Application

One application per child. Only use black or blue ink when completing this application

\* Only parent/legal guardian may submit the application.

Are you the child's legal guardian?  Yes

No\*

#### Child's Information:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Gender  Male  Female

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_\_

Child's Social Security Number: \_\_\_\_\_

Provide the following:  Social Security Card  Certified Birth Certificate (Mother's copy not accepted)

*(For informational use only)*

Is this child Hispanic/Latino?  Yes  No Race (choose one or more):  Caucasian  Black/African American  Asian  Native American  Pacific Islander  Multiracial  Other: \_\_\_\_\_

Child's Primary Language:  English  Spanish  Chinese  Arabic  Polish  Urdu  Other: \_\_\_\_\_

Has your child received Early Intervention Services in the home or a center?  Yes  No

Has your child been evaluated or in the process of being evaluated for special education services?  Yes  No

Does your child have an Individualized Education Plan(IEP)?  Yes  No (If yes, please provide a copy.)

OT (Occupational Therapy)  PT (Physical Therapy)  Speech  Developmental  Behavioral

Medicaid Eligibility  Medicaid Number \_\_\_\_\_ Primary Health Coverage  Insurance Number \_\_\_\_\_  No Insurance

Medicaid Eligibility Code: O-On Medicaid (Tenn Care, Cover Tenn, etc.) N- Not Eligible

Primary Health Coverage: M-Medicaid P-Private

Doctor Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Dentist Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

#### 1<sup>st</sup> Parent/Guardian Information:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Gender:  Male  Female

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_\_ E-mail: \_\_\_\_\_@\_\_\_\_\_.

Home Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_ Cell Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

Work Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

*(For informational use only)*

Are you Hispanic/Latino?  Yes  No Race (choose one or more):  Caucasian  Black/African American  Asian  Native American  Pacific Islander  Multiracial  Other: \_\_\_\_\_

Highest Education Level:  No High School Diploma  High School Graduate  GED  Highest Grade Completed



\_\_\_Some College \_\_\_Associate Degree \_\_\_Bachelor's Degree \_\_\_Advanced Degree

**Home Address:** \_\_\_\_\_ **Apt#:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_ Check here if this is a shelter or temporary living situation \_\_\_ Homeless family

**Is the mailing address different from the home address?** \_\_\_ Yes \_\_\_ No

**Mailing Address (if different from home address):** \_\_\_\_\_

**Residency Documentation** (provide two of the following): \_\_\_ Utility Bill \_\_\_ Telephone Bill \_\_\_ Cable Bill \_\_\_ Rental Agreement/Mortgage Statement \_\_\_ Shelter Placement Letter \_\_\_ Other

**2<sup>nd</sup> Parent/Guardian Information:**

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **Gender:** \_\_\_ Male \_\_\_ Female

**Date of Birth:** \_\_\_/\_\_\_/\_\_\_\_ **E-mail:** \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_

**Home Phone:** (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_ **Cell Phone:** (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

**Work Phone :**(\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

*(For informational use only)*

**Are you Hispanic/Latino?** \_\_\_ Yes \_\_\_ No **Race (choose one or more):** \_\_\_Caucasian \_\_\_Black/African American \_\_\_Asian \_\_\_Native American \_\_\_Pacific Islander \_\_\_ Multiracial \_\_\_Other: \_\_\_\_\_

**Highest Education Level:** \_\_\_No High School Diploma \_\_\_High School Graduate \_\_\_GED \_\_\_Highest Grade Completed \_\_\_Some College \_\_\_Associate Degree \_\_\_Bachelor's Degree \_\_\_Advanced Degree

**Home Address:** \_\_\_\_\_ **Apt#:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_ Check here if this is a shelter or temporary living situation \_\_\_ Homeless family

**Is the mailing address different from the home address?** \_\_\_ Yes \_\_\_ No

**Mailing Address (if different from home address):** \_\_\_\_\_

**Residency Documentation** (provide two of the following): \_\_\_ Utility Bill \_\_\_ Telephone Bill \_\_\_ Cable Bill \_\_\_ Rental Agreement/Mortgage Statement \_\_\_ Shelter Placement Letter \_\_\_ Other

*(For informational use only)*

**Number in Family:** \_\_\_\_\_ **Number in Household:** \_\_\_\_\_

**Family Status:** \_\_\_ One Parent Home \_\_\_ Two Parent Home \_\_\_ Foster Home

**Parent #1 Employment Status:** Employed \_\_\_ Full or \_\_\_ Part-Time \_\_\_ Unemployed \_\_\_ Training/School

**Parent #2 Employment Status:** Employed \_\_\_ Full or \_\_\_ Part-Time \_\_\_ Unemployed \_\_\_ Training/School

**Are the child's parent(s) or guardian an employee of SCS, ASD or Porter-Leath?** \_\_\_ Yes \_\_\_ No

**If so, what is the work location and job title?** \_\_\_\_\_ Location \_\_\_\_\_ Job Title

**\*\*Final approval must be given by the Vice President of Early Childhood Services of Porter-Leath\*\*.**

**Additional family members: (Add additional family members on a separate sheet.)**

**Child 2:** \_\_\_\_\_ **D.O.B:** \_\_\_\_\_ **Male** \_\_\_ **Female** \_\_\_\_\_

**Child 3:** \_\_\_\_\_ **D.O.B:** \_\_\_\_\_ **Male** \_\_\_ **Female** \_\_\_\_\_



Child 4: \_\_\_\_\_ D.O.B: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Are you receiving TANF? \_\_\_ Yes, (provide TANF#) \_\_\_\_\_ No \_\_\_ Are you receiving WIC? \_\_\_ Yes \_\_\_ No

Are you receiving Supplemental Security Income (SSI)? \_\_\_ Yes \_\_\_ No Are you receiving SNAP? \_\_\_ Yes \_\_\_ No

Total Monthly Income: \$ \_\_\_\_\_ Total Gross Annual Income: \$ \_\_\_\_\_

**Income Documentation (provide at least one of the following):**

\_\_\_ Current Paystub \_\_\_ W2-1040 Tax Form \_\_\_ Social Security Income Letter \_\_\_ TANF/SSI Eligibility Letter

\_\_\_ Unemployment Stub/Letter \_\_\_ Self-Employment Tax Statement \_\_\_ Official Child Support Letter

\_\_\_ Income Verification Letter from Employer \_\_\_ Workers' Compensation Letter \_\_\_\_\_ Other

**Early Childhood Program Request:**

Choice	School Name
<b>Zoned / Zip Code School:</b>	

Shelby County Schools reserve the right to assign students to an available slot when applicable.

**Emergency Contacts**

Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_ Emergency Contact? \_\_\_ Release Child To? \_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_ Emergency Contact? \_\_\_ Release Child To? \_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_ Emergency Contact? \_\_\_ Release Child To? \_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

I have accepted this application and verified the necessary accompanying documents have been submitted. I certify that all of the above information is true and correct. Any deliberate misrepresentation of the information will result in the child being immediately withdrawn from the program. The application process was completed by the method of an interview with parent/guardian and program staff. By signing this application, you are expected to participate in required programmatic, family and parent related activities.

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Health History Form

**Child's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

Pregnancy/Birth History	Y	N	N/A	Explain "Yes" Answers
-------------------------	---	---	-----	-----------------------

Did mother have any health problem during pregnancy or during birth?				
Did the mother visit a physician fewer than two times during pregnancy?				
Was the child born outside of a hospital?				
Was anything wrong with the child at birth?				
Did the child or mother stay in the hospital for medical reasons longer than usual?				
Is the mother pregnant now?				

Hospitalization/Illness	Y	N	N/A	Explain "Yes" Answers
-------------------------	---	---	-----	-----------------------

Has the child ever been hospitalized or operated on?				
Has the child ever had a serious accident (broken bones, Head injuries, falls, burns, poisoning, etc.)				
Has the child ever had a serious illness?				

Health Problems	Y	N	N/A	Explain "Yes" Answers
-----------------	---	---	-----	-----------------------

Does the child have frequent? ___sore throat ___cough ___ear infections ___trouble urinating ___stomach pains ___vomiting ___diarrhea				
Does the child have difficulty seeing? Does child wear glasses?				
Does the child have difficulty hearing?				
Has the child ever had a convulsion or seizure?				If yes, when did it happen? _____ Medicine: _____
Is the child taking any other medications?				Medicine: _____
Has the child had: ___boils ___chicken pox ___eczema ___measles ___mumps ___whooping cough ___hives ___asthma ___diabetes ___sickle cell disease/trait ___epilepsy ___hives ___polio ___allergies ___Other				
Are there any conditions that we haven't talked about that would interfere in the child's daily activities?				

Physical, Psychological, and Social Development	Y	N	N/A	Explain "Yes" Answers
---	---	---	-----	-----------------------

Can you tell me one or two things that your child does well?				
Does your child take a nap? How long? _____				

Does your child sleep less than 8 hours a night or have trouble sleeping?			
Is your child potty trained?			
How does your child act with children his/her own age?			

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

Physical, Psychological, and Social Development	Y	N	N/A	Explain "Yes" Answers
How does your child act when playing with a group of other children?				
Does your child worry a lot or is he/she afraid of anything?				
Does the child have any difficulties letting you know what he/she wants to do? Do you have trouble understanding your child?				
Children sometimes get cranky or cry when they're tired, hungry, sick, etc. Does your child get cranky or cry at other times and you can't figure out why?				
Have there been any changes in your child's life in the last six months?				
Are you or your family having any problems that may affect your child's learning capabilities?				

Children learn to do things at different ages. As best as you can remember, would you say that your child began to:

Activity	Not yet	Earlier than expected	As expected	Later than expected	Age
a. sit up without help					
b. crawl					
c. walk					
d. talk					
e. feed self					
f. dress self					
g. learn to use toilet					
h. respond to directions					
i. play with toys					
j. use crayons					
k. understand what is said to him/her					

Parent/Guardian Signature: \_\_\_\_\_

Date:

Staff Signature: \_\_\_\_\_

Date:



Follow-up required \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Nutrition Form

Child's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Last

First

Middle

1. What food does your child like? \_\_\_\_\_

2. What food does your child dislike? \_\_\_\_\_

3. Does your child take vitamins? \_\_\_\_Yes\_\_\_\_ No

4. Are there any foods your child should not eat? \_\_\_\_Yes \_\_\_\_No 4a. Is your child on a special diet? \_\_\_\_Yes \_\_\_\_No

If yes, is it for \_\_\_\_Medical \_\_\_\_Cultural preference (If yes, complete Special Diet Form)

Please explain: \_\_\_\_\_

5. Does your child take a bottle? \_\_\_\_Yes \_\_\_\_No 5a. Does your child have trouble chewing or swallowing? \_\_\_\_Yes \_\_\_\_No

6. Has there been a drastic change in your child's appetite in the last month? \_\_\_\_Yes \_\_\_\_No

Please explain: \_\_\_\_\_

7. How often does your child eat a food from each of the following food groups listed below:

Food Groups	Number of times a week (Circle One)								
Milk, Cheese, Yogurt	0	1	2	3	4	5	6	7	
Meat, Poultry, Fish, Eggs, Dried Beans, Peas, Peanut Butter	0	1	2	3	4	5	6	7	
Bread, Cereal, Pasta, Rice, Grits, Tortillas	0	1	2	3	4	5	6	7	
Greens, Carrots, Broccoli, Squash, Pumpkins, Sweet Potatoes	0	1	2	3	4	5	6	7	
Oranges, Grapefruits, Tomatoes, Citrus Fruit Juices	0	1	2	3	4	5	6	7	

Oil, Butter, Margarine, Lard	0	1	2	3	4	5	6	7
Cakes, Cookies, Candy, Chips, Sodas	0	1	2	3	4	5	6	7

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Pre-Kindergarten Program

**Eligibility Criteria Point System**      **Total Points:** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_

**D.O.B:** \_\_\_\_\_

#### Age-Select One

Possible Points	Criteria	Points
100	4 years old/Transitioning from EHS	

#### Income-Select One

Possible Points	Criteria	Points
250	TANF/SSI/Homeless (circle one)	
175	100-75% below poverty guidelines	
150	74-50% below poverty guidelines	
125	49-25% below poverty guidelines	
100	0-24% below poverty guidelines	
90	101-130% over poverty guidelines	
80	131-200% over guidelines	

#### Disability-Select One

Possible Points	Criteria	Points
100	Diagnosed/IEP/IFSP	
50	Certification Letter	

#### Parental Status-Select One

Possible Points	Criteria	Points
250	Foster Parent	
90	Legal/Guardian (Grandparent, relative, etc.)	
80	One Parent	
70	Two Parents	

#### Educational Screening- Select One

Possible Points	Criteria	Points
100	75-Below	
50	76 and Above	

#### Other Factors-Select One

Possible Points	Criteria	Points
150	Combination of two or more	
100	Homeless, Protective Service, Substance Abuse	
95	Sibling of an enrolled child	
90	Zoned to school for Kindergarten	
85	Teen Parent/Guardian under 18	



80	Incarcerated Parent
75	At least one parent without a GED
70	At least one parent enrolled in school
65	Military Parents (Deployed)/Deceased Military Parents

Signature of Employee: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Pre-Kindergarten Program Income Verification Form

1. Child's name: \_\_\_\_\_

2. Child's date of birth: \_\_\_\_\_

3. Check the applicable category of eligibility for this child:

- Income (check box that applies):
- Below federal poverty guidelines
- Between 100-130% of federal poverty guidelines (no more than 35% of enrolled children may fall into this category)
- Between 131-200% of federal poverty guidelines (VPK/PDG/County Commission grants only)
- Over- Income
- Public assistance
- SSI
- Homeless
- Foster Care

4. What documentation was used to determine eligibility?

<input type="checkbox"/> Income Tax Form 1040	<input type="checkbox"/> Written statements from employers
<input type="checkbox"/> W-2	<input type="checkbox"/> Foster care reimbursement
<input type="checkbox"/> TANF documentation	<input type="checkbox"/> SSI documentation
<input type="checkbox"/> Pay stub or pay envelopes	<input type="checkbox"/> Other



<input type="checkbox"/> Unemployment	If Other, please explain: _____
---------------------------------------	---------------------------------

Documentation of no income: \_\_\_\_\_

Print staff name: \_\_\_\_\_ Date of eligibility verification: \_\_\_\_\_

Staff signature: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor's signature: \_\_\_\_\_ Title: \_\_\_\_\_

### PERMISSION FOR HEALTH SCREENING AND RELEASE OF INFORMATION

To provide the best possible for care for your child, Achievement Schools will conduct the following screenings, exams, and evaluations in the areas of:

#### HEALTH

- Dental
- Vision
- Height/Weight
- Lead
- Other screenings/evaluation/treatment to determine child's physical and nutritional health

#### DEVELOPMENTAL

- Speech (Speech/Language)
- Hearing
- Motor Skills (fine and/or gross motor skills such as the use of the child's legs, arms, hands, and fingers.)
- Disabilities
- Developmental Skills
- Mental Health

The screening results will remain confidential. In cases where additional evaluations and/or treatment is recommended, the parent or guardian will be notified before any services are provided, and you will receive a copy of the results. The Pre-Kindergarten Program will keep a copy and maintain the information in the child's master file for review.

***It may become necessary to discuss or to exchange the results with the child's health provider. By signing this form, you are granting permission/consent to the agency to conduct or coordinate all necessary screening, exams, and evaluations on the items listed above which have been mandated by state, local, and federal guidelines in the Pre-Kindergarten Program.***

\_\_\_\_\_



\_\_\_\_\_  
 Child's Name Date of Birth Gender

\_\_\_\_\_  
 Child's Social Security Number

\_\_\_\_\_  
 Parent/Guardian Signature Date

\_\_\_\_\_  
 Staff Signature Date

**ADDENDUM TO ENROLLMENT FORM CHILD CARE**

NAME OF CHILD CARE FACILITY:

\_\_\_\_\_

**Instructions: This addendum may be used to meet the enrollment data requirements of the Child and Adult Care Food Program as mandated by the Interim Rule issued on September 1, 2004, by the U. S. Department of Agriculture. The addendum will be valid for one calendar year following the date of the parent or guardian's signature.**

Participant Name:

\_\_\_\_\_  
 Initial Last First Middle

Normal Days of Care (Circle as Appropriate):

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Normal Hours of Care during School Year: \_\_\_\_\_ to \_\_\_\_\_

Normal Hours of Care during the summer: \_\_\_\_\_ to \_\_\_\_\_

Meals to be Received (Circle as Appropriate):

Breakfast AM Supplement Lunch PM Supplement Supper Evening  
 Supplement



Parent/Guardian Name:

---

	Last	First	Middle
Initial			

Parent/Guardian Daytime Telephone Number: Area Code: (\_\_\_\_) Number: \_\_\_\_\_

---

---

Signature of Parent/Guardian

Date

## **ATTACHMENT E**

Letters of Support/MOUs/Contracts from the Community

Tennessee Public Charter Schools Commission  
500 James Robertson Parkway, 5<sup>th</sup> Floor Davy Crockett Tower  
Nashville, TN 37243

November 10, 2022

RE: Letter of Support

On behalf of Boys & Girls Clubs of Greater Memphis, I am pleased to align our organizational support behind the Promise Academy application to the TN Public Charter Schools Commission. Our organization shares the vision for this Promise Academy application. We are united in the belief that children do better, both in and out of school, when they are safe and healthy, when their parents have the skills and resources to support their development, and when they are supported, encouraged, and challenged at school.

Boys & Girls Clubs of Greater Memphis operates after school and summer programs for Promise Academy, including but not limited to providing age and grade appropriate supplemental educational courses as well as enrichment, athletic programs and social activities.

I strongly support this application.

Sincerely,



Keith Blanchard  
President & CEO  
Boys & Girls Clubs of Greater Memphis



**BOYS & GIRLS CLUBS**  
OF GREATER MEMPHIS

**Central Office:**  
44 South Rembert St  
Memphis, TN 38104  
O 901.278.2947 | F 901.274.5460  
www.bgcm.org

**Officers:**  
**Keith Blanchard, President & CEO**  
Mike Keeney, Chair  
Tammy LoCascio, Treasurer  
Michael Garriga, Secretary

**Central Board of Directors:**  
Ben C. Adams, Jr.\*  
Al Bright  
Shannon Brown  
William Cochran, Sr.\*  
J. Dabney Collier, III.  
Caroline Doherty  
Chance Dye  
Willie Gregory  
Ruby Hancock  
Florence Jones  
Frank Lamanna, Jr.\*  
Albert J. Martin  
Johnny B. Moore, Jr.  
Ronald T. Solberg  
David P. Sorsby  
Phillip Stevenson  
Erin M. Stone  
Dr. Bianca Sweeten  
Paulo L. Teixeira \*  
Anne Wulff \*

\*denotes past Board Chair



United Way  
of the Mid-South



**Bernal Smith Boys & Girls Club** | 4299 Ross Rd, Memphis, TN 38141 | 901.542.9604  
**Booker T Washington Middle School** | 715 S. Lauderdale St, Memphis, TN 38126 | 901.416.7240  
**Craigmont High School** | 3333 Covington Pike, Memphis, TN 38128 | 901.416.4312  
**Hamilton High School** | 1363 E. Person Ave, Memphis, TN 38106 | 901.416.7838  
**Ira Samelson Jr. Boys & Girls Club** | 894 Isabelle St, Memphis, TN 38122 | 901.324.5763  
**John Dustin Buckman Boys & Girls Club** | 1100 Vollintine Ave, Memphis, TN 38107 | 901.527.7994  
**Manassas High School** | 1111 N Manassas St, Memphis, TN 38107 | 901.416.3244

**Melrose High School** | 2870 Deadrick Ave, Memphis, TN 38114 | 901.416.5974  
**Oakhaven Boys & Girls Club** | 3900 Tchulahoma Rd, Memphis, TN 38118 | 901.249.5724  
**Oakhaven High School** | 3125 Ladbroke Rd, Memphis, TN 38118 | 901.416.2300  
**Porter Goodwill Boys & Girls Club** | 1037 Cummings St, Memphis, TN 38106 | 901.416.7810  
**Promise Academy Spring Hill** | 3796 Frayser Raleigh Rd, Memphis, TN 38128 | 901.324.4456  
**Promise Academy Hollywood** | 1346 Bryan Street - Memphis, TN 38108 | 901.324.4456  
**Raleigh Egypt High School** | 3970 Voltaire Ave, Memphis, TN 38128 | 901.416.4108

**Sheffield High School** | 4315 Sheffield Ave, Memphis, TN 38118 | 901.416.2370  
**Sycamore View Boys & Girls Club** | 1910 Sycamore View Rd, Memphis, TN 38134 | 901.388.2087  
**Trezevant High School** | 3350 N Trezevant St, Memphis, TN 38127 | 901.416.3760  
**Westwood High School** | 4480 Westmont Rd, Memphis, TN 38109 | 901.416.8000  
**Wooddale High School** | 5151 Scottsdale Ave, Memphis, TN 38118 | 901.416.2440  
**Juice Plus+ Technical Training Center** | 903 Walker Avenue - Memphis, TN 38106 | 901.774.3074  
**Camp Phoenix** | 1826 Ed Pratcher Rd, Como, MS 38619 | 662-526-5970



## **SCHOOL PARTNERSHIP VERIFICATION**

To Whom It May Concern

This letter is to certify the partnership between Promise Academy - Spring Hill and For the Kingdom (further referred to as FTK). This partnership shall include, but not limited to:

For the Kingdom SHALL:

- Assist in registering students for Feed The Block
- Feed The Block will service teams and clubs
- Extend priority booking of FTK spaces. Staff/Services not included
- Inform school of FTK and community events, service opportunities, available resources, and volunteer opportunities.
- Hold regular meetings with school leadership
- Send staff to visit schools on a monthly basis
- Students have access to FTK after school space on campus
- FTK will work with leadership to care for school gardens
- FTK staff will commit to attending some school events/games/concerts/etc.
- Inform school of FTK Sport initiatives

Promise Academy - Spring Hill SHALL:

- Designate a FACE staff person to coordinate all terms of this MOU
- Promote For The Kingdom outreach initiatives, i.e, Feed the Block, LEAD Academy, After Care, etc to students and families
- Communicate Athletic Director, Coaches, and Club Leaders to FTK
- Coordinate School Service Days (campus/ community clean up)
- Promote FTK community events, service opportunities, available resources, and volunteer opportunities
- Attend regular meeting with FTK leadership
- Allow For The Kingdom access to the school, rooms, and students as requested
- Have representation at FTK's community initiatives, service projects, events, etc
- Communicate schedule of school events to FTK
- Working on FTK room/space on campus

A handwritten signature in black ink, appearing to be the initials 'JB' or similar, located in the bottom right corner of the page.



## SCHOOL PARTNERSHIP VERIFICATION

By signing below, we here at For the Kingdom, acknowledge the agreement between FTK and Promise Academy - Spring Hill for the 2022-2023 school year as well as the 2023-2024 school year.

Here to Serve,

A handwritten signature in black ink, appearing to read 'Jennifer Bates', is written over a horizontal line.

Jennifer Bates  
Chief Administrative Officer  
901.878.9722  
[jbates@ftkmemphis.com](mailto:jbates@ftkmemphis.com)  
[www.ftkmemphis.org](http://www.ftkmemphis.org)  
4100 Raleigh Millington Rd  
Memphis, TN 38128

11.10.2022  
Date

Handwritten initials 'JB' in black ink, located in the bottom right corner of the page.

# Better Children. Better Families.

November 11, 2022

Patrick Washington, Ed.D.  
Executive Director  
Promise Academy Charter Schools  
1346 Bryan St.  
Memphis, TN 38108

Dear Dr. Washington:

On behalf of Porter-Leath's Early Childhood Department, I am writing to express our support for Promise Academy to transition from the Achievement School District to the TN Charter Schools Commission. Porter-Leath has been in partnership with Promise Academy for more than 5 years with the ultimate goal of providing high quality Pre-K services to 3 and 4 year olds zoned to Promise Academy schools. This partnership began with only one classroom and has grown to increase the number of children served from 20 to 76 children. This growth has come as a result of successful student and family outcomes, a strong collaborative partnership between Promise Academy and Porter-Leath Administrators, and a shared goal of ensuring that students are prepared for Kindergarten.

Dr. Washington and the Board of Promise Academy are valued partners with an aligned mission of preparing the whole child to succeed academically, physically, socially and emotionally. We have admired and appreciated their dedication to their school community and advocating for new programming that resulted in the opening of a special education program to serve 3 and 4 year old children with diagnosed disabilities. This commitment is paramount to a strong and successful partnership which has been valued by our team for many years.

Porter-Leath looks forward to our continued partnership with Promise Academy as well as this exciting opportunity coming to fruition so that we can expand our mutual impact of providing quality early childhood experiences for students in our community. If there are questions or additional information needed regarding our partnership, please don't hesitate to contact me at: (901) 577-2500 ext. 1150

Sincerely,

  
Karen Y. Harrell, MSSW  
Sr. Vice President of Early Childhood Services

**PORTER-LEATH**

3400 Prescott Road / MEMPHIS, TN 38118 / ph: 901.577.2500 / fx: 901.577.2506 / [www.porterleath.org](http://www.porterleath.org)  
a United Way of the Mid-South partner agency / accredited by COA and NAEYC





November 12, 2022

**RE: Support Charter School Authorization of Promise Academy Springhill**

To whom it may concern:

On behalf of the students, parents, educators, volunteers, and community stakeholders that make up the Promise Academy Springhill family, I call for your support of serious consideration to approve their charter school application with the TN. Charter School Commission.

It is an honor to write this letter of support as we, Children In Harmony, Inc. (CIH) have collaborated and worked with Promise Academy Springhill staff since 2014 delivering academic and enrichment support through our fine arts program offering music, dance, taekwondo, mindfulness (yoga) classes just to name a few.

The mission and vision of Promise Academy Springhill to challenge its students to reach their highest potential through quality work preparing them to excel in the nation's most rigorous middle and high school academic programs is noteworthy. All elementary students in this community deserve such an opportunity to be exposed to an atmosphere of diversity and respect for self and others.

I have witnessed the relentless commitment of the Leadership and staff of Promise Academy Springhill and worked closely alongside them to help students achieve academic excellence in a safe and inclusive environment of all students regardless of race, color, national and ethnic origin.

For all these reasons, I, Damien White, Founder and CEO of Children In Harmony, strongly support and urge you to approve the charter school application of Promise Academy Springhill.

Sincerely,

*Damien White*

**DWCH LLC**

**Children in Harmony**

[www.childreninharmony.org](http://www.childreninharmony.org)

901-334-7706



**Diverse Learners Cooperative Agreement**

Promise Academy Schools

September 2022

# Individual Services Agreement

Diverse Learners Cooperative and Promise Academy Schools

## I. The Parties

1. Diverse Learners Cooperative ("Company"), a nonprofit organization that provides educational support services to schools, whose principal place of business is at 8011 Brooks Chapel Road, Unit 3083, Brentwood, TN 37027.
2. Promise Academy Schools ("Client"), a K-5 charter network in Memphis, TN.

## II. The Term

August 2022 - May 2023

## III. Services

The Client engages the Company to, during the term of this Consulting Agreement, provide coaching services ("the Services") as requested by the client and outlined in the attached Statement of Work, which is hereby incorporated by reference into this agreement. These services will be completed prior to the completion of the term of this contract.

## IV. Financial Arrangements

Compensation: Total compensation for the completion of the deliverables outlined will not exceed: \$11,000.

Payment Schedule:

The Client will remit payment to Company for the invoiced amount within thirty (30) days of invoice submission by Company.

The Company will submit an invoice for Services upon the following schedule:

1. Nov 1, 2022: \$19,500 (100%)

## V. Termination

*Termination without Cause:*

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing fourteen (14) days prior written notice to the other party.

*Termination with Cause:*

Either party may terminate this Agreement if the other party is in breach of any material provision, term, representation, or warranty under this Agreement. Thus, Client may terminate this Agreement if Company fails to deliver the requested Services or any related work product in a timely manner and to the degree of quality expected. For any termination with cause, the party seeking termination shall notify the breaching party in writing stating with appropriate specificity the grounds for such termination. If the termination shall not take effect and the Agreement shall remain in effect. During any such cure period, any payments due to the breaching party shall be held in abeyance until resolution of the breach and shall be promptly paid upon satisfactory resolution. The breaching party shall remain liable to the non-breaching party for any damages sustained as a result of any such breach.

*Obligation in the Event of Termination:*

Upon termination for any reason, all documents, whether finished or unfinished, and all data, intermediate products, studies, and reports assembled or prepared by Company under the Agreement shall become property of the Client, and Company shall deliver all such materials to Client immediately. The Client shall compensate Company for the value of all unpaid Services that have been satisfactorily performed and any reimbursable expenses properly incurred and documented by Company prior to the effective date of termination. The Company shall submit a final invoice to the Client within sixty (60) days after termination date.

VI. Confidentiality

The parties acknowledge that under this Agreement each party will likely receive or be privy to Confidential Information belonging to the other party or other clients participating in Company services. The parties agree that they will not disclose any Confidential Information without prior written consent from the owner of the Confidential Information.

VII. Public Records

The Client acknowledges that some, or all, of the materials, documents, and correspondence it creates, develops, produces, or shares with Company may be subject to Public Records Act requests, inspection, and copying. The Client acknowledges that Company cannot guarantee the anonymity of Client's officials or employees as it relates to public records.

VIII. Subcontracting

The Company may use subcontractors to perform the Services required hereunder without the prior written consent of the Client.

IX. No Soliciting

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations. The Client agrees not to approach full-time employees of the Company. The Company agrees not to approach full-time employees of the Client.

X. Principal Contacts

*Diverse Learners Cooperative Contact, including contracting + financial contact*

Brooke Allen

Diverse Learners Cooperative

[brooke@diverselearnerscoop.com](mailto:brooke@diverselearnerscoop.com)

*Promise Academy Schools Contact*

Dr. Patrick Washington


Promise Academy

[pWASHINGTON@promiseacademy.com](mailto:pWASHINGTON@promiseacademy.com)

XI. Amendments

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing mutually by both parties.

**Promise Academy Schools**



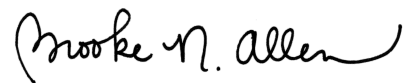
-----

By: Dr. Patrick Washington

Title: Founder & CEO

Date: 10/18/2022

**Diverse Learners Cooperative**



By: Brooke Allen

Title: Founding Director

Date: September 28, 2022

# Promise Academy + Diverse Learners Cooperative

Scope of Work, 2022 - 2023

## CONTEXT

Promise Academy Network wants to continue its work of building strong systems of tiered interventions that are both compliant and, most importantly, accelerate student growth at all levels (Tier 1, Tier 2, Tier 3). During the 21-22 school year, DLC partnered with Promise Spring Hill and Promise Hollywood to access coaching, resources, and ongoing support to build and improve current RTI systems. By the end of the year, the DLC and Promise leaders collaboratively developed a complete RTI Reading Framework. Each school's RTI leader wants to continue to collaborate and build capacity around RTI data. Promise's network leader sees opportunity to improve on the seamlessness of intervention systems across the network, increasing student access to the right intervention at the right time for the maximum growth.

## AIM

Through this partnership, we believe that Promise Academy team leaders will develop the capacity to support their teams in the implementation of high-leverage, high-fidelity intervention practices. In doing so, learners will access higher quality educational opportunities that help them grow toward grade level expectations.

STRUCTURE	DESCRIPTION	ESTIMATED EFFORT
RTI Programming Support	<p>Provide monthly support for RTI system development and implementation, to include:</p> <ul style="list-style-type: none"><li>- <b>Monthly</b> site-visit with <b>each</b> PASH and Hollywood campus leaders to include: intervention or coaching co-observation, data analysis, RTI strategic plan and resource development (16 visits)</li><li>- <b>Quarterly</b> collaborative site-visit at alternating campuses with <b>both</b> PASH and Hollywood RTI leaders to include: preparation for Learning Labs and RTI data meetings, alignment building on RTI strategic plans and implementation (4 visits)</li><li>- <b>Bi-annual</b> network leader meeting to include: network and school leaders review of RTI data and crafting of next steps for RTI priorities and effort implementation (2 meetings)</li><li>- Agenda preparation and follow-up resource sharing</li></ul>	<p>80 hours</p> <p><i>Inclusive of preparation, consultation, and follow-up resources as needed</i></p>

	<ul style="list-style-type: none"> <li>- Technical assistance to answer urgent support requests related to RTI throughout the year</li> <li>- Adding to Promise Academies RTI Playbook, included system analysis and shared academic data</li> </ul>	
	Total Cost	\$18,000

<b>Additional Support for Special Populations Teachers</b>		
<a href="#"><u>Teacher Learning Communities</u></a>	<p>Three Promise Special Populations teachers will access a full year of support in specially designed teacher learning communities:</p> <ul style="list-style-type: none"> <li>● <a href="#"><u>New(er) Special Education Teachers</u></a> - Ms. Jones</li> <li>● <a href="#"><u>Low-Incidence Teachers</u></a> - Ms. Santos</li> <li>● <a href="#"><u>ESL Teachers</u></a> - Ms. Wallace</li> </ul> <p>Including:</p> <ul style="list-style-type: none"> <li>● Collaboration with other teachers in similar roles</li> <li>● Monthly personalized resource newsletter</li> <li>● 3 intensives (Summer, Fall, Spring) with each one having three 90 minute sessions.</li> <li>● Quarterly community meetings to problem solve current challenges</li> <li>● Technical Assistance in-between meetings</li> </ul>	<i>\$500 for the year per teacher</i>
	Total Cost	\$1,500

**CONTEXT ON COSTS:**

We are a non-profit organization, so our pricing reflects costs - driven by time. Pricing in any given proposal is based on the depth and frequency of the engagement, calculated using the number of schools, the number of team members, frequency of touchpoints, and depth of preparation required. With each of these factors, there is a combination of on-site, virtual, and prep time to ensure quality work. The DLC aligns price according to the estimated hours of effort and based the costs around our consultation rate of \$225/hour.

Should the project significantly exceed the estimate based on complexity or change of request, new estimates will be provided and approved before proceeding.

## SCHOOL TRANSPORTATION AGREEMENT

This School Transportation Agreement (hereinafter referred to as the "Agreement") is made and entered into to be effective as of the July 1, 2022 (the "Effective Date"), by and between **CLINE TOURS, INC.** (hereinafter referred to as "CTI"), which is an Mississippi school bus system, and **PROMISE ACADEMY CHARTER SCHOOL** (hereinafter referred to as "PACS"), a Tennessee corporation.

### WITNESSETH:

**WHEREAS**, CTI is engaged in the business of providing transportation to school-aged children;

**WHEREAS**, PACS desires to engage CTI to provide school transportation services and

**WHEREAS**, PACS wishes to receive and CTI wishes to render such services.

**NOW, THEREFORE**, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I TERM AND TERMINATION

SECTION 1.1 Term. This Agreement shall be effective for a term (hereinafter referred to as "Term") that shall be effective for the 2022/2023, (**Option Years 2023/2024, and 2024/2025**) school year as of the Effective Date and end as of the close of business on the last day to transport students of the respective school year. At PACS discretion, it may option for 3 additional years per CTI proposal.

SECTION 1.2 Termination for Cause. At any time during the Term, this Agreement may be terminated either by PACS or by CTI for cause under the immediately following Paragraphs.

- (a) This Agreement may be terminated for cause by PACS immediately upon delivery of written notice to CTI in the event of any one or more of the following: (1) fraudulent and/or illegal conduct related to this Agreement on the part of CTI or any of its employees, agents, or representatives; (2) CTI's cessation, termination, or suspension of performance of its obligations hereunder for more than two consecutive days; and/or (3) at any time that PACS in good faith believes that CTI's continued provision of services hereunder either will threaten or impair the



health, safety, or well-being of PACS employees and/or the Child(ren) making use of such services.

(b) This Agreement may be terminated for cause by CTI immediately upon delivery of written notice to the PACS in the event of fraudulent or illegal conduct related to this Agreement on the part of PACS.

SECTION 1.3 Cease Of Operations. If a party to this Agreement either becomes insolvent or ceases or suspends its fulfillment of its obligations hereunder, then the other party may immediately terminate this Agreement by delivering written notice of such termination to such party.

SECTION 1.4 Bankruptcy. If a party to this Agreement commences federal bankruptcy proceedings, and, if this Agreement has not otherwise terminated, then the non-filing party may (a) terminate this Agreement by delivering written notice of such termination to such party or (b) suspend all further performance of this Agreement by delivering written notice of such suspension to the other party. Notwithstanding the immediately preceding sentence, the non-filing party may terminate this Agreement or suspend performance of this Agreement solely to the extent that such termination or such suspension is permissible under (and is conducted in accordance with) the terms and provisions of the United States Bankruptcy Code. In the event CTI is the filing party and termination or suspension is conducted in accordance with this SECTION 1.4, CTI shall exercise its best efforts to facilitate transition of its performance of services hereunder to PACS itself or to any other entity designated by PACS.

## **ARTICLE II**

### **RELATIONSHIP OF THE PARTIES**

SECTION 2.1 Independent Contractor Status. No provision of this Contract is intended to create any relationship between PACS and CTI other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The relationship of PACS and CTI shall not be construed or interpreted to be a partnership or a joint venture. Neither of the parties to this Agreement, nor any of their respective employees, agents, or representatives, shall be construed to be the agent, employee, or representative of the other or to be liable for any acts of omission or commission on the part of the other.

SECTION 2.2 CTI Employees. By executing this Contract, CTI acknowledges that all of its employees have an employment relationship with it and not with PACS and that CTI is responsible for all matters related to the employment of such employees.

### **ARTICLE III** **CTI OBLIGATIONS**

SECTION 3.1 Services. CTI shall provide school transportation services for students from designated pick-up points to designated drop-off points within the PACS system, Monday through Friday during the Term, excluding days on which such schools are not in session. CTI shall only pick up students who meet the qualification to have such service provided. CTI shall operate the service(s) on time. In the event that a route is more than five (5) minutes late five (5) times or more in any calendar month, the parties shall jointly evaluate the route and schedule to determine methods to improve on-time performance to 90% or better. If a route is more than five (5) minutes late five (5) times or more in any three (3) consecutive calendar months, or in any four (4) out of six (6) consecutive calendar months, due to reasons beyond the control of CTI, then CTI has the right to terminate this agreement upon 30 days written notice to PACS. In the event the assigned vehicle arrives at the first pickup/drop off point at the designated time and the vehicle arrives late, by five (5) minutes or more, at the final stop of the first stop of the route, for the purpose of this section, such arrival shall not be considered late. If such an event occurs three (3) consecutive times in a six (6) week period, the parties will jointly undertake a review of the route and jointly agree on route adjustment to achieve the desired service level. After a 90 day grace period, the school will be eligible for compensation based on 5% of the daily base rate for the particular bus that was tardy due to inefficiency directly caused by CTI. School will not be eligible for compensation for any delayed service due to weather, traffic, students, parents or an act of God.

CTI must report all student transportation crashes and incidents to the designated school transportation coordinator as follows:

A crash or incident occurring while the bus is en route to and from the bus terminal or school, with or without students on board, must be reported via phone or email to the school. Crashes and incidents are defined as those occasions when the bus leaves the roadway, gets stuck, slips into a ditch, collides with another object or is hit by another object. Incidents may further included any situation when the personal safety of the occupants of the bus are potentially in jeopardy, i.e., children left on the bus, physical injuries, damage to the bus or threat to individual safety as a result of a weapon or item(s) designed to look like a weapon(s) or bomb threats.

All crashes and incidents must be reported immediately to the school's designated transportation coordinator by telephone. Appropriate notification must also be made at the time of the crash incident, i.e., to the school principal, police, ambulance, etc. If CTI fails to provide phone or email notifications within one hour of the incident, then the school will be entitled to an invoice credit equal to the number of hours without notification pro-rated at the daily contract rate for that route. The written report for accidents involving death, personal injury or substantial damage, or a weapon, or use of a weapon, weapon look alike or bomb threats must be forwarded to the school as soon as

pertinent data is available. The written report for all other crashes and incidents shall be forwarded to the school within forty eight (48) hours.

CTI will provide video recording devices on all school buses. Video recordings will be maintained for seven (7) days by CTI. The parties acknowledge that the video recording devices on each school bus are stationary and may not capture all activities that take place on the bus, given the limited view of the video recording device.

Neither CTI nor its drivers will release or disseminate video recordings, or portion thereof, except as specified herein or as required by law, or to defend against any action, suit, claim or proceeding brought against CTI or its personnel, provided however, that CTI may use video recordings internally as part of its training program for its drivers.

Upon written request and reasonable notice, CTI will provide the school with access to view requested video recordings for the exclusive use of the school at the CTI office. Any request to review video recordings shall be made to CTI.

Upon written request and reasonable notice, CTI may provide the authorized adult parent, caregiver, and guardian of any student with access to view requested video recordings at the CTI office. A representative of the school must be present during the presentation. In order to protect the privacy of the school and other students, CTI may limit the portions of video recordings viewed to those including such student.

All drivers will ensure that the video recording equipment is in proper operating order and will use the video recording equipment each operating school day for all routes. Should CTI have prior knowledge that the video recording equipment is inoperable, school will be notified immediately.

If a driver believes in his/her discretion that he/she cannot provide adequate on the bus due to the disruptive or otherwise inappropriate conduct of students, CTI may request that the school provide adult supervision on the bus. The school will bear the entire cost of such services. The adult supervisory services will continue until both parties reasonable agree that such supervision is no longer necessary on that bus.

CTI shall provide draft routes to PACS at least 30 days prior to the start of school for approval by PACS, beginning with the 2022-2023 school year. In all years, after school starts, routes shall be re-examined at a minimum after approximately 4 weeks of school and in January to determine if any changes are to be made.

**SECTION 3.2 Qualifications.** All drivers of CTI providing services pursuant to this Agreement shall have been appropriately trained in the school bus transportation services provided hereunder. All drivers of CTI shall have and maintain appropriate licenses, including, as appropriate, school bus driver certification and a Commercial Driver's License, to transport children by bus. All drivers will perform basic first aid. In

case of a medical emergency, CTI will notify 911 immediately. CTI will also provide PACS a copy of their medical emergency protocol. CTI will perform an MVR and criminal background check on all employees.

SECTION 3.3 Compliance with Laws. All services provided by CTI shall be performed in compliance with all applicable federal and state laws, rules, regulations and rulings, including, but not limited to, any rules promulgated by the Tennessee Department Education and Health and Human Resources regarding the transportation and care of children.

**ARTICLE IV**  
**PROMISE ACADEMY CHARTER SCHOOLS OBLIGATIONS**

SECTION 4.1 Fee. As consideration for CTI’s performance during the Term, PACS shall pay CTI per the following schedule. *This contract will be for a minimum of 3buses for a minimum of 178 school days.*

<b>A. Route Transportation</b>	<b>Cost Per Day Per Bus with \$5M Insurance</b>	
Year 1	<b>\$486.79</b> *	<b>22-23</b>
Year 2	<b>\$535.47</b> *	<b>23-24</b>
Year 3	<b>\$578.31*</b>	<b>24-25</b>

*Please note that pricing includes a minimum of 2 am and pm runs per day, as long as they are consecutive, without breaks and don’t exceed a total of 4.5 hours per day. PACS has the option of having CTI use each bus for two AM and two PM routes for an additional \$243.40 for each day that multiple routes are added. The added cost is to compensate our driver and to pay for additional fuel and operating costs incurred by CTI.*

*For example, let’s assume Bus 1 picks up students in the morning and drops them off at PACS, then picks up a second set of students and drops them off at School B, then in the afternoon picks up the students at PACS and drops them off near their homes and then picks up the students at School B and drops them off at stops near their homes. The additional \$243.40 charge will be put in place as soon as the second routes are added to the existing bus routes.*

**\* A/C School Buses**

Note: None A/C Buses will be used as spare buses for the duration of this agreement.

**B. Local Charters**

	1 to 2.5 Hour	3 to 4 Hours	4 to 5 Hours	5 to 6 Hours	6 to 7 Hours	7 to 8 Hours
Year 1						
Year 2						
Year 3						
	CPI	CPI	CPI	CPI	CPI	CPI
Option Year 5	CPI	CPI	CPI	CPI	CPI	CPI

*Please note that all charges are per hour, per bus starting at the agreed upon departure time, and ending when the bus returns.*

*Also note that anywhere the notation "CPI" is indicated, CTI will offer optional contract extensions with increases based upon the Consumer Price Index (CPI).*

**C. Overnight Charters**

SECTION 4.2 Fuel. Pricing includes a fuel allowance of up to \$3.00 for diesel fuel, based on average wholesale pricing for diesel fuel. When fuel exceeds \$3.00, the daily rate will increase using a daily multiplier of 9. For example, if fuel reaches \$3.25 per gallon, the resulting daily increase is \$2.25 (9x25) per bus, per route.

SECTION 4.3 Payment. Payment shall be made by PACS to CTI monthly and within 30 days of receipt of invoice.

**ARTICLE V**  
**INSURANCE**

SECTION 5.1 Insurance Maintained By CTI. CTI, during the Term, shall maintain insurance coverage (and shall name PACS as an additional insured) with respect to the services provided hereunder with insurance company (ies) having at least a financial strength rating of "A-IX" or better as defined by A. M. Best Company, and such insurance coverage shall include, but not be limited to, the coverages specified by the immediately following Paragraphs A-C:

- A. Automobiles. Business automobile liability insurance including owned, non-owned and hired vehicles with combined single limits of not less than \$5,000,000 for bodily injury and/or property damage resulting from each accident occurrence that occurs prior to the termination of this Agreement under ARTICLE I;
- B. Commercial General Liability. Commercial general liability insurance (with PACS designated as an additional insured) written on a "ISO" commercial general liability form or its equivalent, with combined single limits for personal injury, bodily injury, and/or property damage, of not less than \$1,000,000 for each occurrence that exists or occurs prior to the termination of this Agreement under Article I, provided that such combined single limits apply per occurrence for personal injury, bodily injury, and/or property damage;
- C. Workers' Compensation. Workers' compensation insurance coverage in statutory amounts and employer's liability insurance coverage with limits of \$500,000 per disease;
- D. Sexual abuse and molestation. Sexual abuse and molestation coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate;
- E. State Law. CTI shall maintain all insurances, including all coverage amounts that are required by the State of Mississippi for charter schools at the time.

In the event any insurance coverage described in the immediately preceding Paragraphs A-E applies to the same events, occurrences, accidents, losses, or injuries as any insurance coverage maintained by PACS, such insurance coverage maintained by CTI shall be primary and shall pay to the full extent of the limits thereof prior to any payments under said insurance maintained by PACS.

As of the Effective Date and prior to performing any services under this Agreement, CTI shall provide to the PACS certificate(s) of insurance evidencing the effectiveness of insurance in accordance with the immediately preceding Paragraphs A-C.

In the event of the expiration of any of the insurance coverages and limits described in the immediately preceding Paragraphs A-E, CTI shall (a) provide immediate notice to the Corporate Liaison of such expiration, (b) renew such insurance coverages and limits so that they are continuously in effect during the Term, and (c) provide a renewal certificate to the Corporate Liaison with respect to such insurance coverages and limits not more than ten (10) days after such expiration. All certificates issued to PACS under this SECTION 6.1 shall require thirty (30) days advance notice to PACS of a change or cancellation of insurance coverage or limits, and the insurer who issued the certificate will endeavor to immediately notify PACS in writing of any such change or cancellation.

## **ARTICLE VI**

### **INDEMNIFICATION AND STS DISCLOSURE OBLIGATIONS**

SECTION 6.1 Indemnity Obligation. Notwithstanding any other term(s) or provision(s) of this Agreement, a party to this Agreement (hereinafter referred to in this ARTICLE VI as the “indemnifying party”) shall indemnify and hold harmless the other party to this Agreement (hereinafter referred to in this ARTICLE VI as the “indemnified party”) for and against any and all costs (including but not limited to attorney's fees, court costs, or judgments of any kind), expenses, fees, losses, damages, liabilities, actions, demands, or third-party claims arising or resulting from services provided or obligations undertaken pursuant to this Agreement unless substantially caused by the negligence of the indemnified party.

SECTION 6.2 Notification of Claims, Right to Defend, and Choice of Counsel. In the case of any claim asserted by a third party against an indemnified party, notice shall be given by the indemnified party to the indemnifying party promptly after such indemnified party has actual knowledge of any claim as to which indemnity may be sought, and the indemnified party shall permit the indemnifying party (at the expense of such indemnifying party) to assume the defense of any claim or any litigation resulting there from, provided that (a) the indemnified party may participate in such defense at such indemnified party's expense, and (b) the omission of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the indemnifying party and such indemnifying party is materially damaged as a result of such failure to give notice.

SECTION 6.3 CTI's Disclosure Obligations. CTI hereby confirms and represents that, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, nor any governmental administrative proceeding or investigation, nor known threat of same, which if adversely determined would materially adversely affect CTI's performance of, or its ability to perform, this Agreement. CTI has not, since the time of its incorporation and commencement of operations as a provider of child care services been the subject of any action, suite, proceeding, inquiry or investigation, the result of which has been a finding, settlement or admission to the effect that CTI has

caused serious injury to a child by its, his or her acts or omissions to act or has permitted conditions to exist which seriously jeopardize the safety, health or welfare of the children in its, his or her charge, or which, if such conditions have been found to exist, CTI has continued to permit to exist. In the case of any such condition having been found to exist which (1) in CTI's reasonable judgment has seriously jeopardized the safety, health or welfare of children and (2) is such that the disclosure of the existence of such condition could have a significant adverse impact on the reputation of CTI, CTI will notify PACS in writing of such condition and of the actions taken to cure such condition.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

SECTION 7.1 Amendment And Waiver. No amendment, modification, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon either party to this Agreement unless made in writing and duly signed by an authorized representative of each party. Any failure by either party to enforce any provision of this Agreement shall not be construed to be a waiver of the party's right to subsequently enforce such provision. No waiver by either party hereto at any time of any breach by the other party hereto or of compliance with any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No remedy available to a party for the other party's breach of this Agreement is intended to be an exclusive remedy, and a party's exercise of any remedy for any breach of this Agreement shall not be deemed or construed to be a waiver of such party's right to pursue any other remedy.

SECTION 7.2 Approval of Printed Materials and Use of Symbols. No party hereto may disclose to any third party, through printed material or any other form of communication, any information regarding, pertaining to, the other party without first obtaining the pre-disclosure written approval thereof from such other party. Such approval, if given, shall be in the form of a writing signed by CTI and by PACS.

SECTION 7.3 Records and Audit. CTI shall maintain accurate and complete records to document its performance and activities under this Agreement, and shall conform to all applicable federal, state, and local laws and regulations. During the Term and for a period of one hundred twenty days immediately following the termination date of this Agreement, PACS and/or any independent accounting firm(s) designated by PACS shall have reasonable access upon reasonable notice to CTI to any and all of CTI's records and accounts pertaining to this Agreement for the purpose of copying and/or auditing such records and accounts at PACS expense. Records and accounts shall be retained for the longest of (a) three years from the date of their creation, (b) the period required by federal, state, or local law or regulations, or (c) until the final disposition of any claims arising from the performance of this Agreement.

SECTION 7.4 Action by a Party. Whenever PACS under the terms of this Agreement is permitted or required to do or perform any act or matter or thing, it shall be





and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.

- B. Mediation. If the representatives cannot resolve the dispute under the immediately preceding Paragraph A, then it will be submitted by the parties to mediation in accordance with the then current Model Procedure for Mediation of Business Disputes of the Center for Public Relations. The parties agree to bear equally the costs of such mediation. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days. Mediation hereunder shall be held in Ridgeland, Mississippi, or such other place as the parties may agree. The substantive and procedural law of the State of Mississippi shall apply to the mediation proceedings.
- C. Binding Arbitration. If the parties are not successful in resolving the dispute through mediation under the immediately preceding Paragraph B, then they agree to submit the matter to final and binding arbitration in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the American Arbitration Association. Arbitration hereunder shall be held in Ridgeland, Mississippi, or such other place as the parties may agree. The substantive and procedural law of the State of Mississippi shall apply to the arbitration proceedings. Equitable remedies shall be available in any arbitration. Punitive, trebled or other escalated damages shall not be awarded. The substantially prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs, unless the arbitration award specifies otherwise. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement thereof, as the law of such jurisdiction may require or allow. CTI and PACS are prohibited from filing any action in law or equity with respect to the dispute before an arbitration award is made. The arbitrator(s) are vested with the power to determine in the first instance which issues are arbitral under this SECTION 7.6.

SECTION 7.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement.

SECTION 7.8 Severability. If any portion of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

SECTION 7.9 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties,

shall be governed by the laws of the State of Mississippi to the extent not superseded by governing federal statutory law or regulations or federal common law.

SECTION 7.10        Assignment. Neither party may assign this Agreement, or any of its rights and obligations hereunder, without the prior written consent of the other party, except that a party may assign this Agreement or any of its rights or obligations hereunder to any of its subsidiaries or affiliates by giving written notice to the other party, so long as the assignee accepts all of the terms and conditions of this Agreement. Notwithstanding the immediately preceding sentence and in the event the stockholder(s) of a party approve a merger or consolidation involving the party, or a sale or disposition of all or substantially all of such party's assets, then such party may assign this Agreement to its successor, but only if (a) such assignment will not materially affect the scope and quality of services to be delivered by such party under this Agreement and (b) the other party to this Agreement consents in writing to such an assignment within the thirty (30) day period immediately following the date of closing of such merger, consolidation, or sale.


SECTION 7.11        Force Majeure. Neither party under this Agreement shall be liable to the other for any delay, damage, loss or injury resulting or arising from any cause or condition beyond the reasonable control, and without the intentional misconduct or negligence of that party, or, from any cause, the nonoccurrence of which was a basic assumption upon which this Agreement was entered. However, any delay or failure to perform must be such that it could not have reasonably been foreseen or provided against by the nonperforming party, and further provided that the nonperforming party exercises such diligence as the circumstances may require. Such force majeure causes or conditions include, without limitation, acts of God or the public enemy, regulations or acts of government agencies or instrumentalities, unavailability or shortages of power, labor, transportation, raw materials or usual means of supply, war or insurrection, mobilization of the armed forces, fire, flood, or unusually severe weather, earthquake, embargoes, strikes or labor disputes, and any other cause beyond a party's control.

SECTION 7.12        Headings, Gender, and Number. The headings in this Agreement are for the purpose of reference only and shall not limit or affect the meaning of any of the provisions hereof. When appropriate and required by the context, the singular number shall include the plural, and the plural shall include the singular. Any reference to any gender shall include references to all genders.

SECTION 7.13        Errors and Omission. If at some point in time a disagreement should arise, either expressed or implied, concerning the intent of the School Transportation Agreement with CTI, the Request for Proposal, shall be considered as a contributor to the resolution of said disagreement.

**IN WITNESS WHEREOF**, the parties hereto duly execute this Agreement all as of the date first above written, each by a duly authorized officer.

**PROMISE ACADEMY CHARTER SCHOOL**

By:  \_\_\_\_\_  
Its: Executive Director

**CLINE TOURS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

This agreement can be modified for additional buses to an affiliated school at the same rate(s) as the Promise Academy Charter School buses. Modifications can be done with a letter between parties signed by both parties.

It is agreed that buses for Promise Academy Charter School and/or any affiliated schools will be billed separately.

The rate for local field trips will be \$50.00 per hour **with a 5 hour minimum** and \$50.00 per hour thereafter. Field trips cannot interfere with normal school bus operating schedules.

Agreed to by \_\_\_\_\_ for Cline Tours, Inc

Agreed to by \_\_\_\_\_ for Promise Academy Charter School.

## SCHOOL BASED THERAPY SERVICES AGREEMENT

**THIS AGREEMENT** is entered into by and between:

Promise Academy Spring Hill (Facility)  
3796 Frayser-Raleigh Road  
Memphis, TN 38128

UT Le Bonheur Pediatric Specialists (Provider)  
850 Poplar Avenue  
Memphis, TN 38103

### **FOR THE PURPOSE OF:**

Setting forth the terms and conditions under which Provider will provide School Based Therapy Services

**EFFECTIVE DATE:** 08/01/2022

### **1. IDENTITY OF AND RELATIONSHIP BETWEEN THE PARTIES**

1.1. Facility is a Tennessee non-profit LLC operating public charter schools in the State of Tennessee and exempt from Federal Income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

1.2 Provider is a nonprofit, public benefit corporation organized under the laws of the State of Tennessee and exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; is the exclusive pediatric group medical practice of the faculty physicians at the University of Tennessee, Memphis, College of Medicine; and is jointly governed by and operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of UTCOM and Methodist Healthcare - Memphis Hospitals through its Le Bonheur Children's Hospital.

1.3 Facility and Provider are independent legal entities. Nothing in this Agreement shall be construed to create any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms of this Agreement.

1.4 Neither Facility nor Provider nor any of their respective agents or employees shall control or have any right to control the manner and means by which the other party carries out its obligations under this Agreement, nor shall either party, its respective agents or employees, be liable to third parties for any act or omission of the other party.

1.5. Nothing in this Agreement is intended to be construed, nor shall it be deemed to create, any right or remedy in any third party.

## **2. TERM AND TERMINATION**

2.1. This Agreement shall become effective on the date indicated on page 1 and shall terminate on 06/30/2022.

2.2. Either party may terminate this Agreement at any time, without cause, breach, or penalty, upon at least thirty (30) days prior written notice to the other party.

2.3 Any notice required or permitted under the terms of this Agreement shall be given in writing, and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address given on page 1, or at such other address (or addresses) as may be provided by notice given under this section. Such notice shall be effective when mailed. The party giving notice should retain a postmarked Receipt for Certified mail as evidence of the mailing date. Notification may also be given via electronic mail.

Promise Academy Spring Hill (Facility)  
3796 Frayser-Raleigh Road  
Memphis, TN 38128

UT Le Bonheur Pediatric Specialists (Provider)  
850 Poplar Avenue  
Memphis, TN 38103

## **3. PERFORMANCE OF SERVICES AND MAINTENANCE OF RECORDS**

3.1. Provider agrees to provide the Facility with physical therapy, occupational therapy and/or speech language pathology services for part B eligible children in accordance with a plan of care established by the multidisciplinary team, with parent input, documented on the Individualized Education Plan (IEP). Provider will participate in the development and implementation of each student's IEP in accordance with Facility policies and procedures. Provider will provide all therapy evaluation, and consultation services at the Facility. In the case of providing services for a school system or district, Facility is interpreted as possibly more than one location (school).

3.2. Provider services will be provided by qualified, registered and licensed physical and occupational therapists and/or speech language pathologists. Provider will provide evidence of licensure by the Tennessee Licensing Board, upon request. Therapy areas and equipment will be maintained in a safe, clean and professional manner. Provider staff will participate in disaster drills and evacuations, as appropriate.

- 3.3. Provider will adhere to the policies and procedures established by the Facility and will abide by all rules, regulations, and credentialing requirements of the Facility that are applicable to the therapists' duties and responsibilities.
- 3.4. Provider will abide by rules and regulations concerning patient confidentiality in the same manner and to the same degree as are required of the employees of the Facility.
- 3.5. Provider and Facility will develop a mutually agreed upon plan to include, but not limited to, collaboration between support and frontline staff; in order to obtain all necessary medical prescriptions for therapy, equipment, and authorization for services, as specified by child's physician.
- 3.6. The scheduled hours of service provided by the Provider therapists must be acceptable to both the Provider and the Facility.
- 3.7. Provider will participate in the maintenance of student files, at Facility site, in accordance with Facility policy and procedure. Provider will maintain a separate medical file at Provider site in accordance with Provider policy and procedure.
- 3.8. Provider will identify an individual as the central point of contact for the Facility, and Facility will identify an individual as the central point of contact for the Provider.
- 3.9 Provider will provide staff training and development, relative to professional specialty areas. Facility will allow access to site training and development to Provider staff.
- 3.10 Facility will develop and communicate policy and procedure for the screening, referral and initial evaluation of students. Provider will participate in established policy and procedure at each Facility site.
- 3.11 Facility will maintain full administrative responsibility for the compliance monitoring of IEP services.
- 3.12 Facility will provide building access to Provider staff, at individual sites, in accordance with policy and procedure established for Facility staff.
- 3.13 Facility will provide Provider with necessary medical information relative to the care of the patient.
- 3.14 Facility will communicate changes to any site programming, policies and procedures which may affect Provider staffing and utilization review.
- 3.15 Facility will provide access to the student in all school environments during the course of the daily routine, for the provision of inclusive services. Facility will provide access to dedicated private space for the provision of testing and direct therapeutic services.



3.16 Facility will provide access to mutually agreed upon equipment necessary for daily work, to include, but not limited to, telephone, desk, table & chairs, storage cabinet.

3.17 Facility shall assist Provider in meeting accreditation standards including, but not limited to, the standards of the Joint Commission or any other accrediting agencies or in compliance surveys.

3.18 Facility will provide access to all necessary technology to include, but not limited to, internet, intranet, printer, copier, computer, fax machine. Facility will provide access to all websites and programs necessary to provide effective therapeutic services.

3.19 Facility shall cooperate with Provider's Risk Management Program including, but not limited to, notifying Provider concerning any incidents arising hereunder which may give rise to a claim against Provider, and Facility shall grant Provider reasonable access to its employees and copies of pertinent records for purposes of conducting risk management investigations.

3.20 To the extent required by Section 1861(v)(1)(I) of the Social Security Act, each party shall, upon proper request allow the United States Department of Health and Human Services, the Comptroller General of the United States, and their duly authorized representatives access to this Agreement and to all books, documents, and records necessary to verify the nature and extent of the costs of services provided by either party under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement. If either party carries out any of its duties under this Agreement through an agreement between it and an individual or organization related to it, that party to this Agreement shall require that a clause be included in the Agreement to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon request by the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, all agreements, books, documents, and records of such related organization that are necessary to verify the nature and extent of the costs of services provided under that agreement.

#### **4. COMPENSATION FOR SERVICES AND PAYMENT OF EXPENSES**

4.1. Provider shall be entitled to compensation for services rendered under this Agreement according to the provisions of Exhibit 1 attached hereto. Facility agrees to a maximum financial responsibility of \$133,305 through the term of this contract. Such compensation shall constitute full compensation for all services rendered by Provider under this Agreement, and no further compensation shall be due.

4.2. Facility and Provider each agree to maintain, throughout the initial or any renewal term of this Agreement, at its sole expense, comprehensive general and professional liability insurance coverage, as applicable, or adequate self-insurance, and workers' compensation coverage in the required statutory amounts, to insure itself and its officers, directors, and employees, against

any third party claim or cause of action arising out of the performance of this Agreement.

4.3 Such professional liability coverage shall have limits of not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, and such general liability insurance coverage shall have limits of not less than one million (\$1,000,000) combined single limit. Evidence of satisfactory insurance coverage shall be provided by each party prior to the commencement of services hereunder. Both Facility and Provider agree to provide each other with at least ten (10) days prior written notice or cancellation or modification of its above-mentioned policies.

4.4 Each of the parties further agrees to save, defend, hold harmless, and indemnify the other from and against any and all loss, claims, suits or damages incurred, in defending any claim or cause of action, arising from personal or bodily injury or property damage caused by the acts or omissions of the responsible party or its agents or employees.

## **5. GENERAL PROVISIONS**

5.1. Non-discrimination. Neither party to this Agreement shall discriminate against any employee or applicant for employment because of race, color, sex, age, religion, national origin, Vietnam era veterans' status, or handicap. No such person will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement on such grounds or on their ability to pay or sources of payment, or in the employment practices of either party.

5.2. Exhibits. The exhibits referenced in this Agreement are an essential part of the agreement of the parties, and shall be considered for all purposes a part of this Agreement. Any and all counterparts, photocopies, or other reproductions of this Agreement shall include all of its exhibits, attached to and made a part of the Agreement.

5.3. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject addressed herein. Any prior or contemporaneous agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement shall be of no force or effect.

5.4. Amendment. This Agreement or any part hereof may be modified or amended only by the mutual written consent of the parties.

5.5. Assignment. No assignment of the rights, duties, or obligations acquired under this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Any attempted assignment in violation of this provision shall be void.

5.6. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their respective successors and permitted assigns.

5.7. Waiver of Breach. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

5.8. Headings. The headings or captions provided throughout this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

5.9. Corporate Compliance. As applicable to the specific services provided under this agreement, Facility shall cooperate with any corporate compliance program instituted by Provider or its affiliates.

5.10. Corporate Values. Facility acknowledges that Provider has an organizational commitment to the values of quality, service, teamwork, integrity, and innovation in all of its relationships, and agrees to demonstrate, exercise, and promote these same values in all areas of its involvement with Provider.

5.11. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee.

5.12 Confidential Patient Information. Unless otherwise permitted by applicable law, each party to this Agreement will not use or disclose certain confidential, proprietary, and non-public financial and other information concerning patients (“Confidential Information”) in violation of the requirements of 45 CFR 165.504 and 164.506(e) 1, known as the Health Insurance Portability and Accountability Act of 1996, Privacy and Security Standards (“HIPAA”), which are incorporated herein by reference. If applicable, each party agrees to comply with applicable HIPAA standards in all respects as soon as practicable, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party has provided Confidential Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA. In addition, Provider agrees to not use or disclose any confidential data or information pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, 34 C.F.R. Part 99.

**Promise Academy Spring Hill**

**UT Le Bonheur Pediatric Specialists**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 1**

### **COMPENSATION**

The Facility is responsible for the payment of services rendered with specific, written authorization as documented by the child's Individualized Education Plan (IEP). Services include both direct instruction hours (IEP services) and indirect hours (including but not limited to: scheduling, planning, creating material for sessions, documenting, coordinating, screening, participating in meetings with faculty & parents). Services may be provided in-person, virtually, or with a combination of written/video material and phone support.

- a. The Facility and Provider will share cost liability for the provision of IEP services. Provider will first process all third party billing (TennCare, CoverKids, TriCare and commercial insurance, when allowable) as primary payor source.
- b. Under no circumstances, shall the parent/guardian be held responsible for payment for an IEP service.
- c. Provider will submit a maximum financial responsibility for Facility.
- d. Provider will submit a detailed monthly service log within 30 days of service provision. Service log will include student roster, type, and frequency of services provided. Service log will indicate third party billing source and whether or not third party payment is established.
- e. Provider will provide dedicated administrative staff to increase third party billing by improving students' access to primary care.
- f. Provider will submit a financial report, including expense and projected revenue from third party billing, accompanying an invoice within 30 days of each month's end.
- g. Payment will be owed from Facility under the following circumstance: if the total Provider expenditures exceed the total Provider reimbursement from third party billing.
- h. Facility agrees to submit payment to Provider within 45 days of invoice date.
- i. Provider agrees to refund overpayment by Facility under the following circumstance: if the total Provider reimbursement from third party billing exceeds the total Provider expenditure for the contracted School Year.

If additional services are deemed necessary, an agreed upon fee schedule will be developed with a contract amendment, prior to any service delivery.

## **EXHIBIT 2**

### **PANDEMIC RELATED AMENDMENTS**

In order to maintain health and safety for both Provider staff, Facility staff and students served, certain procedural amendments may need to be considered and utilized. The following procedural amendments may apply to some school districts served, depending on the services rendered, student needs, and district policies/procedures in place:

- a. The Facility agrees to keep Provider informed and up-to-date as decisions are made regarding transitions between in-person and virtual services, for students served.
- b. The Facility agrees to provide Provider with complete policy/procedure for health and safety protocols in the school building. Provider may require further health/safety procedures, as guided by physician team and administration at Le Bonheur Children's Provider. Additional procedures required for Le Bonheur staff and students/faculty in physical contact, will be provided in writing to the school.
- c. As students potentially shift from in-person to virtual services, scheduling of services will need to also shift from being centered around the classroom schedule to being centered around the family schedule. Including some services being offered at non-traditional/non-school hours.
- d. As students potentially shift from in-person to virtual services, and as social distancing protocols are observed, some children seen in group or classroom settings, may need to be seen individually. Provider staff will coordinate with Facility staff to document needed IEP changes.
- e. As students potentially shift from group or classroom services to individual services, additional time is needed to serve children 1:1, session frequency and duration may need to be re-considered and amended by the IEP team. Provider staff will coordinate with Facility staff to document needed IEP changes.
- f. If screening students for developmental milestones and potential need for special education services is part of our typical service provision, Provider staff will coordinate with Facility staff to offer amended procedures for continuing this work in a safe manner. The overall timeline for completing screenings may be longer than a typical service year.
- g. As students are served virtually, a no-show to the agreed upon appointment time will be counted as an absence from school, and may not be able to be made up by the therapist.
- h. In the event of staff absence, due to illness, Provider will inform Facility. Suspending services for a brief period and/or assigning another therapist, if available, may need to occur.
- i. In the event that telehealth services become no longer allowable, either through state order or by health licensure boards, the Facility will be notified immediately, and a contingency plan will be developed.

## **ATTACHMENT F: Governance Documents**

- F1. Articles of Incorporation
- F2. Proof of non-profit and tax-exempt status
- F3. By-laws
- F4. Code of Conduct
- F5. Conflict of Interest Policy
- F7. Board policies

**BYLAWS**  
**OF**  
**PROMISE ACADEMY, INC.**

**ARTICLE I**

**NAME, OFFICES AND REGISTERED AGENT**

**Section 1.01 Name.** The name of the Corporation is School Name, Inc. (“Corporation”). It is intended that the Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future federal tax laws (hereinafter referred to as the “Code”), as an organization described in Section 501(c)(3) of the Code.

**Section 1.02 Principal Office.** The principal office of the Corporation shall be located in the City of Memphis, Tennessee. The Corporation may have such other offices within the State of Tennessee as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

**Section 1.03 Registered Office and Registered Agent.** The Corporation shall have and continuously maintain in the State of Tennessee a registered office, and a registered agent whose office is identical with such registered office, as required by the Tennessee Nonprofit Corporation Act, as amended from time to time (“Act”). The registered office may be, but need not be, identical with the principal office in the State of Tennessee.

**Section 1.04 Change of Principal Office, Registered Office or Registered Agent.** The location of the Corporation’s principal office and registered office, or the designation of its registered agent, may be changed at any time when authorized by the Board of Directors, by filing with the Secretary of State a certificate signed by any current officer of the Corporation and verified subject to penalties for perjury, stating the change to be made and reciting that the change is made by authorization of the Board of Directors. Such certificate must be filed on or before the day any such change is to take effect, or within five (5) days after the death or other unforeseen termination of the resident agent.

## **ARTICLE II**

### **PURPOSES**

The purposes of the Corporation shall be those nonprofit purposes stated in the Charter of the Corporation, as amended from time to time.

## **ARTICLE III**

### **MEMBERS**

The Corporation shall not have Members.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

Section 4.01 Powers and Duties. The property and affairs of the Corporation shall be managed by the Board of Directors of the Corporation. The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by the Charter of the Corporation, these Bylaws, the Act, Section 501(c)(3) of the Internal Revenue Code, Tennessee Charter School Law, 20-5.5 *et seq.*, or any other law as they now exist or may hereafter be amended to supervise, control, direct and manage the property, affairs and activities of the Corporation, to determine the policies of the Corporation, to do or cause to be done any and all lawful things for and on behalf of the Corporation, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that:

- (a) The Board of Directors shall not authorize or permit the Corporation to engage in any activity not permitted to be transacted by the Charter of the Corporation or by a Corporation organized under the Tennessee Nonprofit Corporation Act;
- (b) None of the powers of the Corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Corporation; and
- (c) All income and the property of the Corporation shall be applied exclusively for its



nonprofit purposes. No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, officer, contributor or any other private individual having, directly or indirectly, a personal or private interest in the activities of the Corporation.

Section 4.02 Number. The Board of Directors shall be composed of at least five (5) members or such greater number as the Board of Directors may determine by an amendment to this Section.

Section 4.03 Qualifications and Tenure. The initial members of the Board of Directors (the "Initial Board") and its Chairman shall be appointed by the Incorporator to serve until after the second annual meeting of the Board of Directors and until such members' successors shall have been elected and qualified. In the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such election, every such vacancy shall be filled by the remaining directors, who shall thereafter be deemed a member of the Initial Board.

At the second annual meeting of the Board of Directors, the first order of business shall be that the Board of Directors shall elect one-third (1/3) of the total number of directors to be elected to a term of one (1) year, one-third (1/3) of such total to a term of two (2) years, and the remaining directors or one-third (1/3) of such total, whichever is greater, to a term of three (3) years; and at each annual meeting thereafter the Board of Directors shall elect directors for a term of three (3) years to fill the vacancies created by expiring terms. A director may serve up to two consecutive terms, and may resume service to the Board of Directors after stepping off the Board of Directors for one year.

After the election of new members to the Board of Directors, the meeting shall continue as a meeting of the new Board of Directors, for the purpose of electing officers and transacting such other business as may be presented to the meeting; no notice need be given to such newly elected directors who are present at such a meeting or who sign waivers of notice thereof.

Section 4.04 Nominations. At least sixty days prior to the annual meeting, a Nominating Committee shall propose a slate of nominees with respect to the directors to be elected at said meeting. The Nominating Committee shall consist of at least three directors, who are appointed by the President with the approval of the Board of Directors.

Section 4.05 Annual and Regular Meetings. The regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws, on the third Tuesday in July of each year, at the hour of 7:00 p.m., at the principal office of the Corporation, for the transaction of such business as shall come before such meeting. If the day fixed for any such meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. The Board of Directors may provide by resolution the time and place, either within or without the State of Tennessee, for the holding of additional and regular meetings of the Board of Directors, without other notice than such resolution. All annual and regular meeting shall be noticed and be open to the public in a manner necessary to comply with the Tennessee Open Door Law, to the extent that such law applies to the Corporation or its specific actions.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, and shall be called upon the written request of a majority of the directors. Notice of the date, time, place and purpose of a special meeting shall be sent by the Secretary to each director at his or her residence at such time that, in regular course, such notice would reach him or her not later than the second day immediately preceding the day for such meeting. Alternatively, such notice may be delivered by the Secretary to a director personally at any time not later than such second preceding day. At any meeting at which all directors are present, notice of the date, time, place and purpose thereof shall be deemed waived; and notice may be waived (either before or after the time of the meeting), by absent directors, either by written instrument or telegram. In lieu of the notice required by this Section, a director may sign a written waiver of notice either before, during or after such meeting.

Section 4.07 Order of Business. The order of business at the meetings of the Board of Directors shall be as follows, unless the person acting as chairman at any such meeting shall elect otherwise:

- (1) Proof of due notice of meeting.
- (2) Call meeting to order and determine if a quorum exists.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Unfinished business.
- (6) New business.
- (7) Executive Session (if necessary)
- (8) Adjournment.

Section 4.08 Action Without a Meeting; Teleconference. Any action which may be taken at a Board of Directors meeting, an Executive Committee meeting, or any other committee meeting may be taken without a meeting if evidenced by one or more written consents describing the action taken, signed by each member of the Board of Directors or committee member and included in the minutes or filed with the corporate records reflecting the action taken. Such documents may be signed in counterparts. A meeting of the Board of Directors or of a committee may occur by conference telephone or similar communications equipment by which all members of the Board of Directors or committee members can communicate simultaneously with each other.

Section 4.09 Quorum. A majority of the actual number of members of the Board of Directors elected and qualified, from time to time, shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Act, any other law, the Charter or the Bylaws.

Section 4.10 Number of Votes. Each Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors.

Section 4.11 Vacancies. Any vacancy occurring in the Board of Directors caused by removal, resignation, death or other incapacity, or increase in the number of Directors, may be filled by a majority vote of the remaining directors, until the next annual or special meeting of the Board of Directors. The term of office of a director elected to fill a vacancy begins on the date of the director's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a director, or (2) for the term specified by the Board of Directors in the case of a vacancy resulting from the increase of the number of directors.

Section 4.12 Removal. Any or all of the directors may be removed for cause or without cause by vote of two-thirds (2/3) of the total number of the voting directors in office. Removal of a director shall also constitute removal as an officer of the Corporation and as a member of all committees of the Board of Directors.

Section 4.13 Resignation. A director may resign his or her membership at any time by tendering his or her resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business. If a director has: (a) failed to attend two consecutive regular Board of Director meetings, unless such absences were excused in advance by the Board of Directors; (b) been declared of unsound mind by a final order of court; (c) been indicted for a felony or for any crime that involves fraud, embezzlement, or dishonesty; or (d) been found by a final order or judgment of any court to have breached any duty imposed by the Act, such director shall be automatically removed from office effective as of the date of such triggering event.

Section 4.14 Compensation. Directors as such shall not receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation thereof. A director may be reimbursed either for his or her actual expenses reasonably incurred in attending meetings and in rendering services to the corporation in the administration of its affairs or a per meeting stipend of \$25 per meeting, whichever is less.

Section 4.15 Restriction of Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is: (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise excluding any reasonable compensation paid to a Director as a Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 4.16 Standard of Care. A director shall perform all duties of a director, including duties as a member of any committee of the Board of Directors on which the director may

serve, in good faith, in a manner such director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (i) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;
- (ii) Legal counsel, independent accountants or other persons as to matters that the director believes to be within such person's professional or expert competence; or
- (iii) A committee of the Board of Directors upon which the director does not serve as to matters within its designated authority, provided the director believes that the committee merits confidence and the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

## ARTICLE V

### COMMITTEES

Section 5.01 Appointment of Executive Committee. The Board of Directors, by resolution adopted by a majority of its voting members, may designate three (3) or more of its members to constitute an Executive Committee. Each member of the Executive Committee shall hold office until the next annual meeting of the Board of Directors following his or her designation and until his or her successor has been appointed and qualified. The designation of the Executive Committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 5.02 Authority of Executive Committee. The Executive Committee, when the Board of Directors is not in session, shall have and may exercise all the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the Executive Committee or by these Bylaws. All action taken by the Executive Committee shall be subject to ratification by the Board of Directors. However, the Executive Committee shall not have the authority of the Board of Directors with respect to filling any vacancy on the Board of Directors; amending or repealing any resolution of the Board of Directors which by its express terms is not so amendable or repealable; amending or repealing the Charter or the Bylaws of the Corporation; adopting a plan of merger or consolidation; selling, leasing, or otherwise disposing of all or substantially all the property and assets of the Corporation other than in the usual and regular course of its business; or voluntarily dissolving the Corporation or revoking a voluntary dissolution.

Section 5.03 Meetings of Executive Committee. Regular meetings of the Executive Committee may be held at such times and places as the Executive Committee may from time to time fix by resolution. Special meetings of the Executive Committee may be called by any member upon a concurrence of a majority of the members of the Executive Committee upon not less than three (3) business days' notice prior thereto. The notices provided for in this Section shall state the place, date, and hour of the meeting, and the business proposed to be transacted at the meeting.

Section 5.04 Quorum of Executive Committee. A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof. Action of the Executive Committee must be authorized by the affirmative vote of a majority of all voting members present at a meeting at which a quorum is present.

Section 5.05 Action of Executive Committee Without a Meeting. Any action required or permitted to be taken by the Executive Committee at a meeting may be taken without a meeting in accordance with the provisions of Section 4.08 of these Bylaws.

Section 5.06 Executive Committee Procedure. The Executive Committee shall fix its own rules of procedure, provided such rules are not inconsistent with these Bylaws. The Executive Committee shall keep regular minutes of its proceedings and report its proceedings to the Board of Directors for its information at the next meeting of the Board of Directors held after such proceedings.

Section 5.07 Vacancies, Resignation and Removal. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the voting members of the Board of Directors. Any member of the Executive Committee may be removed at any time with or without cause by resolution adopted by a majority of the voting members of the Board of Directors. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.08 Standing Committees. The Board of Directors may maintain such standing committees as it may determine from time to time to be necessary or desirable for its proper functioning. Such committees shall consist of three (3) or more members, shall be under the control and serve at the pleasure of the Board of Directors, shall have charge of such duties as may be assigned to them by the Board of Directors or these Bylaws, shall maintain a permanent record of their actions and proceedings, and shall regularly submit a report of their actions to the Board of Directors, which shall ratify the actions of each committee. The President, or his or her designee, shall serve on each committee as an ex-officio member. Such standing committees shall have such authority as the Board of Directors may stipulate, except that no committee shall have the authority of the Board of Directors with respect to those matters delineated in Section 5.02 above.

Section 5.09 Ad Hoc Committees. The President, with the approval of the Board of Directors as evidenced by resolution, may from time to time create such ad hoc committees as

the President believes necessary or desirable to investigate matters or advise the Board of Directors. Ad hoc committees shall limit their activities to the accomplishment of the tasks for which created and shall have no power to act except as specifically conferred by resolution of the Board of Directors. Such committees shall operate until their tasks have been accomplished or until earlier discharged by the Board of Directors.

## **ARTICLE VI**

### **OFFICERS OF THE CORPORATION**

**Section 6.01 Number.** The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer.

**Section 6.02 Election and Term of Office.** The initial officers of the Corporation shall be elected by the Incorporator, to serve at the pleasure of the Board of Directors of the Corporation until the first annual meeting of the Board of Directors and until their successors are duly elected. New offices may be created and filled at any meeting of the Board of Directors.

**Section 6.03 Removal.** Any member of the Board of Directors removed from office pursuant to Section 4.12 shall be automatically removed as an officer. The Board of Directors may by a two-thirds (2/3) vote remove any officer when, in its judgment, the best interests of the Corporation will be served thereby.

**Section 6.04 Vacancies.** A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the affirmative vote of a majority of the Board of Directors for the unexpired portion of the term.

**Section 6.05 Resignation.** An officer may resign his or her office at any time by tendering his or her resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

**Section 6.06 The President** The President shall be the principal executive officer of the Corporation. He or she shall, when present, preside at all meetings of the Board of Directors and the Executive Committee, and shall in general perform all of the duties, and have all of the authority, incident to the office of the chief executive officer of a corporation, and such other duties as may from time to time be prescribed by the Board of Directors. The President may sign, with the Secretary or any other proper officer thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

Section 6.07 Secretary. The Secretary shall keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal, if any, of the Corporation and see that the seal is affixed to all documents, the execution of which is duly authorized on behalf of the Corporation under its seal; keep a register of the post office address of each member of the Board of Directors, which address shall be furnished to the Secretary by each director; and in general perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the President or by the Board of Directors.

Section 6.08 The Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall: (a) be the legal custodian of all moneys, notes, securities and other valuables which may from time to time come into the possession of the Corporation; (b) immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation; (c) furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation, and (d) shall perform such other duties as the Bylaws may require or the Board of Directors may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board of Directors.

Section 6.09 Subordinate Officers. The Board of Directors may, at its discretion, appoint such Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as it deems necessary or appropriate. Any such subordinate officers shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Such subordinate officers may be removed by the Board of Directors with or without cause.

Section 6.10 Compensation. Officers of the Corporation shall receive no compensation from the Corporation, but may be reimbursed, with the approval of the Board of Directors, for reasonable expenses properly incurred for the benefit of the Corporation.

## **ARTICLE VII**

### **DISCIPLINARY HEARING PROCEDURE**

Section 7.01 Phase I Hearing. In the event a student disciplinary matter is brought to the Board's attention pursuant to the School's policies, the matter shall be brought to the attention of the chair of the Executive Committee. The chair of the Executive Committee shall have the primary responsibility for ensuring that a hearing on the matter is held within 5 school days of the date the matter is referred to the Executive Committee (the "Phase I Hearing"). Two or more members of the Executive Committee shall conduct the Phase I Hearing. At the Phase I Hearing, the member(s) of the Executive Committee shall act in a fact finding capacity to

ascertain the facts and circumstances surrounding the incident(s) giving rise to the disciplinary action. The Principal and one or more representative staff members with knowledge of the facts and circumstances shall be present at the Phase I Hearing to present the administration's understanding of the facts and circumstances surrounding incident(s). The student shall attend the Phase I Hearing to present his/her understanding of the facts and circumstances surrounding incident(s). The parent(s) or guardian(s) of the student shall be invited to attend the Phase I Hearing to present their understanding of the facts and circumstances surrounding incident(s). Following the Phase I Hearing, the member(s) of the Executive Committee in attendance shall make a finding of fact, which shall be reported to all of the members of the Executive Committee. The Executive Committee shall make an official written finding of fact and recommend a course of action to address the incident(s) giving rise to the disciplinary action. The determination of the Executive Committee shall be given to the Principal, who shall carry out the recommendations.

Section 7.02 Phase II Hearing. If the affected student desires to appeal the determinations made at the Phase I Hearing, the student may submit a written notice of appeal to the Principal requesting a Phase II Hearing be held no later than 5:00 p.m. on the fifth school day following the Executive Committee's determination. Upon receipt of such a request, the Principal shall notify the President of the Board of Directors, who shall call a meeting of the Board of Directors to conduct a Phase II Hearing within ten school days of the date the school receives the notice of appeal. The Principal and Assistant Principal and one or more representative staff members with knowledge of the facts and circumstances shall be present at the Phase II Hearing to present the administration's understanding of the facts and circumstances surrounding incident(s) to the Board. The student shall attend the Phase II Hearing to present his/her understanding of the facts and circumstances surrounding incident(s). The parent(s) or guardian(s) of the student shall be invited to attend the Phase II Hearing to present their understanding of the facts and circumstances surrounding incident(s). The Board may also request that one or more additional parties provide information to the Board about the incident(s). The Board shall only overturn the decision of the Executive Committee if there is new evidence that was not available at the time of the Phase I Hearing or if the Board finds that the Executive Committee failed to properly apply the schools policies to the facts and circumstances surrounding the incident(s) giving rise to the disciplinary action, as determined by the Executive Committee. Following the Phase II Hearing, the Board of Directors shall have the power to take the following actions: (i) make a finding of fact, if new evidence that was not available at the time of the Phase I Hearing is presented at the Phase II Hearing, (ii) affirm the decision and recommendations of the Executive Committee following the Phase I Hearing, or (iii) overturn the decision of the Executive Committee and make its own determination as to the course of action to address the incident(s) giving rise to the disciplinary action. The determination of the Executive Committee shall be given to the Principal, who shall carry out the recommendations.

Section 7.03 Attendance At Phase I and Phase II Hearings. Attendance at all Phase I and Phase II hearings shall be limited, to the extent permitted by the state's open records and open meetings laws, to the school officers, directors, administrators, and staff identified above, the legal counsel for the school, the student involved (if more than one student is involved separate hearings shall be held), the parent(s) or guardian(s) of the student and their respective legal counsel.



## **ARTICLE VIII**

### **FISCAL AUTHORITY**

**Section 8.01 Execution of Negotiable Instruments.** All checks, drafts, and orders for the payment of money of the Corporation shall be executed by such officer or officers of the Corporation as the Board of Directors may authorize. All contracts, checks, or other documents binding the Corporation approved by the Board of Directors must be signed by two Board members.

**Section 8.02 Execution of Contracts and Other Documents.** All contracts and other documents entered into by or on behalf of the Corporation shall be executed in its name by the President, unless otherwise authorized or directed by the Board of Directors.

**Section 8.03 Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 8.04 Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

**Section 8.05 Prohibited Loans.** The Corporation shall not lend money to, or guarantee the obligations of, any officer or director of the Corporation in excess of the amounts permitted by law.

**Section 8.06 Budget.** An annual budget shall be prepared at the direction of the President for approval by the Board of Directors at its annual meeting.

**Section 8.07 Fiscal Year.** The fiscal year of the Corporation shall begin on the 1st day of July in each year and end on the 30th day of June of the next year.

## **ARTICLE IX**

### **CONFLICT OF INTEREST**

**Section 9.01 General.** A conflict of interest transaction is a transaction with the Corporation in which a director or officer of the Corporation has a direct or indirect interest. A director or officer of the Corporation has an indirect interest in a transaction if, but not only if, a party to the transaction in another entity in which the director or officer has a material interest, or of which the director or officer is a general partner, director, officer, or director. A conflict of interest transaction is not voidable, or the basis for imposing liability on the director or officer, if the transaction was fair at the time it was entered into, or if the transaction is approved as provided in Section 9.02.

Section 9.02 Manner of Approval. A transaction in which a director or officer of the Corporation has a conflict of interest may be approved if:

- (a) The material facts of the transaction and the interest of the director or officer were disclosed or known to the Board of Directors, or to a committee consisting entirely of members of the Board of Directors, and the Board of Directors or such committee authorized, approved, or ratified the transaction; or
- (b) Approval is obtained from the Attorney General of the State of Tennessee, or from a court of record having equity jurisdiction in an action in which the Attorney General is joined as a party.

Section 9.03 Quorum Requirements. For purposes of Section 9.02, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the members of the Board of Directors, or of a committee consisting entirely of members of the Board of Directors, who have no direct or indirect interest in the transaction; but a transaction may not be authorized, approved, or ratified under this Article by a single director. A quorum is present for the purpose of taking action under this Article if a majority of the members of the Board of Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction. The presence of, or vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection 9.02(a) if the transaction is otherwise approved as provided in Section 9.02.

## **ARTICLE X**

### **PLACE OF KEEPING CORPORATE BOOKS AND RECORDS**

The original books of account, meeting minutes and other records and documents of the Corporation may be kept at such place or places as the Board of Directors may from time to time determine; provided, however, that the Corporation shall maintain at its principal office copies of its current Charter and Bylaws, minutes of the proceedings of its Members and Directors, any communications with and financial statements provided to its Members, and its most recent annual report to the Tennessee Secretary of State.

## **ARTICLE XI**

### **NOTICES AND WAIVER OF NOTICE**

The notices provided for in these Bylaws shall be communicated in person, by telephone, telegraph, teletype, or by mail or private carrier. Written notice is effective at the earliest of (a) receipt, (b) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first-class postage affixed thereon, (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee, or (d) twenty (20) days after its deposit in the United States mail, if mailed correctly addressed, and with other than first-class, registered, or certified postage

affixed. Whenever any notice is required to be given to any director, officer, or committee member of the Corporation under the provisions of the Charter, these Bylaws, or the Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

### **INDEMNIFICATION**

The Corporation shall provide indemnification to such persons and on such terms as provided in the Charter of the Corporation.

## **ARTICLE XIII**

### **AMENDMENTS**

The Board of Directors of the Corporation shall have the power to make, alter, amend or repeal these Bylaws and to adopt new Bylaws, which power may be exercised by two-thirds (2/3) of the Directors present at a meeting at which a quorum is present.

## **ARTICLE XIV**

### **EXEMPT STATUS**

The Corporation has been organized and will be operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code and, as such, will be exempt from taxation under Section 501(a) of the Code. The Corporation intends to apply for recognition of its exempt status by filing Internal Revenue Service Form 1023 within the time prescribed under Section 508 of the Code and Treasury Regulation Section 1.508-1(a)(2). Any provision of these Bylaws or of the Charter which would in any manner adversely affect the Corporation's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the Corporation's tax exempt status.

**CERTIFICATE**

The foregoing Bylaws are adopted and shall be effective this 9<sup>th</sup> day of September, 2004.

s/Grady M. Garrison \_\_\_\_\_, Incorporator

PROMISE ACADEMY, INC.

c/o Charles Gerber, President

1900 One Commerce Square

Memphis, TN 38103

EIN 20:1608155

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 27 2015**

PROMISE ACADEMY SPRING HILL INC  
1346 BRYAN ST  
MEMPHIS, TN 38108

Employer Identification Number:  
46-4445628

DLN:  
17053308314044

Contact Person:  
LOUIS F JOHNSON ID# 95135

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
June 30

Public Charity Status:  
170(b)(1)(A)(ii)

Form 990 Required:  
YES

Effective Date of Exemption:  
January 9, 2014

Contribution Deductibility:  
YES

Addendum Applies:  
NO

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

PROMISE ACADEMY SPRING HILL INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Tamera Ripperda". The signature is written in black ink and is positioned above the typed name.

Director, Exempt Organizations

### **Code of Ethics**

As a Board member of Promise Academy Charter School:

I will uphold and enforce all laws, rules and regulations of the Tennessee State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.

I will make decisions in terms of the educational welfare of children and will seek to develop and maintain Promise Academy to meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.

I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.

I will carry out my responsibility, not to administer Promise Academy, but, together with my fellow board members, to see that it is well run.

I will recognize that authority rests with the board of trustees and will make no personal promises nor take any private action that may compromise the board.

I will refuse to surrender my independent judgment to special interest or groups or to use Promise Academy for personal gain or for the gain of friends.

I will hold confidential all matters pertaining to Promise Academy which, if disclosed, would needlessly injure individuals or the school. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.

I will support school personnel in proper performance of their duties.

I will refer all complaints to the chief administrative officer and will act on the complaints at public meetings only after failure of an administrative solution.

### **Conflict of Interest**

No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties.

No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others.

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family;

No school official shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his independence of judgment in the exercise of his official duties;

No school official, or member of his immediate family, or business organization in which he has an interest, shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him, directly or indirectly, in the discharge of his official duties.

No school official shall use, or allow to be used, his public office or employment, or any information, not generally available to the members of the public, which he receives or acquires in the course of and by reason of his office or employment, for the purpose of securing financial gain for himself, any member of his immediate family, or any business organization with which he is associated;

No school official or business organization in which he has an interest shall represent any person or party other than the school board in connection with any cause, proceeding, application or other matter pending before the school district in which he serves or in any proceeding involving the school district in which he serves.

No school official shall be deemed in conflict with these provisions if, by reason of his participation in any matter required to be voted upon, no material or monetary gain accrues to him as a member of any business, profession, occupation or group, to any greater extent than any gain could reasonably be expected to accrue to any other member of that business, profession, occupation or group;



Promise Academy Board of Directors			
<b>Monitoring:</b>  <b>Review: Annually; March</b>	<b>Descriptor Item:</b>  <b>Board Policy Development</b>	<b>Descriptor Code:</b> <b>2.09</b>	<b>Issue Date:</b>  <b>9/1/2004</b>

The Board accepts the definition of policy set forth by the National School Boards Association:

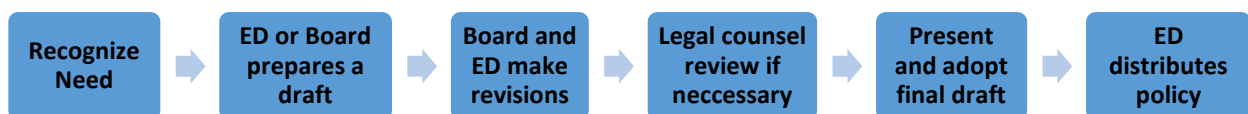
Policies are principles adopted by the Board of Directors to chart a course of action. They tell what is wanted; they may include why and how much. Policies should be broad enough to indicate a line of action to be followed by the administration in meeting a number of problems; narrow enough to give clear guidance. Policies are guides for action by the administration, who then sets the rules and regulations to provide specific directions to school district personnel.

It is the Board's intention that its policies serve as sources of information and guidance for all people who are interested in, or connected with Promise Academy Charter Schools.

The policies of the Promise Academy Board are framed, and are meant to be interpreted, in terms of Tennessee laws, rules and regulations of the State Board of Education, and all other regulatory agencies within our county, state, and federal levels of government. The policies are also framed, and are meant to be interpreted, in terms of those educational objectives, procedures, and practices which are broadly accepted by leaders and authorities in the public education field.

Changes in needs, conditions, purposes, and objectives will require revisions, deletions, and additions to the policies of present and future boards. The Board will welcome suggestions for ongoing policy development.

At least annually, the Board will review its policy manual for the purpose of passing, revising or deleting policies mandated by changing conditions.



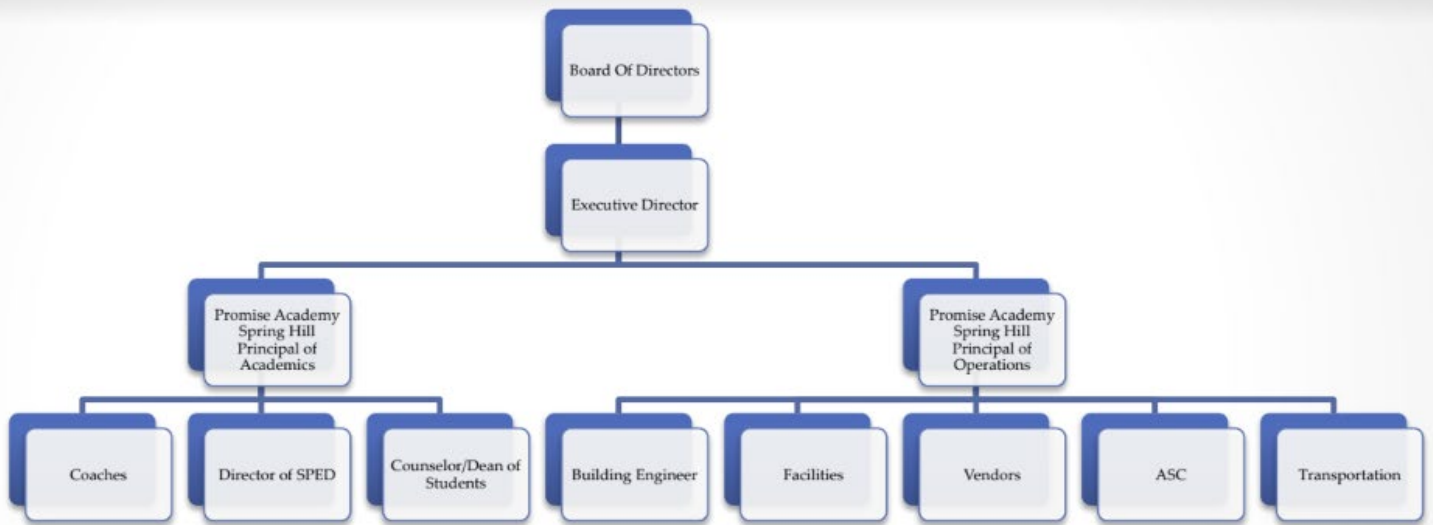
### Legal References

1. T.C.A. §49-2-207

# **ATTACHMENT G**

School Organizational Chart

**ATTACHMENT G: School Organizational Chart**



Organization Chart of Promise Academy Spring Hill

**Organizational Staffing Chart** 

**Principal**

- \* Shapes the vision of academic success for all scholars.
- \* Creates an environment conducive to learning
- \* Contribute to the development systems and structures to improve teacher practice
- \* Manages people, data and processes
- \* Fosters effective relationships with scholars, staff, families and community
- \* Cultivates and develops leadership in others.
- \* Formally and informally observes staff

- Budget
- School logistics
- Schedules
- Curriculum
- Evaluations
- PD approval
- Purchasing/Trips approval
- Absence approval
- Formal Complaints
- Grades

**Assistant Principal**

- \* Support the school's culture and discipline plans
- \* Supports teachers with classroom management
- \* Meets with parents to discuss behavior issues
- \* Conducts walkthroughs
- \* Maintains and reinforces systems for attendance.
- \* Coordinating use of school facilities for day-to-day activities and special events
- \* Monitors professional development for staff
- \* Emergency management

- Discipline(Suspensions, Referrals, Detention)
- Parent concerns
- Attendance/Truancy
- Building Test Coordinator
- TNReady
- School events
- Scholar clubs
- Intervention Support
- Safety Plan
- Smith Hall
- Social Media

**Director of Special Populations**

- \* Overseeing/managing the caseload of SPED, TEIS, External Placement, ESL, VPK, Pre-K, self-contained, inclusive and pull-out settings.
- \* Ensuring that the school complies with all local, state and federal regulations
- \* Collaborate and plan with regular education teachers
- \* Coach, observe and provide feedback to SPED teachers
- \* Works with the RTI team and meets with teachers for updates on scholars at-risk for retention
- \* Manages scholar files
- \* Coordinates with S-Team

- Scholar's IEP
- Modifications and Accommodations
- Intervention
- Academic referrals
- SPED testing
- PreK
- Functional Skills
- RTI
- Kinder Portfolios

## Office Manager

- \*Greet all visitors to the office.
- \*Collect and maintain student records
- \*Oversee in-year student enrollment process and student withdrawals
- \*Collects and keeps accurate records of all student fees related to student activities
- \*Help in planning, organizing, and staffing select school events
- \*Order office supplies
- \* Arrange transportation for all school events.

- Field Trip & Event approval
- Calendar
- Parent communication
- Scholar demographics
- Ordering supplies
- Purchasing items for events
- Collecting and receipting money
- Flyers
- Maintenance
- Medical

## Data Manager

- \*Responsible for accuracy of all areas in PowerSchool
- \*Notifies staff with upcoming deadlines for grades and report cards
- \*Maintains and utilizes the computerized student information system
- \*Prepares and maintains database on student enrollment, records data
- \*Enters student information for formative and state assessments
- \*Identifying groups of pupils and identifying underachievement
- \*Works directly with teachers in the use of the electronic grade book system, including training and program analysis.

- PowerSchool
- PowerTeacher
- NWEA
- Compass Learning
- Attendance(Absences,Tardies, Truancy)
- Progress reports
- Report cards

## Director of Technology

- \*Authorizes permissions and individual access to technology applications
- \*Directs the installation of technology systems and tools
- \*Maintains technology equipment and systems
- \*Manages procurement, inventory and surplus of technology equipment, systems and related services
- \*train and support staff in the integration of educational technology
- \*Serve as the liaison between teachers and administrators for technology issues
- \*Perform trouble-shooting and maintenance work on all technology

- Technology maintenance and repairs
- School ID
- Lost badge
- Clock in
- Website
- Copier repairs
- Any technology questions or assistance

## Instructional Coaches

- \*Support the instructional development of all teachers
- \*Provide direction and coordination for how the curriculum is taught
- \*Assist teachers with resources to support classroom instruction and planning
- \*Support the use of data
- \*Coach, observe and provide feedback
- \*Develop coaching plans
- \*Provides professional development on content specific topics
- \*Goal setting

- Instructional strategies
- Classroom interventions
- Problem solve and help prioritize issues/concerns related to instruction
- Brainstorm ways to build engagement
- Examine and analyze student work
- iReady

## Dean of Scholars

- \*Establish and manage systems in the school's Dean of Students Office that enable scholars to reflect, demonstrate ownership of choices, and action plan for the future
- \*Respond to and manage follow through on next steps and communication when students are referred by teachers to the Dean of Students Office such that learning time is maximized, relationships are repaired, and culture remains intact

- Work with teachers, students, and families to create, manage execution of, and track progress against tiered support plans for scholars who need additional interventions to meet behavioral expectations at the school

## School Social Worker

- Assess students with mental health concerns.
- Assist teachers with classroom management.
- Provide crisis intervention
- Develop intervention strategies to increase academic success.
- Help conflict resolution and anger management
- Help children develop social emotional skills.
- Work with parents to facilitate support in their children's school adjustment.
- Identify and report child abuse and neglect

- Individual, Group and Family Therapy
- Strategies for behavior regulation and management
- The Toolbox Project
- Informal behavior plans
- Social Media
- Promise Pearls
- Parent Academy
- Staff SEL training

## **ATTACHMENT H**

Employee Manual/Personnel Policies



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## **Faculty & Staff Handbook**

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**Keeping the Promise**  
**Educating the Whole Child**

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# 1.0 Welcome to Promise Academy!

## 1.1 Welcome

Welcome to Promise Academy Spring Hill! We are delighted to extend a special welcome to you and congratulate you for being selected to be a part of this unique opportunity. As a member of our founding staff you are positioned to help us transform this school and the community! Our goal is simple, to provide every child with a quality learning experience, every day! We are confident that you have what it takes to make our vision and mission a reality. The work will be difficult; however, we have the collective capacity to move forward and place our scholars on an upward trajectory that will lead to their success in college and in LIFE!

The word "Promise" speaks to our commitment to our scholars, families and to each other. We will approach each obstacle as an opportunity to improve our practice and to build our character. Promise Academy is truly a learning institution where learning and teaching are key elements for our scholars, parents, and our staff.

We value our employees' loyalty, talent, and commitment to providing our children with one of lives most critical elements which is a quality education! Our families have entrusted us with providing their children with a rewarding, inviting, caring, nurturing, learning environment. We take this trust very seriously and strive to live up to and exceed our community's high expectations.

Again, on behalf of the core administrative team and board members, we welcome you with open arms to our extended family!

## 1.2 Our Mission

### OUR VISION

Our vision is to be THE model of excellence and innovation in education.

### OUR MISSION

Our mission is to educate, develop and nurture the mind, body and spirit of children so that they emerge as lifelong learners and world-ready leaders.

We approach our mission with a clear focus on academics and with a special focus on reading. This is our commitment to the MIND. We believe that physical well-being contributes to academic success and is essential to children's development and happiness throughout life. This is our commitment to the BODY. We recognize that our children's success in adulthood and their contributions to society all begin as a matter of personal will. We accept the responsibility to nurture our children's will to succeed, to give them a sense of purpose and boundless possibilities and to instill in them the confidence and drive to participate fully in our commerce and culture. This is our commitment to the SPIRIT.

Our success in achieving our mission is demonstrated most clearly through our scholars' proficiency on academic assessments, their placement in effective middle schools and by their accomplishments throughout life. Our rigorous academic program emphasizes literacy and mathematics. We also use research-based curricula to ensure our scholars' mastery of essential knowledge and skills. Our goal is to prepare our scholars for successful entry into high-performing middle schools in Memphis, so that they will continue their academic and social growth through secondary school and be on the path toward college.

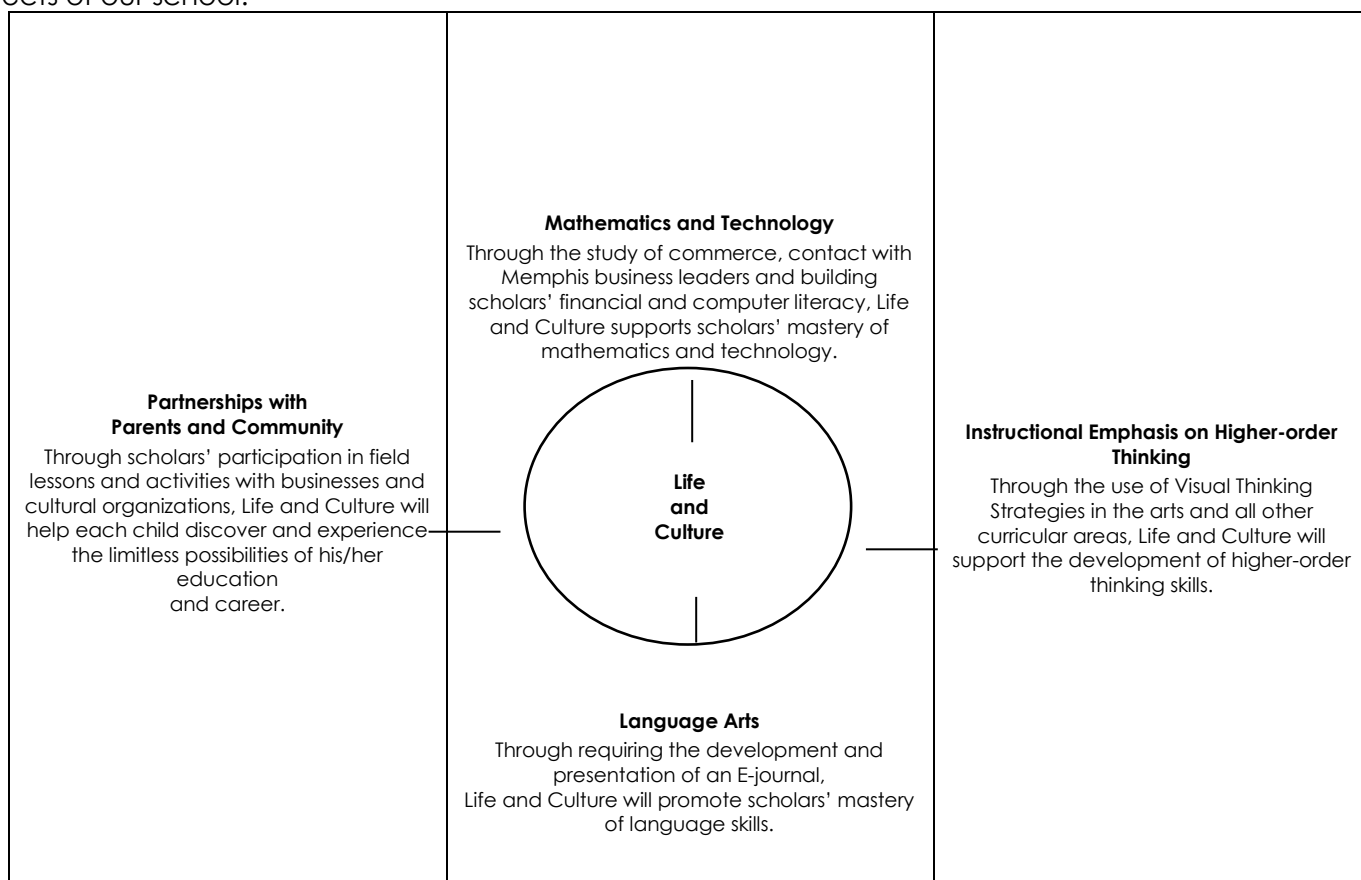
At Promise Academy we are committed to **Keeping our Promise by Preparing Every Child, Every Day, for LIFE!** This commitment is evidenced in how we have designed our instructional program to ensure every child's success. LIFE is an acronym that serves as the key pillars of our instructional program.

- **Learning.** Our primary focus at Promise Academy is learning. Learning is not limited to scholars but extended to teachers, parents and the community as a whole.

- **Individualizing instruction.** We designed our instructional program to meet the individual learning needs of each scholar. We use data to determine how scholars may be best served, then design individualized plans and goals to ensure each scholar’s success.
- **Fun.** We believe school should be a place where the learning process is fun. Research suggests that when scholars are engaged in relevant but challenging learning experiences, their potential to learn is increased and the potential for disruptions and behavioral issues decreased.
- **Exposure.** Scholars are given ample opportunities to explore the world around them through learning field trips. **Exposure** to the world broadens scholars’ horizons and increases their cultural awareness.

### 1.3 Life & Culture

Promise Academy is committed to providing a rich and rigorous academic experience for all of its scholars. We believe that all scholars can learn and achieve at high levels. In order to reach our goal, the school places a heavy focus on ensuring that its scholars are provided with the literacy and numeracy skills that are crucial to future success. In addition to our reading and mathematics focus, we also place emphasis on our Life and Culture curriculum that provides scholars a host of opportunities and teaches them to be active and productive citizens. The Life and Culture curriculum is a unique program that serves as a link between all other aspects of our school.



### 1.4 Admission Philosophy

Promise Academy does not discriminate on the basis of race, sex, color, religion, national, or ethnic origin.

### 1.5 Roles & Responsibilities as Role Models Defined

The following identifies a quick synopsis of the roles and duties of the faculty make-up of Promise Academy.

The *Executive Director* is responsible for overseeing and monitoring the financial, instructional and environmental operations of the school. The Executive Director also solidifies community relationships and additional outside private and/or federal/state funding for the school.

The *Principal* is responsible for creating a respectful, professional, purposeful, welcoming, joyful, exciting environment for learning and working at Promise Academy. This role is empowered to oversee teacher, parent, school communication, teacher/parent issues, scholar recruitment/enrollment, scholar discipline, and attendance, before/after care school program, uniforms, finances/budget and any and all operational responsibilities for the faculty, staff, school and community. The Principal is responsible for scholar learning and ensuring successful teaching in the classroom. This role is empowered with the development/implementation of curriculum, scholar assessments, enrichment, intervention, special education, scheduling, professional development, data analysis, teacher observations/evaluations, classroom management all contributing factors of learning and ensuring a successful learning environment. Teacher observations/evaluations, classroom management all contributing factors of learning and ensuring a successful learning environment.

The *Assistant Principal* is responsible for the management and development of teachers. S/he plans professional development, oversees staff orientation, and take responsibility for the academic program in place at Promise Academy. The Assistant Principal reports to Promise Academy's Principal and serves on Promise Academy's Leadership Team.

The *Director of Special Services* is focused on entirely supporting scholars on Individualized Education Plans (IEPs), English Language Learners, and their teachers. The Director of Special Services (DSS) reports to Promise Academy's Principal and serves on Promise Academy's Leadership Team. The DSS is responsible for the management of all special education teachers and ELL teachers. The DSS plans professional development, oversees staff orientation, and takes responsibility for the academic program in place at Promise Academy.

The *School Social Worker* exhibits leadership, advocacy and collaboration to promote scholar academic, character development and social success. The Counselor will respond to identified scholar needs by implementing a comprehensive school counseling program that addresses academic and personal/social development for all scholars. This role is also responsible for providing support services to scholars, staff, parents and community members, working closely with the DSS and the Dean of Scholars to establish and maintain a productive, tight-knit school-to-community relationship.

The *Behavior Interventionist* is responsible for overseeing the proper implementation of the school-wide discipline plan, scheduled in-school suspension, and other appropriate consequences (i.e. school/community clean-up, etc.). This role also entails developing and implementing a cafeteria plan to ensure a positive, well-mannered lunch experience for scholars and visitors in conjunction with the use of the Teacher Assistants.

The *Boys & Girls Club* provides a safe, structured, and purposeful after care environment that entails the exposure to an abundance of academic, athletic, social, real life and culture experiences. This role is responsible for securing vendors and/or staff members to implement the various before/after care sessions.

The *Director of Technology (DT)* is responsible for effective provisioning, installation/configuration, operation and maintenance of systems hardware and software and related infrastructure. The DT ensures that the system hardware, operating systems, and software meet community requirements.

The *Director of Finance & Operations* is responsible for all of the financial and building operations of the school that includes, but not limited to, building maintenance, purchasing, accounting, financial analysis, payroll, budget, benefits, receipt of money and other human resources requirements.

The [Data Manager](#) is responsible for the entering, maintaining, monitoring and updating all scholar/teacher enrollment, contact and attendance data in the SMS system and any Promise Academy related systems. The SMS Coordinator also assists the Principal. The SMS Coordinator also plans, implements and monitors meetings, events and programs for the school.

The [Teacher's](#) primary responsibility is for the development of curriculum, the instruction of content, and most importantly the success of Promise Academy's Scholars.

Promise Academy Schools partners with Children in Harmony to provide enrichment learning through visual and performing arts activities. These activities occur Monday – Thursday from 3:00 – 3:50 p.m.

At Promise Academy Spring Hill, scholars will participate in exploratory activities that develop the mind, body, and soul. Remaining true to our vision and mission to develop the whole child; mind, body, and soul our instructional program takes a comprehensive approach in which our classroom teachers and support staff are engaging scholars throughout the day using various methods of instruction.

The [Extended Learning Specialist](#) will perform specialized work by assisting teachers in instructing and supervising the activities of scholars to provide a well-organized, smoothly functioning classroom environment. The Educational Assistant is responsible for assisting assigned teachers in preparing instructional materials, preparing classrooms for activities, supervising and assisting children in the classroom and in other areas of the school, reinforcing classroom lessons, providing other assistance as requested, and coordinating special projects as assigned.

#### **1.6 Address & Contact Information**

Promise Academy Spring Hill  
3796 Frayser Raleigh Rd  
Memphis TN 38128

[Office: \(901\)324-4456](tel:(901)324-4456)

[Fax: \(901\)324-4457](tel:(901)324-4457)

[Website: promiseacademy.com](http://promiseacademy.com)

## **2.0 Professional Expectations**

### **2.1 Promise Academy Code of Ethics**

As a faculty member of the Promise Academy community, in working **with scholars** I will: be prepared and model excellence in my profession by continuously striving to learn; provide a safe, fair, collaborative, and positive learning environment; respect each scholar's strengths and weaknesses; offer leadership, guidance, and support in each scholar's social, emotional, and academic progress at school.

As a faculty member of the Promise Academy community, in working **with parents**, I will: inform parents of the specifics of their scholar's social, emotional, and academic progress at school; put issues in perspective using information and expertise to define issues and concerns; offer strategies, solutions, information, teamwork, and resources to help each scholar be successful; offer myself as an open, collaborative, and respectful professional partner to parents.

As a faculty member of the Promise Academy community, in working **with peers and administrators**, I will: keep colleagues informed; work cooperatively with all faculty and administrators; be respectful of fellow faculty members; be positive in all my interactions with peers; be positive in speaking about colleagues

As a faculty member of the Promise Academy community, in working **with information**, I will: honor the trust that has been placed in me to hold all school business and scholar information confidential; pay attention to and take pride in the written materials that I provide my scholars and his or her parents.

As a faculty member of the Promise Academy community, **at meetings**, I will: be prepared and arrive on time; be attentive, engaged, and participatory in meeting activities and discussions; be an active listener and focused solely on the meeting's agenda; be conscious of myself, my body language, and my surroundings.

As a faculty member of the Promise Academy community, in **written communication**, I will: be proactive, timely, and professional in addressing issues and concerns in all written correspondence; be careful about what I write and how I write it because it reflects on my professionalism and the professionalism of the school; use email as an efficient, professional communication tool.

As a faculty member of the Promise Academy community, at **school events and social events**, I will: be kind and thoughtful in my interactions with everyone; remember that I represent Promise Academy's values and everything Promise stands for; remember that my behavior is a reflection of me and my professionalism and that this impacts the school. Honor the trust that has been placed in me to hold all school business and scholar information confidential.

## **2.2 Meetings, Professional Development, School Events**

Designated faculty and staff members are required to attend **ALL faculty meetings**, in-service days, professional development sessions, PTO meetings, and school events. The times and days may vary and can be during normal business hours, before or after business hours, and weekends. In the event of being unable to attend the events, **a written notice must be given to the Principal**. This information will be filed accordingly.

## **2.3 Faculty Contact Data**

It is important that all faculty and staff members keep current personal contact information on file in the business office. All staff members will receive the Promise Academy Faculty & Staff Contact List.

## **2.4 Professional Attire Philosophy**

Scholars are required to wear purple or gold uniforms polo shirts, and khaki/black bottoms which include the following: shorts, pants, skirts, and jumpers. The majority of our scholar uniforms bear the Promise Academy logo. As role models, faculty and staff members are expected to dress according to the Promise Academy Dress Code.

Your appearance has a great influence on scholars, parents and visitors in the building. It is a reflection of the type of work and learning environment we maintain. All clothing should be neatly worn, wrinkle-free, appropriately fitted for the work place, while minimizing unnecessary and excessive distracting skin exposure. The following attire is acceptable during normal working days, meetings, professional development and any Promise Academy events:

### **Acceptable Professional Attire**

#### **Males**

**Clothing:** Male employees are **required** to wear appropriate dress shirts (*please note, all male shirts must be tucked in neatly, daily*), ties, dress slacks/dockers, belts, socks, spirit wear (on designated days)

**Footwear:** Oxford shoes, leather shoes, loafers, dress shoes, casual dress boots

#### **Females**

**Clothing:** Female employees are **required** to wear a dress, dress skirt (*should not be shorter than two inches above the knee*), dress slacks/khakis, capri pants, appropriate blouse/shirt, spirit wear (**on designated days**), and/or denim jacket

**Prohibited Attire:** The following attire is unacceptable during normal working days, meetings, professional development and Promise Academy events:

**Clothing:**

- leggings or jeggings,
- blue denim clothing,
- blue jeans,
- shorts,
- warm up suits (of any kind),
- halter/strapless/spaghetti strap dresses/tops,
- caps (unless for medical reasons),
- dresses/skirts more than two inches from the knee,
- see through blouses/shirts,
- polo shirts,
- t-shirts,
- slim sleeveless shirts (shirts/blouses less than the width of four fingers),
- exercise clothing (pants/shorts/shirts), or
- yoga fitted pants

**Footwear:**

- athletic shoes (unless approved by administration with a doctor’s recommendation),
- flip-flops (good identifier three-prongs visible on the bottom),
- house shoes,
- slippers, or
- Crocs (any type).

**Dress Down, Non-working Days and Summer Attire**

On those days when the dress is relaxed by the administration, employees are expected to dress in good professional taste. It is important to note, the school still functions as a place of business and visitors, board members, and community members are and will always be present. Therefore, when on campus we still require clothing to be neatly worn, wrinkle-free, appropriately fitted for the work place, while still minimizing unnecessary and excessive distracting skin exposure.

Consequences for violating the Promise Academy professional attire philosophy will result in any or all of the following:

- told to go home to change into more appropriate clothing (**this time will count against your paid time off**),
- written reprimand,
- suspension, and
- possible termination depending on the frequency and severity of each case.

We represent what we are teaching our scholars to become – successful!

**2.5 Certification & Highly Qualified Status**

All core classroom teachers MUST have a current professional license on file. It is up to each individual to keep his/her professional certificate current

**2.6 Communication Protocol**

Communication is a crucial factor to the success of our organization. Promise Academy promotes an open-door communication policy with the Principal, teachers, scholars, and parents of the school. It is important that the Principal is informed of all issues that can yield both positive and negative impacts on the school. ***The Principal is your first line of communication to share positive experiences, address inquiries and address issues of concern.***

*School Wide Communication*

Communication will occur frequently and will come in the form of oral or written communication. The main avenues for Promise Academy communication will occur via electronic mail (Promise accounts only), memorandums, newsletters, text messages, phone/voicemail messages and so forth. It is the teachers'

responsibility to check for messages and communication daily. If problems are occurring with the Promise electronic account please notify the Systems Administrator immediately. Inform the Principal and fellow team members. Team members will then make sure you are informed using other communication methods (i.e. verbally, telephone, written, etc.) until the technology issue is corrected. The ultimate bottom line is despite technical difficulties all teachers are still responsible for making sure communication is received.

### *Colleague Communication*

Communication with colleagues during the business day should always be done in a positive appropriate tone. It is important to refrain from excessive joking, making potential offensive comments that could initially be innocent in nature, but interpreted in another nature. It is not expected for communication to occur with fellow colleagues during scheduled instructional hours and assigned duties for the sake of unnecessary distractions. The use of instructional time should be used effectively giving full attention to the scholars, therefore limiting non-scholar or non-developmental conversations with colleagues. Planning time is given daily and is a critical component to ensure proper planning, reflection, and modification of lessons occur. Colleague communication that is not pertaining to these critical elements of Promise Academy should be minimized during these scheduled times to help maximize and increase the entire purpose of your planning period – guaranteeing scholar success. Our work ethic expectations are high and should be evident and visible throughout the duration of the work day.

### *Parent Communication & Relations*

Parent communication should always be in a calming, professional tone. **All conversations with parents should always begin with something POSITIVE!** Communication efforts via phone and electronic mail should always be logged and documented. In-person conversations should always be documented with a copy for the parent and your classroom file. In the case of informal conferences, please summarize the discussion, always recognizing successes, addressing concerns, strategies and solutions finalized. All parent communication, including but not limited phone calls and letters, should be done by the teacher, never the scholar. Teachers **are not allowed** to call parents to pick up scholars for discipline problems.

It is expected that parents are contacted monthly by phone to provide accolades about the child's academic and social development. In addition to phone calls, communication can occur regularly via email as well. This should be logged and documented. **Telephone messages and emails received by parents should be responded to within 24 hours.** Teacher websites should be updated by the last day of In-Service at close of business. All websites should include a recent picture and an updated biography.

### *Scholar Communication*

Oral and written communication with scholars should be on a level that is age-appropriate. It is imperative that proper English and professional tones are used with scholars at all times. Our roles as adults vs. friends with scholars should not be a factor. Scholars should be corrected about correct grammar usage and effective communication. This should be done in a manner that will encourage the child to want to speak and communicate better. Refrain from communicating in a negative threatening manner and also avoid the use of sarcasm.

### *Body Language/Gestures Communication*

Effective communication comes in a variety of forms and fashions (i.e. oral, written, body language). Body language speaks volumes! It is expected that staff members are aware of facial and body language during anytime on Promise's premises. Staff members should refrain from slouching, leaning against objects (i.e. walls, stages, etc.), crossing arms, sitting on tables, desks, stages, talking with hands in an intimidating manner and so forth. This type of negative body language may send a message of intimidation, laziness, or a lack of willingness to perform job duties. Teachers should be highly visible and should be actively mobile at all times monitoring scholars and completing required duty tasks. This will increase work effectiveness, minimize and even eliminate unnecessary incidents from occurring.

## **2.7 Personal Professional Conduct**

A key element of the Promise Academy approach to scholar character development is for our faculty and staff to serve as role models. All employees are expected to conduct themselves with grace, dignity, and respect at all times.

- Offer to help other staff members and be willing to be helped by others (e.g., sitting down to listen, offering or receiving a teaching idea, etc.)
- Believe that a call to teach is no greater or less than the administrator's call to lead or maintenance personnel are to maintain plant facilities.
- With forthrightness, go directly to the person whenever the employee has an objection or disagreement with his or her words or practices.
- Support in public, in private, and in practice any decision arrived at by the administration despite the employee's personal objections.
- Offer differences of opinion by speaking and writing honestly and carefully, by listening fully, and by choosing the appropriate place for doing so.
- Refrain from criticizing scholars, colleagues, parents, administrators, or Board members.
- Work with a spirit of continuous improvement for the organization toward colleagues' professional development, in their specific positions, and for the school as a whole.
- Be alert and willing to act to protect the physical assets of the school and the general safety of fellow employees and scholars. While modeling order, balance, and accuracy. We are careful to remain warm and nurturing. We model a lifestyle of manners and consideration; one that seeks to honor the feelings, needs, and concerns of others.

## 2.8 Telephone Use/Cell Phone Use

### *Classroom Telephones*

Most classrooms are equipped with a telephone. Telephone usage should not occur during scheduled instructional hours. Calls made to parents should be logged accurately and consistently, submitting this data at the beginning of every month as noted on the school calendar to the Director of Scholar Support & Family and Community Relations. Telephone calls made to parents regarding scholar academics and behavior should always be **completed in private**. This protects and respects the privacy of the child as required by the law.

### *Cell Phones*

Cell phones should be used as a secondary communication device not as a primary device. Cell phones should not be used during instructional hours. It should be placed on silent or vibrate throughout the day. Cell phones can be used as a tool to video scholar behavior. However, video should be shown to administration and approved before showing or sending to parents. Cell phone time will be used to synchronize all school activities including but not limited to meetings, EEC drop-off/pick-up, and lunch drop off and pick-up. Promise Academy's goal is to exhume workplace excellence in every way.

Please refer to the Promise Academy cell phone policy.

Please note the following:

1. Cell phones should not be used at any time during the dismissal process.
2. Earbuds and Bluetooths should not be worn during school hours.
3. As an employee, you are **not** required to disclose your cell phone number to parents. Please use discretion when doing so.
4. Promise Academy is not responsible for lost, stolen, or broken devices.

## 2.9 Computer Use

Computer usage should be limited to school-related activities only during instructional and work hours. Technology can be used for research for planning and instructional reasons. The key to remember is we are



role models for our scholars and every single action reflects our high expectations of scholar and teacher work ethic/performance. Please refer to Promise Academy computer use policy.

## **2.10 Faculty & Staff Use of Social Networks & Blogs**

Given the explosive growth and expansion of "social networking" technology such as MySpace, Facebook, Twitter, Instagram, Pinterest, etc. and related resources such as blogs and other web-based discussion forums across all areas of modern life, Promise Academy has adopted policy to provide guidance to employees when using these networks in a school or scholar related context.

Employees are not permitted to post pictures, videos, or make comments on social media during school hours. Scholars must have a media release in order to appear on the school site and social media. No scholar should appear on employee personal social media pages or websites.

Please refer to Promise Academy social media policy.

### **Parameters and Context**

We realize that social networking bridges both the work life and personal life of employees -- and thus, some cross-over and conflict of responsibilities may occur. The school's interest is in defining the educational and work-related contexts of social networking and blogging, for the protection of our employees, scholars, and the school community as a whole.

**Note:** While certain references are made to "scholars" in this policy, the primary "audience" to whom the policy applies is our adult community -- principal, faculty, staff, and administrators or other adults acting on the school's behalf.

### **Key Principles**

Interacting on-line with each other, with scholars, with alumni, and with others outside of the school community is, in its essence, no different than interacting with these groups face-to-face -- i.e., we are required to maintain the principles of respect, dignity, prudence, professionalism, concern for and protection of children, and safety in all interactions.

## **2.11 Smoking**

Promise Academy is a smoke-free campus and is strictly prohibited on the premises.

## **2.12 Parent Teacher Organization (PTO) - Pending**

It is imperative we set the tone for parents. A great way to increase and enhance parental involvement and parent-teacher-school relationships is to increase the opportunities for communication and an exchanging of the minds between all involved. PTO stands for PARENT TEACHER ORGANIZATION. We plan to strengthen our PTO involvement on a school level further connecting all of our teachers and the Promise Community. This will open up continuous communication opportunities allowing the parents to hear firsthand what their scholars' successes and concerns are on a more immediate and frequent basis.

We are requiring all teachers to become involved with our PTO since this is one of the organization's ultimate purposes. This relationship will put us closer with the parents, strengthening our parent-to-school communication. PTO is responsible for supporting our school on a moral and financial level, purchasing needed items for programs, classrooms and the school (i.e. instructional materials, rugs, software, communication boards, etc.). **Each grade should have at least one teacher present to attend PTO meetings that occur on the fourth Tuesday of every month at 5:00 p.m.** PTO fees are \$5.00 for the entire year. By the end of the year, all teachers should have attended at least one of the PTO meetings.

# **3.0 School-wide Discipline/Classroom Management**

## **3.1 School-wide Rules**

The school rules were developed to provide a positive, productive working environment conducive for learning. It is our responsibility to provide an environment that is safe, secure, and orderly. The following rules will be consistently enforced and monitored throughout the school to meet this Promise Academy goal: All scholars are expected to ultimately,

**Be Ready, Be Respectful, Be Responsible**

Practice self-control.

- a. Listen and follow directions.
- b. Keep hands, feet, objects, and harmful comments to yourself.
- c. Conduct yourself respectfully and properly in the classroom, hall ways, restroom, cafeteria and assemblies. (Raise your hand to speak, do not talk while others are talking, use inside voice, etc.)
- d. Use walking feet.
- e. Use inside voice.

We have established silent zones known as **ZONE ZERO** throughout the school. **ZONE ZERO** is anywhere outside of the classroom, hallways, restrooms, stairwells. It is the teacher's responsibility to make sure ALL scholars are in not making any noise in the designated silent zones.

**Hallway Conduct**

All scholars are expected to walk *silently* on the *right side* of the hallways. We must respect other teacher's right to uninterrupted instruction, minimize distractions and maximize our scholars' learning experiences. Teachers are expected to emphasize the importance of hallway expectations. Below is the H.A.L.L. method which should be used in order to have effective hallway management.

**H-** Hands to your side

**A-**All eyes forward

**L-** Lips closed

**L-**Low speed

**Restroom Conduct**

The restroom has also been designated as a **FLUTTER ZONE**. Scholars will quietly enter *empty stalls only* in the restroom with consistent monitoring by the classroom teacher(s). If all stalls are in use, scholars should wait patiently outside the restroom with their class until a stall becomes available. Scholars will keep their areas clean and respect the school property. Pencils, pens, crayons and other items that may leave marks or cause damage are not allowed in the restroom. Teachers are responsible for making this expectation a norm.

**Cafeteria Conduct**

All scholars are expected to enter the cafeteria quietly in a straight line. Scholars must use their quiet voice at all times. To help control the noise level scholars will be allowed to speak with the scholar to the left and the right of them only. For safety reasons, we ask that scholars do not share food. Teachers must still model and teach appropriate cafeteria conduct. The first two weeks of school, teachers are expected to sit with their class to monitor and model appropriate cafeteria behavior and expectations.

Parents are allowed to eat lunch with scholars and bring in outside food. Parents/guardians/visitors **MUST** sit at the family table, they are not allowed to sit with their child's class during lunch time.

**3.2 School-wide Values Component**

Promise Academy is dedicated to providing our scholars with a well-rounded social, academic and values-filled curriculum instilling permanent life-long morals along the way.

The official **PROMISE PLEDGE** of Promise Academy is as follows:

- I promise to do my best today.
- I promise to listen and follow directions.
- I promise to think and act responsibly.
- I promise not to waste this day because it will never come again.

In order to obtain and maintain the Academy's PROMISE successfully our scholars will learn and implement the following values daily:

**ATTENTIVENESS**

- I will look at people when they speak to me.
- I will ask questions if I do not understand.
- I will sit or stand up straight.
- I will not draw attention to myself.
- I will keep my eyes, ears, hands, feet and mouth from distractions

**RESPECTFULNESS**

- I will obey my authorities immediately.
- I will have a cheerful attitude.
- I will complete all that I am expected to do.
- I will not complain.
- I will go the "extra mile."

**TRUTHFULNESS**

- I will tell the truth.
- I will encourage others to tell the truth.
- I will not cheat or steal.
- I will admit it when I am wrong.
- I will not exaggerate to make things seem different than what they are.

**GRATEFULNESS**

- I will show my parents and teachers that I appreciate them.
- I will write "Thank You" notes.
- I will take care of my things.
- I will be content with what I have.
- I will count my benefits rather than my burdens.

**GENEROSITY**

- I will share what I have with others.
- I will recycle.
- I will not expect anything in return for my generosity.
- I will give my time and talents.
- I will praise the good I see in others.

**ORDERLINESS**

- I will pick up after myself.
- I will keep my work and play areas clean and neat.
- I will put things back where they belong.
- I will use things only for their intended purposes.
- I will return lost things to their rightful owners.

**FORGIVENESS**

- I will be quick to forgive.
- I will not cover up my own wrongs but will be quick to ask for forgiveness.
- I will not seek revenge.
- I will respond kindly to those who hurt me.
- I will not take up offenses for others.

**SINCERITY**

- I will be all that I can be.
- I will take responsibility for my own actions.
- I will respect others' opinions.

- o I will always mean what I say.
- o I will not take advantage of other people.

**VIRTUE**

- o I will do what is right and encourage others to do the same.
- o I will guard my eyes, ears, words and thoughts.
- o I will learn to stand alone.
- o I will abstain from anything which might damage or pollute my mind or body.
- o I will treat others as I would want them to treat me.

**RESPONSIBILITY**

- o I will follow directions at all times.
- o I will turn in homework daily.
- o I will wear my uniform proudly and properly.
- o I will be responsible for my own learning.
- o I will be responsible for helping my community.

### **3.3 Discipline Procedures**

The sole purpose of establishing an appropriate code of conduct is to maximize our scholars' instructional time, minimize negative behavior, increase and recognize positive behavior, while at the same time empowering our teachers with enough authority to immediately, and in some cases, strategically, dissolve unnecessary discipline issues.

This plan is wholeheartedly monitored and supported by the administrative staff and board members of Promise Academy and can and will be adjusted as needed to insure the success and effectiveness.

All teachers will have a classroom management system about expectations, procedures, rules, consequences, etc. on file and will abide by this system continuously and consistently. Teachers will adjust the classroom management system as needed to maximize the success of minimizing discipline issues and increasing invaluable instruction time.

Teachers will use the following management strategies when a scholar has a misbehavior. These strategies are designed to minimize interference during execution of instruction. The following sequence should be followed when managing misbehavior in your classroom.

Note: Once scholars have internalized the routines and procedures, teachers will use one strategy from steps 1-3 prior to giving a check.

1. Narrate the Positive while making eye contact with the misbehaving scholar
2. Move in closer proximity to the misbehaving scholar
3. Use a nonverbal gesture to correct the scholar's behavior
4. Give the scholar a check (verbal or nonverbal)
5. Have a scholar stand
  - a. If on the carpet, the scholar will stand behind the carpet to not disrupt instruction
  - b. If at desks/table, scholar will stand behind the desk
6. Speak with scholar away from other scholars(Peace Corner Pass can be issued)
7. Scholar desk removed from the community
8. Call the office to have the scholar escorted to Dean of Scholar's /DSS Office
  - referral must be written before removal
  - Steps 1-7 must have been completed before referral

Consequences have been established based on the needs of individual classrooms. The responsibility levels have also been established. This policy is a collective, collaborative effort between school administrators, teachers, parents and the community.

Based on the severity levels of offenses, the parents/guardians may be automatically required to meet with the administrative team and/or discipline committee to establish an appropriate, effective plan of action for the scholar.

**The Peace Corner**

The Peace Corner is a strategy utilized by the Professional School Counselor and Dean of Scholars when a scholar is in need of a brief 15-minute reflective time out for the school.

**In-School Suspension/Detention**

In-school suspension or detention will consist of appropriate work packets prepared by the classroom teacher, school community service, written acknowledgment of school rules/expectations, engaging discussions, reflections, and seminar participation regarding character education, making the right choices, etc. with the Dean of Scholars and in some cases the Professional School Counselor or administrators as well as other appropriate documented activities.

**Out of School Suspension**

In the event of having to issue an out-of-school suspension, scholars may have a character education or apology letter to complete at home. The Dean of Scholars will place the course of action in Power Teacher on the scholar's behavior log. Each scholar must have a Suspension Clearance Permit to return to class upon returning to school.

All classwork and assessments will not be able to be made up. Scholars will receive a grade of 60 for assessments only. Attendance during a suspension is unexcused.

**It is important to note, Promise Academy will in no shape or form participate in the use of any type of corporal punishment. Corporal punishment can be defined as the physical punishment of a scholar including the use of unreasonable or unnecessary physical force or physical contact made with the intent to cause harm or cause pain. This is the policy statement**

Promise Academy Code of Conduct		
LEVEL 1 OFFENSES	POSSIBLE CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Excessive talking</li> <li>• Classroom interruptions</li> <li>• Not following directions</li> <li>• Inappropriate and excessive noise</li> <li>• Inappropriate non-instructional material</li> <li>• Cheating</li> <li>• Uniform code violation</li> <li>• Throwing objects in the classroom</li> <li>• Possession of cellular phones</li> <li>• Excessive tardiness or early releases more than 3 times</li> </ul>	<ul style="list-style-type: none"> <li>• Verbal warning</li> <li>• Classroom intervention strategies (School-wide stop-light clip moved)</li> <li>• Loss of privileges (i.e. recess, fun classroom activities)</li> <li>• Lunch detention, after school clean-up</li> <li>• Parent communication (phone, email, written notice)</li> <li>• Overnight suspension</li> <li>• Voluntary Withdrawal</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> </ul>

LEVEL 2 OFFENSES	POSSIBLE CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Disrespect/Defiance</li> <li>• Inappropriate language</li> <li>• Inappropriate gestures</li> <li>• Cheating</li> <li>• False accusations</li> <li>• Inappropriate behavior in the hallway/restroom/cafeteria</li> <li>• Inappropriate support class conduct</li> <li>• Inappropriate recess behavior</li> <li>• Inappropriate classroom conduct</li> <li>• Possession/use of matches, lighters, or fireworks</li> <li>• Possession of over the counter medication (i.e. aspirin, cough medicine, cough drops)</li> <li>• Possession of tobacco products</li> <li>• Continuing to engage in same Level 1 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom intervention strategies (School-wide stop-light clip moved)</li> <li>• Written notification to parents</li> <li>• Loss of privileges (recess, grade lunch detention)</li> <li>• Written reflection</li> <li>• Parent-teacher-scholar conference</li> <li>• Establish written behavior management plan that must be monitored, documented</li> <li>• Overnight suspension</li> <li>• Suspension</li> <li>• Voluntary withdrawal</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• PARENT LEVEL</li> </ul>
LEVEL 3 OFFENSES	POSSIBLE CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>• Obscene written gestures</li> <li>• Theft less than \$500</li> <li>• Profanity</li> <li>• Bullying/pushing/shoving/kicking/slapping</li> <li>• Vandalism</li> <li>• Forgery/plagiarism</li> <li>• Altering communication information sent home</li> <li>• Insubordination</li> <li>• Leaving classroom without permission</li> <li>• Potentially dangerous activity (such as throwing chairs and food fights)</li> <li>• Continuing to engage in same Level 2 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Automatic classroom intervention strategies (School-wide stop-light clip moved to PURPLE)</li> <li>• Automatic documented communication - written note, phone call</li> <li>• Loss of privileges</li> <li>• Lunch detention,</li> <li>• Automatic parent-teacher-admin-scholar conference</li> <li>• Referral to office based on severity</li> <li>• Establish written behavior management plan that must be monitored, documented</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION (based on severity)</li> <li>• PARENT LEVEL</li> </ul>

	<ul style="list-style-type: none"> <li>• Overnight suspension</li> <li>• Voluntary Withdrawal</li> <li>• Suspension</li> </ul>	
<b>LEVEL 4 OFFENSES</b>	<b>POSSIBLE CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>• Weapons (i.e. pocket knives, fire arms)</li> <li>• Pulling fire alarm</li> <li>• Fighting</li> <li>• Inappropriate touching</li> <li>• Inappropriate exposure</li> <li>• Unauthorized and/or inappropriate internet sites</li> <li>• Sexual harassment</li> <li>• Drugs and alcohol</li> <li>• Aggravated assault against scholar resulting in minor injury</li> <li>• Leaving campus without permission</li> <li>• Making a threat, including a false report</li> <li>• Theft over \$500</li> <li>• Profanity, provocative, and/or abusive language directed at school personnel</li> <li>• Continuing to engage in same Level 3 violations</li> </ul>	<ul style="list-style-type: none"> <li>• Referral to office</li> <li>• Automatic classroom intervention strategies (School-wide stop-light clip moved to PURPLE)</li> <li>• Automatic documented communication - written note, phone call</li> <li>• Loss of privileges</li> <li>• Lunch detention, after-school detention In-school suspension</li> <li>• Suspension</li> <li>• Automatic conference with the parents teachers, scholar, DPCIS and Principal</li> <li>• Expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> <li>• PARENT LEVEL</li> </ul>
<b>LEVEL 5-Exit Plan</b>	<b>POSSIBLE CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>• Fighting serious injury or weapon used</li> <li>• Aggravated assault against scholar resulting in serious injury</li> <li>• Assault against visitor (i.e. substitute, volunteer, tutor, etc.)</li> <li>• Threats (serious or non-serious) or false accusations against school personnel</li> <li>• Sexual battery</li> </ul>	<ul style="list-style-type: none"> <li>• Automatic conference with the parents, teachers, scholar, DPCIS, and Principal</li> <li>• Suspension</li> <li>• Voluntary withdrawal</li> <li>• Expulsion</li> <li>• MPD</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> <li>• PARENT LEVEL</li> </ul>
<b>LEVEL 5 State Mandated Zero Tolerance</b>	<b>POSSIBLE CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>• Assault/aggravated assault against school personnel</li> </ul>	<ul style="list-style-type: none"> <li>• Automatic conference with the parents,</li> </ul>	<ul style="list-style-type: none"> <li>• TEACHER LEVEL</li> <li>• ADMINISTRATION</li> <li>• PARENT LEVEL</li> </ul>

<ul style="list-style-type: none"> <li>• Possession /sale/distribution of illegal drugs or unauthorized prescription drugs</li> <li>• Possession/concealment/use/sale/distribution of firearms or explosive devices</li> </ul>	<p>teachers, scholar, DPCIS, and Principal</p> <ul style="list-style-type: none"> <li>• Voluntary withdrawal</li> <li>• Expulsion</li> <li>• MPD</li> </ul>	
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\* Subject to change based on new discipline issues developing.

### 3.4 Referrals to Office

Teachers that are experiencing offenses on the 3<sup>rd</sup> and 4<sup>th</sup> level of the discipline policy should fill out the **Discipline Referral Form**. This form must be submitted to the Dean of Scholars. Scholars should not be sent to the Dean's office by themselves or without this form. Scholars with a written discipline referral form should be accompanied by an adult at all times, no exceptions. If this is the case, it is the duty of the Dean of Scholars to immediately notify the Guidance Counselor. All scholars should be supervised at all times. Scholars should never be left in the hallway for discipline purposes.

**Teachers should call parents regarding behavior, but consequences should never be discussed. All questions regarding consequences should be referred to the Dean of Scholars or Administration.**

A **Behavior Management Plan (BMP)** should be developed for all scholars that exemplify documented (behavior logs, notes home, call log/purpose, etc.) habitual behavior issues. The **BMP** should be established in conjunction with the classroom teacher, parents and Professional School Counselor. In the event of a child receiving Special Education Services, then the plan should be developed with the Special Education teacher in an official IEP meeting. The plan should record priority targeted behaviors that must immediately be addressed (i.e. keeping hands to self, staying in the seat, leaving the classroom, etc.). It should include a **Plan of Action** to minimize and eliminate the behaviors specifically for that child. It should also include incentives and consequences. More importantly the plan must be implemented, monitored and documented regarding the progress, consistently. In the event the plan is not as successful, another **BMP** meeting should be held to establish more stringent strategies to minimize the child's behavior while maximize his/her learning time. *This plan should be shared with all support staff members and any other member that comes in contact with the child.*

### 3.5 Classroom/Hallway Management

Classroom management is a critical factor because it contributes to the teacher being able to maximize the scholars' learning experience. Classroom management strategies should be clearly defined and consistently implemented. Teachers are ultimately responsible for making sure a solid classroom management system that includes systems and routines is in place.

One critical factor in effective classroom management is making sure teachers are present in the classroom at all times. **Absolutely under no circumstances should a teacher leave the room when scholars are present for any reason. Teachers should also never leave scholars in the hallways or cloak rooms unattended, nor spaces where they cannot be seen or supervised.** In the event an emergency should arise that requires you to leave the room or your class unattended in the hallway you must ask a teacher or grade level teacher assistant to stand in the hall and watch both classes until you return. Any teacher who chooses to leave their class unattended will be subject to immediate corrective discipline actions that will include, but not limited to, written reprimands, suspensions, and possible termination.

Teachers will be required to complete a classroom management plan that will address classroom rules/arrangements, procedures, transitions, consequences and rewards. This plan should be submitted to the Director of Instruction for review and approval by Thursday of in-service week.



### **3.6 Scholar Uniform**

We are a proud uniform school. Our selected uniform attire reflects an extremely professional appearance, increases confidence and self-worth, minimizes discipline issues, and most importantly sets Promise Academy apart from others.

Uniforms are a major component of Promise Academy's school culture and should be abided by daily and enforced by all faculty and staff members accordingly.

We have a required school uniform for several important reasons:

#### **Uniforms unite us as a community**

When you look at a group of scholars in the Promise Academy uniform, it is a powerful visual statement of our community. Scholars make a commitment that when they put on the Promise Academy uniform; they are agreeing to live up to the school's high expectations.

#### **Uniforms reduce distractions and clothing competition**

Often scholars spend more time discussing and evaluating what others are wearing or not wearing than they spend focusing on learning. Wearing uniforms eliminates this distraction.

#### **Uniforms make us all equal**

Whether families have high incomes or low incomes, the scholars come to school looking the same way. No one is made to feel bad about the clothes they have or don't have.

#### **Uniforms look professional**

Scholars look neat when they arrive to school with shirts tucked into their pants. The scholars come mentally prepared for school and "dressed for work."

Teachers will do a uniform check at the beginning of the school day. Scholars will not be allowed to attend class after 2 uniform violations until their parent/guardian brings the correct attire. Classwork and/or assessments will not be made up. The scholar will receive a grade of 60 for missed assessments.

Scholars may not change out of the Promise Academy uniform at any point during the school day. Scholars must wear the Promise Academy uniform during physical education.

## **4.0 Instructional Expectations**

### **4.1 Instructional Philosophy – Driven by Standards & School-wide Beliefs**

Our central and only work is to teach and inspire the mind, body and spirit of our children so that they can succeed in any academic or cultural setting. We are committed to preparing children to excel in the nation's most rigorous schools. Our instructional practices are developed to increase mastery of the established National Common Core State Standards that have recently been adopted by the Tennessee Department of Education. These challenging standards drive our instruction in the classroom.

### **4.2 Curriculum**

Our selected instructional books and technology curriculum will provide strengthening in the following areas:  
Balanced Literacy Components in the Classroom (required for all teachers)

#### **A Definition of Reading**

The term "reading means a complex system of deriving meaning from print that requires all of the following:

A.	The skills and knowledge to understand how phonemes or speech sounds are connected to print.
B.	The ability to decode unfamiliar words.
C.	The ability to read fluently.
D.	Sufficient background information and vocabulary to foster reading comprehension.
E.	The development of appropriate active strategies to construct meaning from print.
F.	The development and maintenance of a motivation to read.

**Promise Academy will always focus on the major components of reading as outlined in our charter:**

- 1. Phonemic Awareness**
- 2. Phonics**
- 3. Vocabulary**
- 4. Comprehension**
- 5. Fluency**
- 6. Writing**
- 7. MOTIVATION**

#### Read Alouds

Teacher reads a story aloud to the scholars. Scholars are able to hear more complex language patterns that would be too difficult for them to read on their own. It provides opportunities to engage children in discussions that involve asking questions, making predictions and offering opinions.

#### Shared Reading

Teacher reads with whole group using enlarged print. Reading may be from big books, poetry/song charts, alphabet cards and sentence strips. Scholars actively participate in the reading with the teacher's guidance. The teacher uses the supportive context of shared reading to model and teach concepts of print and to help develop reading strategies.

#### Guided Reading

Teacher works with 2-6 scholars with similar instructional needs, in flexible groupings. Scholars are matched with books that ensure success while offering challenges that can be met with some teacher support. (At least 90% accuracy)

#### Independent Reading

Scholars are provided with time to self-select books and read on their own at their independent reading level. (98% accuracy) This daily time helps readers achieve fluency through rereading of both familiar and easy text. Every classroom should have reading boxes with leveled books for scholars to read for pleasure.

#### Model Writing

The teacher models the writing process by thinking aloud while composing and writing a text on a board or large chart paper. Modeled writing should be a brief writing, focused on a few key skills or strategies, related to the learning experiences in the classroom. In modeled writing the teacher “Holds the Pen”. All teachers are required to model writing daily. Grammar mini-lessons must also be provided.

### [Interactive Writing](#)

Interactive writing is shared experience between the teacher and scholars as they collaboratively write a text. Scholars supply all the letters, words and writing strategies they know and the teacher supplies the rest. In interactive writing the scholar “Hold the Pen”.

### [Guided Writing](#)

Scholars write independently on self-selected or prompted topics with teacher guidance and support. All scholars will be tested this year in writing.

### [Vocabulary](#)

Vocabulary development will be taught and emphasized in a meaningful way in all classes.

### [Writing](#)

All K-5 teachers will implement writing components of CKLA. Writing will drive our grammar and spelling instruction through mini lessons. All K-5 teachers will be trained during the week of in-service and is expected to teach writing on the first day of school. A writing plan will be created each week using the CD provided.

The following will take place in order to build a community of writers at Promise Academy:  
Daily Writing instruction of 20-30 minutes per day using CKLA. Teachers will model writing instruction. Scholar work will also be exhibited in the hallways.

The scholars will publish the following:

- Descriptive Writing - Published Work to be displayed and bound
- Expository Writing – Published Work to be displayed bound
- Narrative Writing – Published Work to be bound
- Persuasive Writing / Scholar Choice - Published Work to be bound

### [Teachers Who Build Strong Readers and Writers](#)

- Set high but realistic expectations-and consistently encourage scholars to try more challenging tasks. Teachers monitor scholar use of skills, provide prompts, and offer much “scaffolding” during reading and writing activities.
- Emphasize reading, writing, and literature, through teacher reading, author studies, book discussions, and accessible classroom collections.
- Make the classroom a positive, reinforcing, cooperative environment. Teachers encourage cooperation among scholars and build it into daily activities. They model positive talk and reinforce.
- Provide long, uninterrupted periods for successful reading and writing experiences. Scholars read and write every day.
- Make strong connections across the curriculum. Teachers integrate reading and writing, provide seamless instruction, and employ literacy strategies to help scholars gain content knowledge.
- Teach literacy skills explicitly, in context. Reading and writing tasks provide contexts, explicit teaching, and frequent practice opportunities for scholars.
- Foster scholar self-regulation. Teachers explicitly encourage scholars to self –monitor use of time, organization, and work habits.

- Demonstrate excellent classroom management skills. Their instructional planning is evident, they make rules and expectations clear, meaningfully engage assistants, and give scholars plenty of academically manageable tasks.

### Mathematics

*Eureka Math*—also known as EngageNY—is a complete, PreK through 12 curriculum that carefully sequences the mathematical progressions into expertly crafted modules. Eureka provides educators with a comprehensive curriculum, in-depth professional development, books, and support materials. We will use this program and follow its scope and sequence carefully. **It is expected that all teachers move from whole group to small group in providing effective math instruction. Small group instruction is expected for all scholars who are at-risk.** We have an uninterrupted math block. Supplemental materials for classroom instruction and remediation will be provided.

### Character Education

Promise Academy focuses on a Character Trait each month which is taught by the School Social Worker. Each month, a book is used to teach scholars what this character trait looks like in practice and why it is important to model the trait in order to be successful in life. This process aims to promote positive character and citizenship values, literacy skills, and social skills. The program contains a curriculum that can be used over any length of time. During classroom lessons, scholars read books about such everyday issues as ethnic discrimination, fighting, and bullying, and elaborate on central themes through role-playing and discussions practiced in school and at home. Emphasis is given to promoting caring relationships between teachers and scholars and among scholars and to connecting the values taught through scholars' personal stories.

### Technology

All scholars will attend the technology lab for 50 minutes 2 times per week using one of the following programs for remediation or enrichment:

- Odyssey by Compass Learning (K-2<sup>nd</sup>) builds confidence by starting scholars off at their highest level of proficiency and guiding their acceleration forward. Odyssey assesses each scholar's areas of need and prescribes an individualized learning path filled with rich, fun, and exciting instructional content built to motivate them while helping fill in the gaps. Plus, the curriculum is Common Core and state standards-aligned, so we'll know that your scholars aren't just catching up—they're meeting the mark.
- Myon – is an award winning personalized literacy environment that incorporated a state of the art learning platform with enhanced digital content. Myon gives scholars access to an online library with text selections that spark scholars' interest and encourages a love for reading.

### 4.3 Lesson Plans

Lesson plans are a written outline of the daily activities in each of your classes. Submitting lesson plans encourages us to put our teaching goals in writing. Writing fabulous lesson plans does not guarantee a successful day. However, we cannot be effective on an ongoing basis if we do not have a goal, a specific destination, time frame, with continuous monitoring and adjusting as needed.

All lesson plans should include re-teaching activities for those scholars who do not master skills the first time. Remember it is the responsibility of the teacher to teach until all scholars have success. All teachers must completely cover the required Tennessee State Standards and Common Core Standards. **All lesson plans should be submitted by Thursday afternoon by 12:00pm.**

- K-4<sup>th</sup> Grade ELA should be uploaded to the shared drive each week.
- K-4<sup>th</sup> Grade Math should be uploaded to shared drive each week.

**Failure to perform this responsibility will be subjected to disciplinary actions.** If you are absent on a Thursday, it is expected that your lesson plans will be submitted at the appointed time (Thursday at 12pm).

**Remember to plan for the entire day. Every minute needs to be used for work. It is always better to have too much material planned.**

#### Minimum Expectations

- Grades K-4 - **all lessons** must be based on State Standards and Common Core Standards.
- CKLA Writing
- Implementation of the selected curriculum
- Literacy must show all **components of CKLA**
- Lesson plans will be monitored weekly
- 9 Researched-based instructional strategies
  1. Identifying similarities and difference
  2. Summarizing/note taking
  3. Reinforcing effort/recognition
  4. Homework/practice
  5. Nonlinguistic representations
  6. Cooperative learning
  7. Setting objectives/providing feedback
  8. Generalizing/testing hypotheses
  9. Cues/questions/advance organizers

#### **4.4 Observations/Evaluations**

##### **Observations**

All classroom, support teachers, and educational learning specialists will be observed weekly during the year. All staff can be observed at any time. The Observation and Feedback Cycle for teacher support will begin in August through December. Failure to provide great first teaching, implement the 9 research-based strategies of Classroom Instructions that Works, implement Write Smart , poor classroom management, frequent complaints on poor instructional practices, failure to submit lesson plans, newsletters, homework plan or assessment data, and/or failure to send home Thursday folders with progress reports and graded papers will lead this administration to place you on formal Professional Improvement Plan for designated time period. Progressive discipline shall be followed for teacher's failure to perform and fulfill required job duties and responsibilities.

##### **Evaluations**

All teachers will be informally and formally evaluated multiple times in an academic year. Informal evaluations are always unannounced. Formal evaluations will be begin in January continuing throughout the school year. Evaluation expectations will be discussed in greater depth during Professional Learning Communities and during Feedback meetings.

#### **4.5 Academic Intervention Plans**

Promise Academy will provide appropriate intervention services to scholars that qualify based on various benchmark and state assessments results. Intervention will be implemented daily and adjusted accordingly to meet the needs of the scholars and increase scholar academic success. Proper training will be rendered to help teachers successfully implement the intervention plan.

#### **4.6 Special Education**

Promise Academy provides required special education services to scholars that qualify. It is the teacher's responsibility to be aware of scholars enrolled in their class that have Individualized Education Plans (IEP's) or 504 Plans. Classroom teachers should schedule a meeting with the Special Education teacher to review the classroom requirements and modifications needed to make sure that scholar is successful.

## Referral Process

If it is suspected a scholar may need additional special education services the following must occur prior to a formal referral:

- Communicate this concern to the School Social Worker.
- Scholar will be added to the Scholars of Concern List. During the Scholar of Concern monthly meeting, the SRT committee will meet and continue to monitor the scholar's progress and how to proceed.
- Teachers should begin to collect classroom assessment data and small group Intervention Logs.
- In the meantime, an intensive academic intervention plan and implemented with teachers and ELS.
- Weekly Progress Monitoring will take place for the identified scholar (14-16 PM points are needed to formally refer). Fidelity checks will be completed by PSC or DSS.
- This information will be reviewed by the RTI Team and then referred to the School Psychologist for review and further recommendations.

## 4.7 Quality Work & Displays

### Elements of Quality Work

**Content and Substance** is the meat of the lesson...the curriculum, the standards...what the scholar should know and be able to master at the end of the lesson. This is listed first because of all ten elements it is the most important. (Curriculum Connections)

**Organization and Knowledge** includes making certain that the lesson is sequenced properly, that the scholars have pre-requisites skills necessary to complete the lesson, that the teacher has planned activities and strategies which answer the guiding question(s) of the lesson. (Curriculum Connections)

**Product Focus** is the end result. Every lesson should have an end result...a project, a product...something tangible that shows that the scholars have learned. Sample products include products such as themes, mobiles, written paragraphs, applications of mathematics, demonstrations, performances such as songs, poems, plays, skits... Therefore, the term, lesson, refers to the amount of time it takes to complete the lesson. One lesson could be fifteen minutes or it could involve three to four days. (Strategies, Extending and Refining Knowledge)

**Clear and Compelling Product Standards** Every lesson should culminate in a product. It is necessary that teachers set clear and compelling standards for that product. This can be done in a number of ways: rubrics, models of exceptional work (exemplars), demonstrations, and examples of "not so perfect" work. Scholars should know exactly what is required BEFORE their work begins. (Strategies, Distributed Practices, et al)

**Protection for Adverse Consequences of Initial Failure** The most effective motivator is to teach scholars on their instructional level. Methods to help scholars be successful include: pairing scholars, breaking learning into parts, teacher monitoring, group work, or peer tutoring. (Distributed Practice, Strategies)

**Affiliation** Scholars learn better when they share their experiences with others. Affiliation can be accomplished through peer groups and cooperative learning, but can also include interaction with the community outside the classroom. Parents, grandparents, community agencies, and those who live in the neighborhood can be included in the lesson (surveys, interviews, etc.) (Collaborative Pairs).

**Novelty and Variety** regularly incorporate something novel or unusual into the lesson. Variety in strategies is a MUST especially with young adolescents who must move and change constantly. During one class period the teacher might use three separate strategies such as direct instruction, an inquiry activity, and then a group activity. (Strategies, Extend & Refine)

**Choice** is power. Include choices into lesson design. For example, scholars may choose HOW to complete an assignment...written, oral, video presentation, etc. On tests, quizzes, you may give scholars the choice of answering five of seven questions. Choice of topics in a written assignment is another method to allow scholars to be more involved in their work. (Strategies, Extend & Refine)

**Affirmation of Product Affirming** a scholar's work is a powerful method of encouraging him to do his best work. This can be accomplished through posting his work, sharing with an outside group such as parents, in a community center, displays in neighborhood businesses, etc. Praise is but a small part of affirmation of performance for a job well done. The scholar needs to share his learning with an audience. (Extend & Refine)

**Authenticity** is a very important element of quality work design. Is the assignment relevant to the scholar? Can the scholar see its usefulness in the real world? Can it be related to something which is important to the scholar? (Motivation, Strategies, Extend & Refine)

## Quality Work Display

### Wall/Door Displays (Scholar Work)

Priority will be given to maintaining outside classroom displays, doors, and school environment. All teachers must help with displays. Door displays should be neat and clean. Both sides of the door are required to be covered with appropriate displays. **If your door display is damaged, repair or change it ASAP.** If doors or bulletin boards are decorated in holiday décor, the decoration must be removed when the holiday has passed. Your displays should reflect scholar work and/or interests.

- Door Display Requirements
- ✓ College Flag hung above the door
- ✓ Outside-College décor & class college graduation year
- ✓ Inside- Theme display (see minimum criteria below)
  - Quarter 1: Welcome Back (July 27th)
  - Quarter 2: Fall or Hispanic Heritage (Oct 21st)
  - December-Quarter 3: Winter (Dec 2nd)
  - Quarter 4: Spring(Mar 10th)
- ✓ Doors may be changed to reflect holidays or other décor, but they must reflect the minimum requirements at the appointed times.

All teachers are responsible for keeping current unit related quality work on display in their assigned area. Grade level bulletin board displays should contain samples from all classrooms. Wall displays must be updated the **first Wednesday of each month or as noted on school calendar**. Make sure the work of every child is posted.

All quality displays should:

- State Title and a clear project description
- State the related standard
- State how quality of project will be determined (Ex: rubric)
- Never contain scores or comments
- Always mounted on construction paper
- Always scholar work
- Never commercially produced materials (No ditto sheets)
- Always reflect the scholars' best efforts.
- Remember Quality work refers to the **quality of the assignment**

## 4.8 Homework

Homework is defined as meaningful and quality work assignment to scholars that is intended to be completed during non-instructional hours. Homework helps scholars to develop self-discipline and a feeling of self-satisfaction and accomplishment. Promise Academy provides a challenging academic environment, since we are preparing our scholars to excel in the nation's most rigorous schools, therefore homework should be given Monday-Thursday.

Assigned homework should always be an extension and reinforcement of what was already taught and learned in the classroom. Homework time is not the time to introduce new skills, but enhance current skills. **Homework should not be given as a weekly packet.** Homework should be able to be completed independently by the scholar.

The total amount of homework assigned will depend upon the grade level of the scholar. The amount of homework normally increases as the scholar progresses through school. During a typical week, the total time for completion of homework assignments should not exceed:

- Kindergarten : An average of 5 - 10 minutes per day
- 1<sup>st</sup> – 2<sup>nd</sup> Grade: An average of 15 - 30 minutes per day
- 3<sup>rd</sup> – 5<sup>th</sup> Grade: An average of 30 - 50 minutes per day

## 4.9 Grading

### Assessment Tools

Periodic assessment is an ongoing process that will provide valuable information about scholars. We will use a wide variety of assessment tools to identify the strengths and weaknesses of scholars, both as a class and on an individual basis. Such information will then be used to plan for effective instruction and remediation, especially in alignment with the Common Core State Standards.

Teachers are encouraged to use informal assessment tools that are included in resource kits (ex: chapter tests, comprehension tests, etc.). These tests should be conducted more frequently and test smaller amounts of material. It is important that we “teach what we test and test what we teach”.

### Grading Guidelines

A minimum of **10 grades** should be taken for Reading/Language Arts, Math, Science and Social Studies. Work that is recorded in your grade book should be kept on file for documentation purposes. We will not back you on a grade without proper documentation.

Grades should be based on a variety of assessments. It is the teacher's responsibility to find a way to make each scholar successful. All scholars regardless of their ability should have success during a school day. Each scholar should be given the majority of their work on their performance level. A scholar cannot be given a D or an F unless the parent has been contacted at least three times (phone, conference, and note). That contact must be documented on the parent contact log.

### CRITERIA FOR GRADING

The assessment of a scholar's academic achievement is used to determine a grade for the scholar. The grading criteria is listed below:

- 10% Homework
  - 10% Projects
  - 30% Class work/Daily work (refers to a formative demonstration of the scholar's ability and includes projects, reports, presentation that scholars are able to complete independently)
  - 50% Assessment (refers to a scholar's culminating, independent demonstration of mastery of skills)
- Assessments can be determined through test scores and/or quizzes.

***Accurate records of scholar performance on these tests must be maintained.***

### CALCULATION OF GRADES

#### Academics

- A= 100-93      Excellent
- B = 85-92      Good
- C = 75-84      Satisfactory
- D = 70-74      Poor but passing-Intervention required
- F = 0-69      Failure-Failure to meet expectations-intervention required

#### Conduct

- E=Excellent
- S=Satisfactory
- N=Need Improvement
- U=Unsatisfactory



Conduct grades are based on behavior and shall not be deducted from scholastic grades. Similarly, academic performance may not form the basis for conduct grades.

### Testing

Divide materials into manageable chunks for tests. If a chapter is long, divide it into manageable parts. Your scholars should have a clear idea of what material will be covered on a test. You don't want to teach the test or read the test to the scholars, of course; but it is a good idea to give study sheets and to plan for a review.

You want your tests to be more than occasions for scholars to parrot information they have memorized. Matching and true-false questions are easy to grade but rarely ask scholars to practice higher order thinking skills. Devise questions that will require scholars to synthesize information and draw conclusions. Ideally, tests will always include some opportunity for scholars to write in paragraph form.

**Assessments and assignments should be graded within 24-48 hours.** This information is your immediate source of data which drives your planning, monitoring, and adjusting planning.

### 4.10 Morning Meetings

Promise Academy will hold a community Morning Meeting. Morning Meeting will begin at 7:45 am in the cafeteria. Morning Meeting helps create communities that are safe, full of learning, respectful, and challenging to all. Morning Meeting should follow set protocol and adhere to time frames, values, and academic themes. Preparation is key!

Morning Meetings are led by the Administrative Team, each Grade Level Team, Honor Society, and Scholar Council on a rotating schedule.

#### Purposes of Morning Meeting

1. Morning Meeting sets the tone for respectful learning and establishes a climate of trust.
2. The tone and climate of Morning Meeting extends beyond the Meeting.
3. Morning Meeting motivates children by addressing two human needs: the need to feel a sense of significance and belonging, and the need to have fun.
4. The repetition of many ordinary moments of respectful interaction in Morning Meeting enables some extraordinary moments.
5. Morning Meeting merges social, emotional, and intellectual learning

### 4.11 Workstations & Academic Choice

All classrooms will integrate academic choice as part of their daily schedule. Children choose their learning activities from a range of choices structured by the teacher. These learning activities are accessible to children through workstations and are introduced to the children through guided discovery. All grades K-5 will have workstations to include (but not limited to):

1. **Reading:** May include trade books, leveled readers, charts, posters, word study materials (letters, words), computers. Books are to be categorized; please review ways to categorize books.
2. **Writing:** Writing may include a variety of bookmaking materials, clipboards, dry erase boards, word walls, resource materials, pencils, paper and computers. Upper grades with limited space, Art and Writing may be combined.
3. **Listening:** Listening centers for book/tape listening and making songs, poems or book tapes. Upper grades with limited space may use part of reading area for listening center.

4. **Math:** May include building materials, puzzles, and math manipulatives such as, geo-boards, parquetry, dominoes, and number boards.
5. **Technology:** May include PowerPoint, web lessons, or reinforcement of classroom lessons.

Academic choice is the practice and performance time of the day. It provides the opportunity for children to actively engage in meaningful work and to practice and perform by themselves and with their peers what they have learned.

Workstations and their academic choices move from free exploration of materials to purposeful work by teacher expectation and modeling. Task cards, reflection sheets, graphic organizers and other recording devices provide children with ways to assess their own learning. Children are provided with time to reflect on their work during academic choice and to share their efforts and learning with the class.

Teachers may use this choice time to informally assess how children apply their knowledge in different areas and to help children see how skills, strategies and concepts relate to learning in other areas.

### **Workbooks**

Remember workbooks should be used for review and reinforcement at home. Workbook pages should never be hung for display in your room. Display work of a more creative value. **Alternatives to Worksheets and Worksheets Don't Grow Dendrites** strategies should be utilized. It is expected that ditto/worksheets and workbooks should not be observed during the school day. Active explicit, systematic instruction should be visible throughout the school building.

### **4.12 Grade Level Academic Expectation Handbooks & Routines and Procedures Booklet**

Generally on the first day of school you want to cover general introductory matters. Teachers will have Grade Level Academic Expectation Handbooks to hand out to the parents during Open House. Parents should sign the expectations.

A grade level academic expectation booklet will include the following items:

- Curriculum expectations
- A list of rules or expectations for behavior & Non-negotiables
- Consequences for when expectations are not met
- Guidelines for grading
- General outline or a list of the units of study
- Notice of the day parent letters and papers are sent home. (Always send home a weekly note and graded papers to keep parents informed. All communication will be sent home on Thursday.)

***The Routines and Procedures Booklet gives a step by step format of school routines and culture.***

### **4.13 Planning Time/Professional Learning Communities (PLC's) & Data Meetings**

All grade level teachers have the same support time for planning. Planning time begins when the support teacher has your scholars. Do not leave scholars in the hall waiting for a support teacher. *Never allow scholars to walk to support classes alone. All teachers must be on time to pick up their scholars from support classes.* During planning times teachers should be engaged in data-driven analysis to improve instruction.

**Data Meetings** are held at least twice per month with the Principal and/or Instructional Coaches.

**Professional Learning Community Meetings (PLCs)** are held on Friday with Principal and/or Instructional Coaches, and other administrative staff members if needed from 2:30-4:30 pm.

#### **4.14 Grade Level Meetings**

During grade level team meetings it is critical that teachers discuss instructional and professional issues. Planning should also include data analysis of scholar assessments.

During each grade level meeting CCSS objectives, assessments, and the next week lesson plans should be discussed. This is a good time to share strategies that have been effective with your scholars. Professional literature should also be discussed. You may also use this time to plan for the semester.

Each grade level meeting should include an agenda that displays the structure of the meeting.

The grade level will keep minutes on a designated form of the team meetings. The grade chair will be responsible submitting the agenda minutes to the Admin Team.

## **5.0 Logistics**

### **5.1 School Hours**

#### *Hours*

School hours are from 7:00 am-4:15 pm. Teachers are expected to clock in no later than 7:40 and report to their designated location no later than 7:45 a.m. and stay until 4:30 p.m. or beyond to ensure all required duties are completed for the day. It is a reasonable expectation that one should expect to spend time each week outside the classroom planning, preparing assessment results, analyzing data to adjust instruction and organizing curriculum in the event these are not able to be completed during daily planning time.

### **5.3 Teacher Timeliness & Absences**

#### *Attendance/Timeliness*

Teachers are expected to report to work on time, every day. All employees MUST clock in upon arrival and clock out at departure. Clocking in and out is also required for employees that leave the campus during the work day. Failure to clock in and out is a violation of company policy. Employees are not allowed to clock in/out other employees under any circumstances. "Buddy punching" is prohibited at Promise Academy and is subject to corrective action up to and including termination.

The Principal, Assistant Principal, and Office Manager must be notified directly no later than 7:00 a.m. if you will be tardy. It is important this type of information is communicated so appropriate coverage arrangements can be made to take care of your class. After notifying the Principal you must communicate with your team leader/co-team leader so they are aware of the situation as well. Substitute teachers must be reserved using the provided online website or by calling Kelly Services, in a timely manner.

Excessive tardiness is disruptive to the learning environment and daily operation of the school. Please refer to Promise Academy time and attendance policy.

#### *Absences*

Please note the importance of staff members being present daily. In the event of an absence staff members are asked to notify the Principal no later than the night before of the absence by 8:00 p.m. via phone, text message, or email. Team Leaders must also be notified of your absence. A substitute folder should be properly prepared that outlines the schedule, required activities and materials. All staff members are expected to complete an Absence Request Form either prior to or immediately after (emergency absences) and submitted for approval and proper filing.

Enriched Services provides our substitute teachers in the event of teacher absences. You must notify the principal and office manager to schedule a guest teacher.

It is extremely important to secure substitute teachers in advance to make sure the substitute teacher is given ample notice to arrive for our scheduled school time, 7:45 a.m. Please be extremely mindful and respectful of this required process to help maintain as much structure as possible for our scholars, other teachers and school. Please refer to Promise Academy time and attendance policy.

#### 5.4 Schedules

Class schedules include over two hours of Reading and Math instruction that includes additional 30 minute blocks for Language Arts, Writing, and Reading Intervention. During scheduled instructional time all faculty and staff members are expected to be on task actively teaching, modeling, demonstrating and monitoring all activity during your planned instructional time. This type of energy and work ethic will decrease the chances of distractions and discipline issues. Failure to comply with the instructional requirements during the scheduled times will result in immediate corrective action. Remember our sole purpose is to serve as highly influential role models and insure the academic success of our scholars so they can perform and adapt to any rigorous and academic setting. **Academic and support schedules are required to be posted outside the classroom door issued for the current year. All classroom schedules will begin the day with the Community Morning Meeting.**

#### 5.5 Grades/Progress Reports/Report Cards

Grades are required to be put in the selected school-wide grading system – Power Teacher. Grades and discipline issues should be entered into the system DAILY for accuracy and reporting reasons. Progress reports should be printed every Wednesday with attached assessment papers and given to the Director of Instruction. The Director will then return the reports for teachers to send home on Thursdays. This is a weekly critical requirement to keep parents informed about their child’s academic success and deficiencies.

Report cards will be generated by the teachers in time for Parent Teacher Data conferences as listed on the school calendar. It is imperative that grades are current and accurate by the designated calendar dates.

#### 5.6 Parent-Teacher Data Conferences

There will be a minimum of three required Parent-Teacher Data Conferences at the end of each report card period. Report cards are issued at these required conferences. In the event you are unable to get in touch with the parent, please notify the Director of Scholars, Family, and Community Relations. Staff members are allowed to have as many conferences as you like because continuous communication with parents is strongly encouraged. Data should be discussed at each conference, outcomes, strategies, strengths and weaknesses are expected to be recorded and filed accordingly each time.

#### 5.7 Scholar Attendance/Tardies/Uniform Notifications

Teachers are required to keep accurate written attendance records in their classroom. Teachers should have a daily sign-in log for scholars as scholars enter the classroom. Scholars will be officially marked tardy in the office at 7:45 a.m. Scholars must stop in the office, receive a tardy slip and enter the classroom. An administrator will contact parents after the 2<sup>nd</sup> absence and 3<sup>rd</sup> tardy of all scholars and facilitate a conference with the parent after excessive tardies and absences.

You will receive an attendance log from the Office Manager. **This attendance log must be properly marked and submitted to the office everyday by 8:00 a.m.** Please remember we strive for uninterrupted instruction, therefore the attendance log must be turned in by that time.

#### 5.8 Textbooks

These books may be taken home with scholars. The teacher must write the scholar's name in each book using black ink. A book check should be held at least one time each nine weeks. **A Textbook Assignment Form will be completed and submitted to the office by the first week of school.** Teachers should keep the signed forms in a safe place throughout the year. Scholars are responsible for keeping their books in good condition. Teachers should caution the scholar not to write in or damage textbooks in any way. Encourage your scholars to use book covers. If a book is damaged a fine is charged to the scholar. When a scholar withdraws from school, the books must be returned.

A record of the number of books assigned to your classroom will be maintained. All books are turned in at the end of the year and checked for damage. When a scholar pays for a lost or damaged book, the teacher will write the scholar a receipt. Please keep an accurate count of the number of record total books in your classroom. Keep any unused books in a safe, stored place in the classroom.

## 5.9 Teaching Materials

Every effort will be made to provide everything you need or would like, within the confines of budget. You are, however, accountable for all teacher's manuals, kits, and supplemental materials that have been issued to you. Because of the huge cost, many materials cannot be replaced if lost/damaged. Please be careful using these materials. Remember, they belong to the school, not you personally. The Principal will ask for any unused materials within the first few weeks of school. We ask that you use supplies economically. Please do not waste or hoard resources.

## 5.10 Supply Materials Request

General classroom supply requests should be submitted to the school secretary on the supply request form or via e-mail. If supplies are available the school secretary will have them available for pick-up within 24-48 hours of the request. Special requests must be approved in advance by the Principal and submitted to the school's office manager.

Only authorized office personnel are allowed access to the office supply closet. Please make your supply requests during school office hours.

## 5.11 Common Bulletin Boards, Display Case & Teacher Resource Room Teachers' Lounge

### Common Bulletin Boards & Display Case

There are bulletin boards that are visible to our parents and visitors located on the main hall of the building. These bulletin boards represent who we are. We are able to display the creativity of our dynamic learning environment

Bulletin boards should be updated monthly. Teachers should use the quality works rubric to determine what should be displayed. Please make sure all bulletin boards, and decorations are academic driven, neat, creative and reflect the quality of instruction and depth of at Promise Academy Spring Hill.

## 5.12 Substitute Folders

Each teacher should complete an updated Substitute Lesson Plan Folder visible in a designated space in the classroom. A 2-inch binder will be made available to store these plans, which should be update **monthly**.

Folders should be prepared with at least three days of plans (you may choose to include more days of work). The following components should make up the folder:

- seating chart
- a schedule which includes lunch restroom breaks, recess, elective classes, etc.
- activities for the day /plans; books/ pages. Activity sheet/workbook, etc.
- dismissal-who leaves and when (daycare bus), and
- classroom procedures/rules (ex. - how and when do they go to restroom, go to the office, go to support classes, etc.)

The folder for this school year should be turned in to the administration by the end of the first full week of school. After review, these folders will be kept in the classroom & updated monthly.

An Emergency grade level Sub Notebook will be housed in the office. This folder will be used in the event of an emergency only (i.e. Teacher absence extends more than 3 days). Grade Level Team Leaders will be responsible for providing classwork in all subject areas for the secretary to copy and keep in the notebook. These notebooks should be updated monthly on the first Friday of the month.

## 5.13 Field Experiences

Scholars will participate in active learning where they will have rich opportunities for learning outside the classroom. Fieldwork has a clear purpose that enriches the work of the learning and allows scholars to be researchers, not spectators. Scholars become active investigators, applying the research tools, techniques of inquiry, and standards of presentation used by professionals in the field. In addition to having scholars conduct Promise Academy Charter School- Commission Application 2022

research outside the school, teachers bring experts from the community into the classroom who collaborate with scholars on projects, teach them skills from their field, and critique their work using professional standards. Field work experiences will take place at the end of each unit or module and aligns with the area of study.

Field work should be planned at least 4-weeks in advance. A field work request form should be completed and submitted to the Office Manager. The Cafeteria Staff should also be notified of about the date of the field trip a minimum of 3-weeks in advance for proper preparation of the appropriate lunches (i.e. sack lunches) once the trip is approved.

Once approved, the field work experience should be planned in conjunction with the business office for securing transportation and financial responsibility.

Money collected for field work experiences must be receipted according to company policy. A signed permission slip is required for each scholar who attends– NO EXCEPTIONS. Verbal permission is **not** allowed. All permission slips must accompany the teacher while on the field trip and be filed in the office immediately after the field work is complete. Scholars that exhibit documented behavior problems, may be accompanied by a parent/guardian or family members.

All teachers and scholars should be properly identified by wearing school badges and appropriate uniforms (i.e. formal uniform or spirit uniforms). All teachers are required to ride the bus properly monitoring scholars and counting frequently to verify the confirmed number of scholars attending the field trip. Scholars cannot be dismissed at a field trip site. Parents must return to the school and officially check-out their child(ren).

#### **5.14 Dismissal Process**

Teachers are expected to be completely prepared for dismissal which will begin promptly at 4:00 p.m. Monday through Thursday, and at 2:00 p.m. on Fridays. Classrooms will transition to the cafeteria as they are called on the intercom. It is important that your classroom walkie-talkies are turned on. Aftercare, daycare, walkers, and bus riders will be dropped off at the designated areas. See School Routines and Procedures Booklet for dismissal protocol.

Dismissal will end promptly at 4:30 p.m. Monday-Thursday and 2:15 p.m. on Friday. All staff members must reenter the building and secure the doors.

At 4:30 p.m. (Mon-Thurs) and 2:30 p.m. (Friday) parents must enter through the main office entrance to pick the scholars up and sign the child out.

#### **5.15 Before & After Care Times/Procedures**

Before care program will be operated on a needs basis. If the needs is determined the operating times will be 7:30 a.m.-7:45 a.m.

Aftercare Program – 3:00 p.m. – 6:00 p.m. Monday-Thursday and Fridays 2:00 p.m. – 5:00 p.m.

The aftercare program is run by the Boys & Girls Club; it begins at 3:00 p.m. and ends at 6:00 p.m. The aftercare program consists of scholars participating in highly engaged, structured, organized academic, and social activities. The Director of Aftercare Services is responsible for the implementation of this program. Parents arriving after the pick-up time could result in removal of their child from the aftercare program.

#### **5.16 Accidents & Scholar Illness**

##### **Accidents**

Any and all accidents no matter how mild should be properly documented on the Scholar Accident Form. Parents should be notified via phone call and letter (Scholar accident form.) A copy should be maintained

and on file in the classroom and office at all times for liability purposes. Please note, faculty and staff members are not allowed to administer any type of medicine (i.e. headache medicine, ointment, creams, etc.) Cuts and scrapes can be cleansed with water only.

### Scholar Illness

Scholars are only allowed to be sent to the office for illnesses if experiencing a fever, vomiting, diarrhea or the presence of a contagious rash (i.e. ringworm). This should be documented on the Accident & Scholar Illness form and must be sent with the ill child prior to entering the office. Teachers will be responsible for calling parents for anything else outside of serious illnesses listed.

### 5.17 Fire/Safety/Tornado/ Lock Down Drills & Exits

The school conducts fire/Safety drills on a monthly basis in accordance with state law. All employees are required to leave their building through the designated fire exit doors (stair wells 1-4) in an orderly and expedient manner upon the sounding of the fire alarm.

Lock Down Procedures- Stay in the classroom, lock the doors, pull down blinds, take children to the back of the room in a Safe area. Tornado drill- Scholars are escorted to the first floor to a designated area by grade, sit against the wall, cover the heads and quietly wait for instructions from the administration.

Employees must remain at least 50 feet from any building, and beyond school driveways and access roads. Employees and scholars are prohibited from re-entering any school building until directed by other senior administrative official supervising the evacuation.

### Procedures to Be Followed by Classroom Teachers

When the alarm sounds, the teacher must escort the class out of the building, according to the designated fire exit for that room. The fire exits are posted in each room.

The teacher is to be sure that all classroom windows are closed, lights off and the classroom door is closed and unlocked.

The teacher must ensure that the scholars exit the building in a quick, quiet and orderly manner.

When evacuating, the teacher must take with him/her the emergency instructions and an updated roster for attendance purposes outside the building once the class has reached the designated assembly location. Teachers must also have the emergency manual to indicate "All Clear" or "Help." Teachers must take attendance and have an accurate count of scholars before signaling "ALL CLEAR."

Assemble as per the evacuation map.

Teachers must have scholars remain at the assembly location until the Administrative Team has checked the building. Teachers and scholars may not re-enter the building until instructed to do so by the fire marshal or an administrator.

### Lock Down Procedures

Stay in the classroom, lock the doors, pull down blinds, and take children to the back of the room in a safe area. Employees must remain at least 50 feet from any building, and beyond school driveways and access roads. Employees and scholars are prohibited from re-entering any school building until directed by other senior administrative official supervising the evacuation.

### Daily Exit Doors

The school is equipped with eight exits.....

### 5.18 Severe Weather/Other Emergency Closings

During inclement weather, listen to local broadcasts on radio, internet resources and television. In the event of inclement weather we follow the Achievement School District Weather plan with discretion and approval of the Principal. All teachers should have current scholar data on hand to contact parents/guardians during early school closings.

### **5.19 Teacher Mailboxes**

Faculty and staff members should check mailboxes located in the main office at least three times a day (i.e. morning entry, lunch time, planning time). Teachers are accountable for any and all material in the mailbox. School notifications will be sent home in a timely manner and a designated day.

### **5.20 Visitors & Volunteers**

Promise Academy proudly welcomes volunteers and visitors in the building.

#### **Visitors**

We are limiting visiting and conferences to times that do not interrupt scheduled instruction, especially during the core content subject areas, reading and math. Visitors are required to check in the front office and must display the visitors pass. In the event visitors are in the building and badges are not properly displayed throughout their visit, please ask the visitors if they need any assistance and request to see the visitor's badge. If one is not available, please redirect to the front office to secure one. Simply notify the office that the visitor (secure a name) is on the way to get a visitor pass.

#### **Volunteers**

Volunteers are here to help our Promise Academy family increase scholar academic success. Promise has volunteers organized by board members or parent volunteers. Our Parent volunteers will be asked not to volunteer in their own child's class. We would like for the parent volunteers to work with teachers, assist in the cafeteria and during assemblies. We would like to minimize distractions, but still promote community involvement.

### **5.21 Handling Confidential Information/Materials**

Below are guidelines to clarify expectations and procedures concerning security of information and records. These standard practices will help ensure the safety and right to privacy of all members of our school community.

#### **Definition of Confidential Information**

Documentation and records including but not limited to all individual scholar, parent, and family information—including grade reports, faculty comments, test results, letters of recommendation, disciplinary reports, admissions applications and files, financial aid information, academic warning lists, library loan information, medical records, financial aid records, and annual fund and capital campaign donations are considered confidential materials. All personnel information—including compensation information, performance reviews, health information, insurance forms, tax forms, e-mail messages, and financial records—is also considered confidential information.

#### **Storage**

Confidential information, (defined above) is to be stored in locked file cabinets in a secure (locked) location. In no case should such information be left out on desks temporarily or overnight or unsecured in an unattended classroom or office.

Scholar files are to remain in administrative offices and may not be taken to classrooms. Teachers and advisers are encouraged to review scholar files for helpful information, but this is to be done in administrative offices.

Computer passwords are to be known only by those employees who have regular need to access information as part of the responsibilities of their position. Computer diskettes, CDs, DVDs, or other electronic or physical



media containing files are to be kept in secure (locked) storage when not in immediate use. Under no circumstances is any scholar to be given a password for a faculty or administrative computer account.

### Computer Security

Employees who use computers (whether desktops or laptops) with Internet access are responsible for securing the computers. The computers are not to be used by scholars without supervision. Consequently, classrooms with computers are to be locked when a teacher is not present. Teachers are encouraged to consult with the Director of Technology for ways to improve security of computer systems. Please see the Acceptable Use of Internet, E-mail, and Electronic Resources policy for further details.

### Faculty Mailboxes

Faculty mailboxes are used for communication of confidential information between and among faculty and administrators. Consequently, scholars are not to be allowed to visit or use faculty mailboxes. If a scholar has a legitimate reason to put something in a faculty mailbox, this should be handled through the administrative assistant in that division.

### Disposal of Records

Any confidential information is to be shredded before disposal, with administrative approval. Shredders are available in several places on campus.

### Transmission of Data

Memoranda containing confidential information must be marked "confidential" at the top. Letters, etc. that contain particularly sensitive information should be distributed in envelopes.

Special precautions should be taken with facsimile transmission (fax) of confidential information. If confidential information, such as scholar records, is faxed to another institution or person, a Promise Academy fax cover form and cover letter must be included that indicate the material is confidential and state to whom the material is addressed. Confidential materials should not be faxed unless someone at the other institution has agreed to receive them. Confidential materials should not be faxed unless there is a compelling reason.

Information about scholars is not to be given out to persons or organizations not affiliated with the school. No scholar information should be revealed over the telephone—even a confirmation of a scholar's enrollment at the school—unless the caller has identified her/himself and the caller is known to have a right to the information. Callers identifying themselves as relatives or family friends should not be assumed to be legitimate or entitled to the scholar information. All such requests require approval of school administration before any information is released. Please consult with the Principal regarding any questions concerning confidential data or materials.

Names and addresses of scholars or employees, school handbooks, photographs, publications, yearbooks, or similar materials may not be distributed outside the school, unless a specific, legitimate use is approved in advance by the school administration.

## 5.22 Suspected Child Abuse

State Family Law of Tennessee is the law that governs abuse and neglect investigations in facilities. State Family Code of Tennessee is the law used in investigations by Child Protective Services to determine if abuse or neglect occurred in a child's own home.

Faculty and staff who suspect that child abuse or neglect has taken place must report immediately to Child Protective Services **1.877.237.0004**. Persons making such reports in good faith are granted immunity from civil and criminal liability that may result from such reporting. Additional training is forthcoming from the Professional School Counselor.

## REPORTING CHILD ABUSE AND NEGLECT

Since protection of children is our paramount concern, all employees who become aware of any suspicious circumstances with any scholar should immediately bring this information to the direct attention of the Principal. For the protection of the child, please do not hesitate to come forward. If there is a reasonable likelihood of abuse or neglect, the designated Principal or the employee will immediately phone a report to the Child Protection Branch (CPB) of the state's Children's Services Division (CSD). CSD will assess the information and take further action, if necessary.

### 5.23 Corrective Action

Any employee who violates the school's policies, guidelines, rules, and/or standards of conduct or performance may be subject to corrective action up to and including termination. Depending upon the severity or frequency of the violation, corrective action may involve a verbal warning, a written warning, suspension, or termination. The school expressly reserves the right to determine the severity of the problem and the preferred method of proceeding in each individual case based on the facts and circumstances involved. Promise Academy encourages our employees to develop and perform to their fullest potential at all times. When an employee's performance or conduct does not meet established standards, we do not look to "punish" but rather to quickly, effectively, and eagerly support the employee in correcting the behavior or improving his/her performance. The school has developed the following general procedures for addressing most behavior or performance issues.

**Please note:** While the school intends to address most common performance issues in the manner described in this policy, employees should be aware that the school maintains all of its rights under the employment relationship (whether those rights are at-will rights or contractual rights, as may apply). The school does not restrict itself from altering its approach to corrective action as circumstances warrant, in the core administrator's sole discretion. There are two common exceptions to the corrective action process, of which employees should be aware.

1. Misconduct or other serious behavioral issues, especially circumstances involving risk to scholars or other employees, will ordinarily be addressed promptly and firmly outside of the process described in this policy.
2. In the case of employees who are new to the school, the school and the employee may quickly determine that there is a misalignment between the employee's skills and interests and the school's needs in the position. In these cases, plans to resolve this misalignment may be handled promptly and separately from the process shown in this policy.

#### Step One—Initial Verbal Warning

When a performance or conduct issue arises, a conversation will occur between the supervisor and the employee, and the employee will be given a reasonable amount of time to correct the deficiency.

#### Step Two—Second Verbal Warning

If the informal counseling is not effective in resolving the issue, the supervisor may choose to continue the corrective action process by providing the employee with a second verbal warning. The time period during which the employee must meet expectations will depend on the nature, severity, and urgency of the issue. The employee should be aware that ongoing performance issues may result in further corrective action.

#### Step Three—Written Warning

If the employee's performance does not meet standards within the agreed time limit of the verbal warning, the supervisor may provide a written warning to the employee, in the form of a Corrective Action Plan detailing the required performance improvements, time line and additional consequences—which the employee will be required to sign in acknowledgement of receipt. This plan will be monitored for consistency and compliance reasons.

#### Step Four – Termination or Non-Renewal of Contract

If the employee's conduct and/or performance does not improve as required, the school may choose to terminate the individual's employment (in accordance with the employee's contract, if applicable), or not renew the employee's contract for the following school year.

Please refer to Promise Academy policy.

#### **5.24 Communication & Open Door Policy**

Open communication is a central element of Promise Academy's culture and values. Supervisors and employees should mutually strive to develop and maintain good working relationships. The school encourages open and honest dialogue about school procedures, work standards, and performance—both formally (during the performance evaluation process) and informally (during the regular course of daily operations).

Promise Academy believes that most issues are best resolved directly between the individuals involved. If an issue arises, employees should attempt to first discuss the issue with the person involved.

**Please note:** a specific exception to this process pertains to issues of harassment or discrimination. For issues of that nature, please see the complaint reporting procedure described in the Harassment policy.

If direct dialogue is not successful, the employee may consult directly with his/her immediate supervisor. The supervisor's responsibility is to meet with the employee in a timely and professional manner to discuss the situation. Supervisors should consider reasonable solutions that would remedy the situation consistent with school policy.

If this does not provide full resolution, the employee may direct the concern to the Principal. Depending on the circumstances and issues involved, the designated Principal will speak with parties involved, investigate as appropriate, and determine a resolution of the matter.

If the employee's concern involves the Principals directly, the employee may direct his/her concern to the Executive Director.

If the employee's concern involves the Executive Director directly, the employee may direct his/her concern to the President of the Board of Directors.

#### **5.25 Critical Blackout Days**

Critical days are identified on the school calendar as days necessary for all faculty and staff members to be present. These are days that should never be taken off and usually are always before and after any holiday/spring break days. In the event these identified days are taken off staff members will not get paid for the holiday. Other critical blackout days that should not be taken off are during scheduled state assessments and the last two weeks of school. The Principal will consider extraordinary circumstances to make exceptions.

#### **5.26 Search of School & Personal Property**

Promise Academy, at its expense, may provide lockers, desks, computers, and other equipment and property for the convenience and use of our employees. Although this equipment is made available for the employee's convenience, the employee should remember that all lockers, desks, vehicles, computers, and other equipment remain the sole property of Promise Academy. Moreover, the school reserves the right to open and inspect lockers, desks, computers, and any other school equipment made available to the employee, as well as any contents, effects, or articles that are in such lockers, desks, or other equipment. Inspection can occur at any time, with or without advance notice or consent, during, before, or after working hours by any person appropriately designated by the school.

#### **5.27 Leaving Campus during the School Day**

Teachers are allowed to leave campus during their designated lunch time. Teachers must clock out and back in. Please be mindful that lunch is only 30 minutes and scholars are never to be left unattended.

#### **5.28 Assigned Copier & Copier Use**

All staff members will be assigned a copier code number. Faculty and staff members must use the copiers located in the designated area. The data Manager will make sure major bulk copies are made (i.e. benchmark assessments) and will not be counted against your allotments.

In the event a copier has malfunctioned, immediate and proper notification should be given to the school secretary. Scholars should never be sent to the office to request any of the secretaries to make copies. Items will be sent back to its original destination. **Copiers should never be used during instructional time.** Teachers should never give scholars permission to use the copier or make class copies. Please make sure planning time is used properly and effectively. Teachers who use the copier during instructional time or allow scholars to use the copier will be subject to corrective action.

### 5.29 The Administrative Office

The administrative office is limited to the administrative staff only. Important confidential information is held there and this particular office space should be protected and respected. Faculty and staff restrooms are located on the west wing of the building near the library. The teachers' lounges are located on the East and West wing of the building. Parents are asked to use the restroom located near the old main office on the West wing of the building.

## 6. Technology & Technology Acceptable Use

### 6.1 Technology Equipment (Laptops, Battery Packs/Chargers, etc.)

All administrators, and core classroom teachers will receive a laptop for school-related use. Promise Academy takes pride in being able to supply our staff members with technology that will allow all work related responsibilities to be completed. The employee is responsible for school issued property. It is extremely important that proper care is rendered while this equipment is in your possession.

### 6.2 Laptop Preservation Schedule

To help preserve your work-related laptops the Systems Administrator will service this equipment on a monthly basis. This time will also be used for the Systems Administrator to assess any type of damages that can decrease the proper use of the laptop. Any type of damage and service issues will be properly documented and handled accordingly.

Please abide by the following Laptop Preservation Schedule:

<i>1st Week of the Month</i>	Kindergarten Teachers
<i>2nd Week of the Month</i>	First/Second Grade Teachers
<i>3rd Week of the Month</i>	Third Grade Teachers and Support Teachers
<i>4<sup>th</sup> Week of the Month</i>	Fourth/Fifth Grade Teachers and Administrative Staff

### 6.3 Technology Assistance Request

In the event of technology malfunctions, the IT department should be notified by properly completing the appropriate Technology Service Request form. The IT department will not be able to service any technical issues until this form is received. A member of the IT department will then respond to the request within a 24-48 hour time frame.

### 6.4 Acceptable Internet/Network Policy

Please refer to Promise Academy Acceptable Internet/Network Policy

## 7. Human Resources & Finance

### 7.1 Equal Employment Opportunity

Promise Academy believes that each individual is entitled to equal employment opportunity without regard to race, color, religion, gender, national origin, age, disability, genetic information, veteran status ... or any other characteristic protected under federal, state, or local anti-discrimination laws. The school's equal

employment opportunity practices extend to recruitment, hiring, selection, compensation, benefits, transfer, promotion, training, discipline, and all other terms, conditions, and privileges of employment. All employees are responsible for complying with the school's equal employment opportunity policy.

## 7.2 Collection & Receipting Money

All money collected from scholars must be receipted. Each teacher will be issued a receipt book and money bag. Please document in the receipt book the amount, scholar name, grade/section and purpose for taking money (i.e. 1<sup>st</sup> grade Children's Museum Trip, Dress Down Day, etc.) **All money must be turned into the office daily by 8:25 a.m.** Money should not be kept in the classroom overnight. You are responsible for money that is not properly submitted. If you receive a check from a scholar, the scholar's name, grade section, and teacher name should be documented on the front of the check. Total money and receipts submitted to the office must balance.

Please refer to Promise Academy Policy for a comprehensive text of company policies and procedures including but not limited to the following subjects:

**ADA/Disability Accommodation**  
**Unlawful Harassment (Including Sexual Harassment)**  
**Whistleblower and Non-Retaliation Policy**  
**At-Will Employment**  
**Employment Contracts**  
**Contract Cycle and Timing**  
**Pay Periods**  
**Direct Deposit**  
**Pay Advances**  
**Payroll Deductions**  
**Personal/Sick/Bereavement**  
**FMLA/Medical/Military Leave**  
**Workers Compensation**

**Benefits/Insurance/COBRA**  
**Overtime**  
**Jury Duty**  
**Drug-Free Workplace**  
**Employment Termination**  
**Workplace Violence Prevention**  
**Employee Probationary Period**

## 8. Building/Room Maintenance

### Building Maintenance

Please direct all needs concerning building maintenance to the front office.

### Classroom Maintenance

Procedures should be established, taught, and practiced that teach children how to properly use, store classroom materials and care for their physical environment.

The classroom should be kept neat and clean at all times. Remember first and any impressions are lasting impressions. Excessive materials must be removed properly. Report anything that is broken immediately so that it can be repaired. A well-organized classroom with materials properly displayed and neatly arranged is a must for a creative learning environment. Your classroom represents our work environment, our scholars, and more importantly yourself.

Please consider:

- ◆ Classrooms should be arranged in such ways to allow the practices of Great First Teaching to occur (i.e. properly/neatly labeled, established literacy/instructional centers, collaborative areas, etc.)
- ◆ Be safety conscious
- ◆ Windows and doors may not be blocked with classroom furniture.
- ◆ Scholars may not place advertisements or posters on walls or elsewhere unless permission is granted by the principal.
- ◆ Plants need something waterproof under them to handle overflow.
- ◆ Be careful in using masking tape or other adhesive materials for display on walls.

- ◆ Scholars should not be allowed to leave items on the floor under their desks overnight.
- ◆ All windows and doors should be locked and closed before the teacher leaves for the day.
- ◆ Because of fire regulations, nothing is to be hung from light fixtures.
- ◆ Please reserve the last five minutes of your daily schedule to return your classroom to its original clean state prior to dismissal.
- ◆ Remind scholars that there are to be no stickers on lockers, desks or walls.

### **Staff Refrigerator & Microwave Use**

For your convenience there is a staff refrigerator and microwaves in the Teacher's Lounge. It is important to make sure these items are left in a clean condition throughout the year. Food items should not be left in the refrigerator longer than one week. It is advised to properly label items with your name and date placed in the refrigerator. When using the microwave, cover food to prevent splatter. Wipe the microwave out after each use. **Teachers are prohibited from having personal microwaves in their classrooms.**

## **9. Forms Located in the Front Office & Online**

- **School Calendar**
- **Absence Request Forms**
- **Technology Service Request Form**
- **Supply/Materials Request Form**
- **Discipline Referral Form**
- **Accident & Scholar Illness Form**
- **Academic, Attendance, & Conduct Honors Form**
- **Textbook Check Form**
- **Additional Textbook Request Form**
- **Emergency Management Plan**

### **ATTACHMENT I: Insurance Coverage & Transportation Policy**

#### **Insurance Coverage**

# **ATTACHMENT I**

Insurance Coverage







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

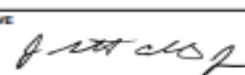
<b>PRODUCER</b> Collier Insurance 606 South Mendenhall Rd Memphis TN 38117		<b>CONTACT NAME:</b> Debbie Williams <b>PHONE (A/C No. Ext):</b> (901) 529-2900 <b>FAX (A/C No.):</b> (901) 529-2916 <b>E-MAIL ADDRESS:</b> dwilliams@collier.com	
<b>INSURED</b> Promise Academy, Inc. Promise Academy Spring Hill 1346 Bryan St Memphis TN 38108		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Liberty Mutual Fire Insurance Company <b>INSURER C:</b> LM Insurance Corporation <b>INSURER D:</b> Bridgefield Casualty Ins Co <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 23035 33600 10335	

**COVERAGES** **CERTIFICATE NUMBER:** CL2211826323 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REPORT LTR	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TB6Z51293679022	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Accidental Death \$ 25,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2Z51293679012	08/01/2022	08/01/2023	COVERED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TH7Z51293679052	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	19653416	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Proof of Coverage	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Transportation Policy

**SCHOOL TRANSPORTATION AGREEMENT**

This School Transportation Agreement (hereinafter referred to as the "Agreement") is made and entered into to be effective as of the July 1, 2022 (the "Effective Date"), by and between CLINZ TOURS, INC. (hereinafter referred to as "CTI"), which is an Mississippi school bus system, and PROMISE ACADEMY CHARTER SCHOOL (hereinafter referred to as "PACS"), a Tennessee corporation.

**WITNESSETH:**

**WHEREAS**, CTI is engaged in the business of providing transportation to school-aged children;

**WHEREAS**, PACS desires to engage CTI to provide school transportation services and

**WHEREAS**, PACS wishes to receive and CTI wishes to render such services.

**NOW, THEREFORE**, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**  
**TERM AND TERMINATION**

**SECTION 1.1 Term**. This Agreement shall be effective for a term (hereinafter referred to as "Term") that shall be effective for the 2022/2023, (**Option Years 2023/2024, and 2024/2025**) school year as of the Effective Date and end as of the close of business on the last day to transport students of the respective school year. At PACS discretion, it may option for 3 additional years per CTI proposal.

**SECTION 1.2 Termination for Cause**. At any time during the Term, this Agreement may be terminated either by PACS or by CTI for cause under the immediately following Paragraphs.

- (a) This Agreement may be terminated for cause by PACS immediately upon delivery of written notice to CTI in the event of any one or more of the following: (1) fraudulent and/or illegal conduct related to this Agreement on the part of CTI or any of its employees, agents, or representatives; (2) CTI's cessation, termination, or suspension of performance of its obligations hereunder for more than two consecutive days; and/or (3) at any time that PACS in good faith believes that CTI's continued provision of services hereunder either will threaten or impair the

(06/30/2021)

health, safety, or well-being of PACS employees and/or the Child(ren) making use of such services.

(b) This Agreement may be terminated for cause by CTI immediately upon delivery of written notice to the PACS in the event of fraudulent or illegal conduct related to this Agreement on the part of PACS.

**SECTION 1.3 Cease Of Operations.** If a party to this Agreement either becomes insolvent or ceases or suspends its fulfillment of its obligations hereunder, then the other party may immediately terminate this Agreement by delivering written notice of such termination to such party.

**SECTION 1.4 Bankruptcy.** If a party to this Agreement commences federal bankruptcy proceedings, and, if this Agreement has not otherwise terminated, then the non-filing party may (a) terminate this Agreement by delivering written notice of such termination to such party or (b) suspend all further performance of this Agreement by delivering written notice of such suspension to the other party. Notwithstanding the immediately preceding sentence, the non-filing party may terminate this Agreement or suspend performance of this Agreement solely to the extent that such termination or such suspension is permissible under (and is conducted in accordance with) the terms and provisions of the United States Bankruptcy Code. In the event CTI is the filing party and termination or suspension is conducted in accordance with this SECTION 1.4, CTI shall exercise its best efforts to facilitate transition of its performance of services hereunder to PACS itself or to any other entity designated by PACS.

## **ARTICLE II RELATIONSHIP OF THE PARTIES**

**SECTION 2.1 Independent Contractor Status.** No provision of this Contract is intended to create any relationship between PACS and CTI other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The relationship of PACS and CTI shall not be construed or interpreted to be a partnership or a joint venture. Neither of the parties to this Agreement, nor any of their respective employees, agents, or representatives, shall be construed to be the agent, employee, or representative of the other or to be liable for any acts of omission or commission on the part of the other.

**SECTION 2.2 CTI Employees.** By executing this Contract, CTI acknowledges that all of its employees have an employment relationship with it and not with PACS and that CTI is responsible for all matters related to the employment of such employees.

**ARTICLE III**  
**CTI OBLIGATIONS**

SECTION 3.1 ~~Services~~. CTI shall provide school transportation services for students from designated pick-up points to designated drop-off points within the PACS system, Monday through Friday during the Term, excluding days on which such schools are not in session. CTI shall only pick up students who meet the qualification to have such service provided. CTI shall operate the service(s) on time. ~~In the event that a route is more than five (5) minutes late five (5) times or more in any calendar month, the parties shall jointly evaluate the route and schedule to determine methods to improve on-time performance to 90% or better. If a route is more than five (5) minutes late five (5) times or more in any three (3) consecutive calendar months, or in any four (4) out of six (6) consecutive calendar months, due to reasons beyond the control of CTI, then CTI has the right to terminate this agreement upon 30 days written notice to PACS. In the event the assigned vehicle arrives at the first pickup/drop off point at the designated time and the vehicle arrives late, by five (5) minutes or more, at the final stop of the first stop of the route, for the purpose of this section, such arrival shall not be considered late. If such an event occurs three (3) consecutive times in a six (6) week period, the parties will jointly undertake a review of the route and jointly agree on route adjustment to achieve the desired service level. After a 90-day grace period, the school will be eligible for compensation based on 5% of the daily base rate for the particular bus that was tardy due to inefficiency directly caused by CTI. School will not be eligible for compensation for any delayed service due to weather, traffic, students, parents or an act of God.~~

CTI must report all student transportation crashes and incidents to the designated school transportation coordinator as follows:

A crash or incident occurring while the bus is ~~en~~ route to and from the bus terminal or school, with or without students on board, must be reported via phone or email to the school. Crashes and incidents are defined as those occasions when the bus leaves the roadway, gets stuck, slips into a ditch, collides with another object or is hit by another object. Incidents may further included any situation when the personal safety of the occupants of the bus are potentially in jeopardy, i.e., children left on the bus, physical injuries, damage to the bus or threat to individual safety as a result of a weapon or item(s) designed to look like a weapon(s) or bomb threats.

All crashes and incidents must be reported immediately to the school's designated transportation coordinator by telephone. Appropriate notification must also be made at the time of the crash incident, i.e., to the school principal, police, ambulance, etc. If CTI fails to provide phone or email notifications within one hour of the incident, then the school will be entitled to an invoice credit equal to the number of hours without notification pro-rated at the daily contract rate for that route. The written report for accidents involving death, personal injury or substantial damage, or a weapon, or use of a weapon, weapon look alike or bomb threats must be forwarded to the school as soon as

pertinent data is available. The written report for all other crashes and incidents shall be forwarded to the school within forty-eight (48) hours.

CTI will provide video recording devices on all school buses. Video recordings will be maintained for seven (7) days by CTI. The parties acknowledge that the video recording devices on each school bus are stationary and may not capture all activities that take place on the bus, given the limited view of the video recording device.

Neither CTI nor its drivers will release or disseminate video recordings, or portion thereof, except as specified herein or as required by law, or to defend against any action, suit, claim or proceeding brought against CTI or its personnel, provided however, that CTI may use video recordings internally as part of its training program for its drivers.

Upon written request and reasonable notice, CTI will provide the school with access to view requested video recordings for the exclusive use of the school at the CTI office. Any request to review video recordings shall be made to CTI.

Upon written request and reasonable notice, CTI may provide the authorized adult parent, caregiver, and guardian of any student with access to view requested video recordings at the CTI office. A representative of the school must be present during the presentation. In order to protect the privacy of the school and other students, CTI may limit the portions of video recordings viewed to those including such student.

All drivers will ensure that the video recording equipment is in proper operating order and will use the video recording equipment each operating school day for all routes. Should CTI have prior knowledge that the video recording equipment is inoperable, school will be notified immediately.

If a driver believes in his/her discretion that he/she cannot provide adequate on the bus due to the disruptive or otherwise inappropriate conduct of students, CTI may request that the school provide adult supervision on the bus. The school will bear the entire cost of such services. The adult supervisory services will continue until both parties reasonable agree that such supervision is no longer necessary on that bus.

CTI shall provide draft routes to PACS at least 30 days prior to the start of school for approval by PACS, beginning with the 2022-2023 school year. In all years, after school starts, routes shall be re-examined at a minimum after approximately 4 weeks of school and in January to determine if any changes are to be made.

**SECTION 3.2 Qualifications.** All drivers of CTI providing services pursuant to this Agreement shall have been appropriately trained in the school bus transportation services provided hereunder. All drivers of CTI shall have and maintain appropriate licenses, including, as appropriate, school bus driver certification and a Commercial Driver's License, to transport children by bus. All drivers will perform basic first aid. In

case of a medical emergency, CTI will notify 911 immediately. CTI will also provide PACS a copy of their medical emergency protocol. CTI will perform an MVR and criminal background check on all employees.

**SECTION 3.3 Compliance with Laws.** All services provided by CTI shall be performed in compliance with all applicable federal and state laws, rules, regulations and rulings, including, but not limited to, any rules promulgated by the Tennessee Department Education and Health and Human Resources regarding the transportation and care of children.

**ARTICLE IV  
PROMISE ACADEMY CHARTER SCHOOLS OBLIGATIONS**

**SECTION 4.1 Fee.** As consideration for CTI's performance during the Term, PACS shall pay CTI per the following schedule. *This contract will be for a minimum of 3buses for a minimum of 178 school days.*

<b>A. Route Transportation</b>	Cost Per Day Per Bus with \$5M Insurance	
Year 1	\$486.79 *	22-23
Year 2	\$535.47 *	23-24
Year 3	\$578.31*	24-25

*Please note that pricing includes a minimum of 2 am and pm runs per day, as long as they are consecutive, without breaks and don't exceed a total of 4.5 hours per day. PACS has the option of having CTI use each bus for two AM and two PM routes for an additional \$243.40 for each day that multiple routes are added. The added cost is to compensate our driver and to pay for additional fuel and operating costs incurred by CTI.*

*For example, let's assume Bus 1 picks up students in the morning and drops them off at PACS, then picks up a second set of students and drops them off at School B, then in the afternoon picks up the students at PACS and drops them off near their homes and then picks up the students at School B and drops them off at stops near their homes. The additional \$243.40 charge will be put in place as soon as the second routes are added to the existing bus routes.*

**\* A/C School Buses**

(80135266.1)

Note: None A/C Buses will be used as spare buses for the duration of this agreement.

**B. Local Charters**

	1 to 2.5 Hour	2.5 to 4 Hours	4 to 6 Hours	6 to 7 Hours	7 to 8 Hours
Year 1					
Year 2					
Year 3					
	CPI	CPI	CPI	CPI	CPI
Option Year 5	CPI	CPI	CPI	CPI	CPI

Please note that all charges are per hour, per bus starting at the agreed upon departure time, and ending when the bus returns.

Also note that anywhere the notation "CPI" is indicated, CTI will offer optional contract extensions with increases based upon the Consumer Price Index (CPI).

**C. Overnight Charters**

SECTION 4.2 Fuel. Pricing includes a fuel allowance of up to \$3.00 for diesel fuel, based on average wholesale pricing for diesel fuel. When fuel exceeds \$3.00, the daily rate will increase using a daily multiplier of 9. For example, if fuel reaches \$3.25 per gallon, the resulting daily increase is \$2.25 (9x25) per bus, per route.

SECTION 4.3 Payment. Payment shall be made by PACS to CTI monthly and within 30 days of receipt of invoice.

**ARTICLE V**  
**INSURANCE**

**SECTION 5.1 Insurance Maintained By CTI.** CTI, during the Term, shall maintain insurance coverage (and shall name PACS as an additional insured) with respect to the services provided hereunder with insurance company (~~ies~~) having at least a financial strength rating of "A-IX" or better as defined by A. M. Best Company, and such insurance coverage shall include, but not be limited to, the coverages specified by the immediately following Paragraphs A-C:

- A. **Automobiles.** Business automobile liability insurance including owned, non-owned and hired vehicles with combined single limits of not less than \$5,000,000 for bodily injury and/or property damage resulting from each accident occurrence that occurs prior to the termination of this Agreement under ARTICLE I;
- B. **Commercial General Liability.** Commercial general liability insurance (with PACS designated as an additional insured) written on a "ISO" commercial general liability form or its equivalent, with combined single limits for personal injury, bodily injury, and/or property damage, of not less than \$1,000,000 for each occurrence that exists or occurs prior to the termination of this Agreement under Article I, provided that such combined single limits apply per occurrence for personal injury, bodily injury, and/or property damage;
- C. **Workers' Compensation.** Workers' compensation insurance coverage in statutory amounts and employer's liability insurance coverage with limits of \$500,000 per disease;
- D. **Sexual abuse and molestation.** Sexual abuse and molestation coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate;
- E. **State Law.** CTI shall maintain all insurances, including all coverage amounts that are required by the State of Mississippi for charter schools at the time.

In the event any insurance coverage described in the immediately preceding Paragraphs A-E applies to the same events, occurrences, accidents, losses, or injuries as any insurance coverage maintained by PACS, such insurance coverage maintained by CTI shall be primary and shall pay to the full extent of the limits thereof prior to any payments under said insurance maintained by PACS.

As of the Effective Date and prior to performing any services under this Agreement, CTI shall provide to the PACS certificate(s) of insurance evidencing the effectiveness of insurance in accordance with the immediately preceding Paragraphs A-C.

(00430206.1)



In the event of the expiration of any of the insurance coverages and limits described in the immediately preceding Paragraphs A-E, CTI shall (a) provide immediate notice to the Corporate Liaison of such expiration, (b) renew such insurance coverages and limits so that they are continuously in effect during the Term, and (c) provide a renewal certificate to the Corporate Liaison with respect to such insurance coverages and limits not more than ten (10) days after such expiration. All certificates issued to PACS under this SECTION 6.1 shall require thirty (30) days advance notice to PACS of a change or cancellation of insurance coverage or limits, and the insurer who issued the certificate will endeavor to immediately notify PACS in writing of any such change or cancellation.

## **ARTICLE VI** **INDEMNIFICATION AND STS DISCLOSURE OBLIGATIONS**

**SECTION 6.1 Indemnity Obligation.** Notwithstanding any other term(s) or provision(s) of this Agreement, a party to this Agreement (hereinafter referred to in this ARTICLE VI as the “indemnifying party”) shall indemnify and hold harmless the other party to this Agreement (hereinafter referred to in this ARTICLE VI as the “indemnified party”) for and against any and all costs (including but not limited to attorney’s fees, court costs, or judgments of any kind), expenses, fees, losses, damages, liabilities, actions, demands, or third-party claims arising or resulting from services provided or obligations undertaken pursuant to this Agreement unless substantially caused by the negligence of the indemnified party.

**SECTION 6.2 Notification of Claims, Right to Defend, and Choice of Counsel.** In the case of any claim asserted by a third party against an indemnified party, notice shall be given by the indemnified party to the indemnifying party promptly after such indemnified party has actual knowledge of any claim as to which indemnity may be sought, and the indemnified party shall permit the indemnifying party (at the expense of such indemnifying party) to assume the defense of any claim or any litigation resulting there from, provided that (a) the indemnified party may participate in such defense at such indemnified party’s expense, and (b) the omission of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the indemnifying party and such indemnifying party is materially damaged as a result of such failure to give notice.

**SECTION 6.3 CTI’s Disclosure Obligations.** CTI hereby confirms and represents that, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, nor any governmental administrative proceeding or investigation, nor known threat of same, which if adversely determined would materially adversely affect CTI’s performance of, or its ability to perform, this Agreement. CTI has not, since the time of its incorporation and commencement of operations as a provider of child care services been the subject of any action, suite, proceeding, inquiry or investigation, the result of which has been a finding, settlement or admission to the effect that CTI has

caused serious injury to a child by its, his or her acts or omissions to act or has permitted conditions to exist which seriously jeopardize the safety, health or welfare of the children in its, his or her charge, or which, if such conditions have been found to exist, CTI has continued to permit to exist. In the case of any such condition having been found to exist which (1) in CTI's reasonable judgment has seriously jeopardized the safety, health or welfare of children and (2) is such that the disclosure of the existence of such condition could have a significant adverse impact on the reputation of CTI, CTI will notify PACS in writing of such condition and of the actions taken to cure such condition.

## **ARTICLE VII** **MISCELLANEOUS PROVISIONS**

**SECTION 7.1 Amendment And Waiver.** No amendment, modification, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon either party to this Agreement unless made in writing and duly signed by an authorized representative of each party. Any failure by either party to enforce any provision of this Agreement shall not be construed to be a waiver of the party's right to subsequently enforce such provision. No waiver by either party hereto at any time of any breach by the other party hereto or of compliance with any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No remedy available to a party for the other party's breach of this Agreement is intended to be an exclusive remedy, and a party's exercise of any remedy for any breach of this Agreement shall not be deemed or construed to be a waiver of such party's right to pursue any other remedy.

**SECTION 7.2 Approval of Printed Materials and Use of Symbols.** No party hereto may disclose to any third party, through printed material or any other form of communication, any information regarding, pertaining to, the other party without first obtaining the pre-disclosure written approval thereof from such other party. Such approval, if given, shall be in the form of a writing signed by CTI and by PACS.

**SECTION 7.3 Records and Audit.** CTI shall maintain accurate and complete records to document its performance and activities under this Agreement, and shall conform to all applicable federal, state, and local laws and regulations. During the Term and for a period of one hundred twenty days immediately following the termination date of this Agreement, PACS and/or any independent accounting firm(s) designated by PACS shall have reasonable access upon reasonable notice to CTI to any and all of CTI's records and accounts pertaining to this Agreement for the purpose of copying and/or auditing such records and accounts at PACS expense. Records and accounts shall be retained for the longest of (a) three years from the date of their creation, (b) the period required by federal, state, or local law or regulations, or (c) until the final disposition of any claims arising from the performance of this Agreement.

**SECTION 7.4 Action by a Party.** Whenever PACS under the terms of this Agreement is permitted or required to do or perform any act or matter or thing, it shall be

done and performed by a person duly authorized by PACS legally constituted authority. Whenever CTI under the terms of this Agreement is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by CTI's legally constituted authority.

**SECTION 7.5 Notices.** Unless otherwise specifically provided herein, any notice, invoice, or other communication permitted or required to be given hereunder by one party to the other party shall be deemed to have been properly given if such notice is given in writing, delivered or sent either by certified first-class United States Mail (return receipt requested with postage prepaid) or by overnight courier service, and addressed as follows:

To CTI:            Attention:            John ~~McCommon~~  
P. O. Box 1498  
Ridgeland, MS 39158

To PACS:        Attention:            Patrick Washington  
1346 Bryan St.  
Memphis Tn. 38108

With a copy to:

Either party may at any time change its address for any of the purposes stated above in this SECTION 7.5, by mailing, as aforesaid, a notice stating the change and setting forth the new address. The new address shall be effective on the tenth (10th) day following the date such notice is given.

**SECTION 7.6 Resolution of Disputes.** Any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the breach, validity or enforceability of any provision hereto (collectively referred to in this SECTION 7.6 as a "dispute") shall be resolved through the procedures set forth in the immediately following Paragraphs A-E.

A. **Appointment and Meeting of Party Representatives.** Upon the written request of either party, each shall designate a representative, who shall meet and endeavor to promptly resolve such dispute. The representatives shall meet as often as necessary during a thirty (30) day period (or such other time period as the parties may agree) to gather and furnish to the other all information with respect to the dispute which is appropriate and germane to its resolution. The representatives shall discuss the problem

and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.

- B. Mediation. If the representatives cannot resolve the dispute under the immediately preceding Paragraph A, then it will be submitted by the parties to mediation in accordance with the then current Model Procedure for Mediation of Business Disputes of the Center for Public Relations. The parties agree to bear equally the costs of such mediation. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days. Mediation hereunder shall be held in Ridgeland, Mississippi, or such other place as the parties may agree. The substantive and procedural law of the State of Mississippi shall apply to the mediation proceedings.
- C. Binding Arbitration. If the parties are not successful in resolving the dispute through mediation under the immediately preceding Paragraph B, then they agree to submit the matter to final and binding arbitration in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the American Arbitration Association. Arbitration hereunder shall be held in Ridgeland, Mississippi, or such other place as the parties may agree. The substantive and procedural law of the State of Mississippi shall apply to the arbitration proceedings. Equitable remedies shall be available in any arbitration. Punitive, trebled or other escalated damages shall not be awarded. The substantially prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs, unless the arbitration award specifies otherwise. Judgment upon the award rendered in any arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement thereof, as the law of such jurisdiction may require or allow. CTI and PACS are prohibited from filing any action in law or equity with respect to the dispute before an arbitration award is made. The arbitrator(s) are vested with the power to determine in the first instance which issues are arbitral under this SECTION 7.6.

**SECTION 7.7 Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement.

**SECTION 7.8 Severability**. If any portion of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

**SECTION 7.9 Governing Law**. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties,

[001.10204.1]

## **ATTACHMENT K**

SY22-23 Approved Budget and SY23-24 Projected Budget

**Promise Academy Spring Hill Budget 2022-2023**

Approved 4/26

**Enrollment**

PreK	35
K	59
1	53
2	63
3	58
4	51
5	50
Total K-5 Enrollment	<u>334</u>
Total PreK-5th	<u>369</u>

**Revenue & Other Sources**

<i>Basic Education Program - Per Pupil</i>	10,029
<i>Basic Education Program-Per Pupil after 2.5% Authorizer Fee</i>	9,779

**Basic Education Program 3,266,035**

**Federal/State/Local Funds**

E-Rate Funding	50,000
ESSER 3.0 Carryover	428,210
IDEA	49,759
IDEA PreK	16,140
TAG	176,233
Title I	503,867
Title II	43,831
VPK	82,742

**Total Federal/State/Local Revenues 1,350,782**

**Other Local Revenue**

Committed Contributions & Gifts	600,000
Pre-K(First 8)	120,000
Sales of Supplies /Misc Fees/ Other Income	6,000

**Total Other Local Revenue 726,000**

**Total Revenue & Other Sources 5,342,817**

**FTE**

<i>Regular Instruction Teacher</i>	24.00
<i>Regular Instruction Teacher Assistants</i>	10.00
<i>Instructional Support Staff</i>	10.00
<i>Other Support Staff</i>	2.00
<i>Special Education Teachers</i>	3.00
<i>Special Education Teacher Assistants</i>	2.00
<i>Special Education Support Staff</i>	0.50

**TOTAL FTE 51.50**

<b>Promise Academy Spring Hill Budget</b>	<b>2022-2023</b>	<b>% of Annual Budget</b>
	<b>Budgeted Amount</b>	
<b>Wages &amp; Benefits</b>		
Salaries & Wages	2,501,365	
Social Security	151,164	
Medicare	35,353	
SUTA	2,499	
State Retirement-TCRS	84,350	
Local Retirement-401k	51,868	
Medical Insurance	216,426	
Group Term Life	3,605	
<b>Total Wages &amp; Benefits</b>	<b>3,046,630</b>	<b>57%</b>
<b>Regular Instruction Program</b>		
Copier	22,000	
Field Trips	60,000	
Furniture, Fixtures & Equipment	5,000	
Instructional Supplies	50,000	
Software	52,453	
Substitutes & Other Subcontracted Services	120,000	
Technology	137,000	
Textbooks	138,924	
<b>Total Regular Instruction Program</b>	<b>585,377</b>	<b>11%</b>
<b>Special Education Program</b>		
Contracts with Other Public Agencies (OT/PT/Speech)	65,899	
Evaluations & Testing/ Supplies	4,500	
<b>Total Special Education Program</b>	<b>70,399</b>	<b>1%</b>
<b>Early Childhood-VPK/PreK</b>	<b>260,000</b>	<b>5%</b>
<b>Transportation</b>	<b>80,874</b>	<b>2%</b>
<b>Afterschool Program</b>		
Afterschool Program Supplies	10,600	
Contracted Services (Boys & Girls Club)	150,000	
<b>Total Afterschool Program</b>	<b>160,600</b>	<b>3%</b>
<b>Food Supplies</b>	<b>7,000</b>	<b>0%</b>
<b>Instructional Support Program</b>		
Contracted Services (CIS,SEL, Engagement)	41,050	
In-Service & Staff Development	106,808	
Other Supplies & Materials	6,798	
<b>Total Instructional Support Program</b>	<b>154,656</b>	<b>3%</b>
<b>Health Services</b>	<b>59,259</b>	<b>1%</b>

**Promise Academy Spring Hill Budget 2022-2023**

	<b>Budgeted Amount</b>	<b>% of Annual Budget</b>
<b>Non-Instruction &amp; Finance</b>		
Advertising and Family/Community Engagement	15,000	
Communication (Website, Internet, Phone)	62,800	
Contracted Services (Audit/Erate/Cobra/Payroll)	36,750	
Copier	8,000	
Dues & Subscriptions	2,000	
Employee Appreciation	4,000	
Legal	4,500	
Office	27,500	
Shared Services Fees	384,299	
Travel	2,000	
<b>Total Non-Instruction &amp; Finance</b>	<b>546,849</b>	<b>10%</b>
<b>Facilities</b>		
Building & Property Insurance	30,000	
Contracted Services (Security, Grounds, Pest, Disposal)	29,100	
Custodial Supplies	23,000	
Janitorial	90,000	
Repairs & Maintenance	56,400	
Utilities	123,000	
<b>Total Facilities</b>	<b>351,500</b>	<b>7%</b>
<b>Total Expense</b>	<b>5,323,144</b>	
<b>Budgeted Net Income 2022-2023</b>	<b>19,673</b>	



**Promise Academy Spring Hill Budget 2023-2024**

<b>Enrollment</b>	
PreK	40
K	60
1	55
2	65
3	69
4	51
5	50
Total K-5 Enrollment	<u>350</u>
Total PreK-5th	390

**Revenue & Other Sources**

<i>Basic Education Program - Per Pupil</i>	10,366
<i>Basic Education Program-Per Pupil after 3% Authorizer Fee</i>	10,055

**Basic Education Program 3,519,257**

**Federa/State/Local Funds**

E-Rate Funding	51,000
ESSER 3.0 Carryover	150,000
IDEA	49,759
IDEA PreK	16,140
TAG	176,233
Title I	503,867
Title II	43,831
VPK	173,500
<b>Total Federal/State/Local Revenues</b>	<u><b>1,164,330</b></u>

**Other Local Revenue**

Committed Contributions & Gifts	600,000
Pre-K(First 8)	128,000
Sales of Supplies /Misc Fees/ Other Income	6,000
Support Fund Contribution for Facilities Purchase	500,000
<b>Total Other Local Revenue</b>	<u><b>1,234,000</b></u>

**Total Revenue & Other Sources 5,917,587**

**FTE**

<i>Regular Instruction Teacher</i>	24.00
<i>Regular Instruction Teacher Assistants</i>	10.00
<i>Instructional Support Staff</i>	10.00
<i>Other Support Staff</i>	2.00
<i>Special Education Teachers</i>	3.00
<i>Special Education Teacher Assistants</i>	2.00
<i>Special Education Support Staff</i>	0.50
<b>TOTAL FTE</b>	<u><b>51.50</b></u>

**Promise Academy Spring Hill Budget 2023-2024**

<b>Wages &amp; Benefits</b>	<b>Driver/Assumption</b>	<b>Rate</b>	<b>Budgetd Amount</b>	<b>% of Annual Budget</b>
Salaries & Wages			2,551,392	
Social Security	% of qualified salaries	6.20%	154,187	
Medicare	% of qualified salaries	1.45%	36,060	
SUTA	% of qualified salaries	0.70%	2,499	
State Retirement-TCRS	% of salaries	4.00%/8.69%	84,350	

Financial Plan and Capacity - Budgeting  
Attachment K

Local Retirement-401k	% of salaries	5.00%	51,868	
Medical Insurance	FTE	variable	227,247	
Group Term Life	FTE	\$ 64.80	3,605	
<b>Total Wages &amp; Benefits</b>			<b>3,111,209</b>	<b>52.58%</b>
<b>Regular Instruction Program</b>				
Copier	Flat Rate		22,000	
Classroom Technology Supplies (Headphones, Chargers)	K-5 Enrollment	\$ 30.00	10,500	
Field Trips	K-5 Enrollment	\$ 180.00	63,000	
Furniture, Fixtures & Equipment	Flat Rate		5,000	
Instructional Supplies	K-5 Enrollment	\$ 115.00	40,250	
Software	Flat Rate		41,308	
Substitutes & Other Subcontracted Services	Flat Rate		120,000	
Technology	Flat Rate		25,000	
Textbooks	K-5 Enrollment	\$ 210.00	73,500	
<b>Total Regular Instruction Program</b>			<b>400,558</b>	<b>6.77%</b>
<b>Special Education Program</b>				
Contracts with Other Public Agencies (OT/PT/Speech)	Flat Rate		114,000	
Evaluations & Testing/Supplies	Flat Rate		4,500	
<b>Total Special Education Program</b>			<b>118,500</b>	<b>2.00%</b>
<b>Early Childhood-VPK/PreK</b>	Per Classroom		<b>304,515</b>	<b>5.15%</b>
<b>Transportation</b>	# instructional days	\$ 535.47	<b>96,385</b>	<b>1.63%</b>
<b>Afterschool Program</b>				
Afterschool Program Supplies	Flat Rate		10,600	
Contracted Services (Boys & Girls Club)	Flat Rate		150,000	
<b>Total Afterschool Program</b>			<b>160,600</b>	<b>2.71%</b>
<b>Food Supplies</b>	K-5 Enrollment	\$ 21.00	<b>7,350</b>	<b>0.12%</b>
<b>Instructional Support Program</b>				
Contracted Services (CIS,SEL, Engagement)	Flat Rate		41,050	
Staff Development	Flat Rate		85,058	
In-Service Training & PD	FTE	\$ 196.00	10,094	
Other Supplies & Materials	K-5 Enrollment	\$ 20.00	7,000	
<b>Total Instructional Support Program</b>			<b>143,202</b>	<b>2.42%</b>
<b>Health Services</b>	Service Hours	\$ 47.50	<b>59,259</b>	<b>1.00%</b>

**Promise Academy Spring Hill Budget** **2023-2024**

				% of Annual Budget
<b>Non-Instruction &amp; Finance</b>				
Advertising and Family/Community Engagement	Flat Rate		15,000	
Communication(Website, Internet, Phone)	Flat Rate		76,000	
Contracted Services (Audit/Erate/Cobra/Payroll/Background)	Flat Rate		36,750	
Copier	Flat Rate		8,000	
Dues & Subscriptions	Flat Rate		2,000	
Employee Appreciation	FTE	\$ 80.00	4,120	
Legal	Flat Rate		4,500	
Office	Flat Rate		27,500	
Shared Services Fees	% of Shared Staff	50.00%	391,985	
Travel	Flat Rate		2,000	
<b>Total Non-Instruction &amp; Finance</b>			<b>567,855</b>	<b>9.60%</b>
<b>Facilities</b>				
Building & Property & WC Insurance	Flat Rate		50,000	
Facilities Acquisition	Flat Rate		500,000	
Contracted Services (Security, Grounds, Pest, Disposal)	Flat Rate		29,100	
Custodial Supplies	PreK-5th Enrollment	\$ 69.00	26,910	
Janitorial	Flat Rate		90,000	
Repairs & Maintenance	Flat Rate		56,400	
Utilities	Flat Rate		123,000	
<b>Total Facilities</b>			<b>875,410</b>	<b>14.79%</b>
<b>Total Expense</b>			<b>5,844,843</b>	
<b>Budgetd Net Income 2023-2024</b>			<b>72,744</b>	

# **ATTACHMENT L**

Budget Narrative



## Attachment L – Budget Narrative

### a. Student Enrollment and BEP Projections

Student enrollment projections for FY 22/23 is based on the prior year ending ADM. The 23/24 projections are based on the current year enrollment minus 2.5% to allow for student attrition.

The BEP per pupil for FY22/23 is based on the prior year per pupil amount allocated by the ASD. The school is working to project TISA funding as information is made available by the State. For FY23/24 budgetary purposes, TISA is based on the current ASD per pupil rate less the 3% maximum authorizer fee. Based on the number of students that will be categorized at Unique Learners, the school does anticipate TISA funding to increase.

When budgeting, the BEP per pupil rate is not increased and is always budgeted based on the prior year rate.

### b. Funding Sources

E-Rate funding is received from USAC for internet services. The total expense for those services is budgeted at \$60,000. The school currently receives funding for 85% of the cost of the internet service which puts the total E-rate funding at \$51,000. The invoice for services is paid in full and the school receives a check from the ISP. E-rate funding is not expected to increase for the 23/24 school year.

ESSER 3.0 funding for the 23/24 school year is based on projected carryover for the 22/23 school year.

IDEA funding is currently projected at the rate provided by the ASD.

IDEA PreK funding is currently projected at the rate provided by the ASD.

TAG funding is currently projected at the rate provided by the ASD.

Title I funding is currently projected at the rate provided by the ASD.

Title II funding is currently projected at the rate provided by the ASD.

Title III funding is included in the budgets as funds have not been received for the past few years.

VPK funding is currently projected at the rate provided by the ASD.

First 8 Memphis supports the local Pre-K classroom in the amount of \$128,000. First 8 funds the classroom at 100%. There is no indication that First 8 will discontinue future funding for the 23/24 school year.

Philanthropic commitments from foundations support budget shortfalls for the school year. The financial commitment for both the 22/23 and 23/24 school years is \$600,000.

Support Fund historically funds expenses related to facilities. The building will be purchased using funds from the Promise Academy Support at The Community Foundation of Memphis.



## Attachment L – Budget Narrative

Supplies/Fees/Other Income is generated from the collection of voluntary payment for field trips, yearbooks, spirit wear, and concessions. The revenue generated from this activity is minimal and projected at \$6,000 based on the prior year revenue generated.

Nutrition Service is not included in the budget. SCS Central Nutrition currently provides meals to students. Expenses and reimbursements pass through at the district level. Therefore, neither are recorded for budgeting purposes.

### **c. Expenditures**

Wages & Benefits account for 52.62% of the total budget with a total FTE of 51.5 with the 98% of the positions in instruction or instructional support. Promise Academy offers teachers more than SCS and the surrounding municipalities. Promise has historically issued a 2%-3% annual raise to all staff depending on the budget.

Promise certificated staff are eligible to participate in the State Pension/401k plan. The school is currently planning to offer a separate retirement plan for non-licensed employees. The school provides group term life at no cost to all FTE and health benefits are covered at 65%-80% for all FTE depending on the type of coverage. The school has included at 5% increase in health insurance cost for the 23/24 school year.

Grades K-2 have at least 2 associated teachers per grade level. Associate teachers are aspiring teachers who have either completed or are in an EPP program and have not completed the Praxis. There are also at least 2 teacher assistants for each grade level. Teacher assistants are paid over 12 months at an annual average salary of \$35,800. Associate teachers' salaries begin at \$38,500.

Promise offers four extra-curricular/support classes: art, music, PE, mindfulness. The mindfulness class is an SEL class that encourages social equity through empathy, understanding, and 12 skills or practices to navigate the complexities of everyday life.

The Special Education Program includes a self-contained functional skills classroom and an additional classroom that provides pull-out services for students. There are 2 teachers, 2 assistants, and a director of special populations.

Promise has a part-time psychologist on staff who works closely with the special education program, Communities in Schools, and the School Counselor.

Grades K-5 have additional support through the RTI Support Specialist who coordinates assessments, benchmarks, and progress monitoring.

The ELL/ESL teacher on staff provides support to students who have been identified as ESL learners through the application process and/or WIDA testing.



## Attachment L – Budget Narrative

The Social Worker works with students one-on-one and in small groups on various topics such as grief, anger management, coping skills, empathy, SEL Toolbox, etc. She also works in conjunction with the psychologist and the mindfulness instructor to provide support as needed.

The Dean of Students provides support to teachers, Social Worker, Psychologist, and mindfulness instructor to address behavior issues in the classroom.

Promise has three Instructional Coaches who provide professional development, observation & feedback, curriculum support, and analysis of daily and benchmark data.

The office is supported by an office manager and enrollment/data manager.

Afterschool Program is provided free of charge by The Boys and Girls Club and is available to all students who complete the enrollment process. Promise also offers soccer, football, basketball, cheer, Boy/Girl Scouts, and track.

Leadership includes the principal, assistant principal, and executive director.

Promise Academy Spring Hill pays Promise Academy Hollywood a shared service fee to cover the costs of the Executive Director, Director of Operations & Human Resources, Facilities Manager, Director of Technology, and Business Office personnel. These costs are calculated at the beginning of the school year and are shared equally which are also reconciled to actual and adjusted accordingly at the end of year.

### Regular Instruction Program

- Copiers are currently leased through a multi-year contract signed with RJ Young in 2022. The cost is expected to remain the same for the next 3 years.
- Classroom Technology Supplies are expensed separately from the technology budget as these are normally consumables and not treated as fixed assets. This consists of items such as student headphones, chargers, cables, cords, switches, keyboards, and small repairs. These costs normally remain flat from year to year.
- Field Trips normally average around \$180 per student per year. This also includes an end of the year field trip for our 5<sup>th</sup> graders to Six Flags. The school allows voluntary donations from students to help offset some of the costs. The collection of those monies is included in other income.
- Furniture, Fixtures, & Equipment budgets \$5,000 each year to replace broken furniture as needed.
- Instructional Supplies for grades K-5 average around \$115 per student. This covers classroom supplies for both teachers and students. The budgeted amount includes \$150 per teacher and \$100 per teacher assistant for classroom supplies and materials.
- Software costs will decrease in 23/24 due to the adoption of the Charter Commissions instance of PowerSchool. Little to no cost increase is expected to occur with the current software program.

## Attachment L – Budget Narrative

- Substitutes & Other Subcontracted Services currently contracts with Enriched School and DWCH, LLC to provide substitutes services and extra-curricular support programs. No cost increase is expected to occur for the 23/24 school year.
- Technology is estimated at \$25,000. Promise normally budgets a base amount of \$25,000 when no large technology purchases are planned. Promise has replaced all devices and interactive boards over the past two years and does not anticipate any large purchases for the 23/24 school year.
- The textbooks and consumable workbooks budget is driven by K-5 enrollment and is projected at \$210 per student. These costs are expected to remain constant for the 23/24 school year

### Special Education Program

- Contracts with Other Public Agencies was budgeted at \$114,000 for OT, PT and Speech services provided by LeBonheur. This amount was budgeted based on the 22/23 contract. Since, this is our first year using LeBonheur a conservative estimate was used as we are unsure of amount of insurance that LeBonheur will receive to offset their services.
- Evaluations & Testing/Supplies expenses are budgeted at a flat rate based on the 22/23 actual cost for Aimsweb.

### Early Childhood

Promise Academy Spring Hill operates a Pre-K classroom that is 100% funded by a grant from First 8 Memphis. A second VPK classroom is funded through a State VPK grant at 100% for the 22/23 school year

The total cost for both classrooms for the current year are budgeted at \$301,500 with instructional staff and support representing 85% of the total cost. The remaining costs are allocated to children services, field trips, parent services, and professional development, and indirect administrative costs. The school has budgeted a 1% increase for the 23/24 school year.

Porter-Leath has been contracted to operate these classrooms under the supervision of the school's Director of Special Populations.

### Transportation

The school has a multi-year contract with Cline Tours Memphis to provide daily bus routes. The school also uses Cline for field trips as needed. Cline Tours is an approved transportation provider for the ASD/Shelby County Schools. The daily rate for transportation for the 22/23 school year is \$486.79 and will increase to \$535.47 for the 23/24 school year.

### Afterschool Program

Afterschool Program is provided free of charge by The Boys and Girls Club and is available to all students who complete the enrollment process. The cost of Boys and Girls Club is funded through an unrestricted donation. Promise also offers and staffs soccer, football, basketball, cheer, Boy Scouts, and track. The



## Attachment L – Budget Narrative

school also has a budget for athletic and scouts' supplies. Promise is also evaluating student interest in Girl Scouts to possibly add in the future. These costs do not change much from year to year.

### Food Supplies

Promise Academy provides snacks during state testing as well, for classroom parties, and for Parent Academy/Title I meetings. No increase is expected as the school always stays within the budgeted amount.

### Instructional Support

- Contracted Services for SEL, Communities in Schools, and School Messenger are budgeted at a flat rate based on the 22/23 contract costs.
- Staff Development for the 23/24 school year will decrease from the 22/23 school year as training is provided by current staff and no longer provided by outside consultants.
- In-Service Training & PD budgets is utilized for various PD's and for the purchase of PD books and supplies during the school year. The allotted amount per FTE is \$196.
- Other Supplies & Materials are reserved for additional student, teacher, and classroom support. \$20 per K-5 enrollment is normally budgeted for these costs.

### Health Services

Well Child provides nursing services 4 days a week at an hourly rate of \$47.50 per hour. There was a rate increase in the current year. Therefore, no cost increase is expected for the 23/24 school year.

### Non-Instruction & Finance

- Advertising and Family/Community Engagement expenses are not expected to increase from the 22/23 school year as the school is committed to working with the budgeted amount for the 23/24 school year.
- Communication costs for website, internet and phone services increased during the 22/23 school year and is expected to increase during the 23/24 school year. This is partly due to the expansion of the new website and uncoupling of VOIP phone line from the internet line.
- Contracted Services for audit, E-rate, cobra, payroll services, and background checks are budgeted at a flat rate and are relatively the same year over year. There was a rate increase for audit services in 22/23 based on staffing shortages. No increase is expected for the 23/24 school year.
- Copiers are currently leased through multi-year contract signed with RJ Young in 2022. The cost is expected to remain the same for the next 3 years.
- Dues & Subscriptions costs remain the same year over year. No rate increase is expected for the 23/24 school year.
- Employee Appreciation is budgeted at \$80 per employee for employee appreciation week.

## Attachment L – Budget Narrative

- Legal is budgeted at \$4,500 based on historical costs. While we do have some years that are higher and lower, the budget represents an average cost for legal services.
- Office supplies are budgeted at a flat rate based on historical spending trends.
- Promise Academy Spring Hill pays Promise Academy Hollywood a shared service fee to cover the costs of the Executive Director, Director of Operations & Human Resources, Facilities Manager, Director of Technology, and Business Office personnel. Those costs are calculated at the beginning of the school year and are shared equally. These costs are also reconciled to actual and adjusted accordingly at the end of year to reflect. The 23/24 budget reflected a 2% raise for staff.

### Facilities

- Building, Property & WC Insurance is expected to increase with the acquisition of the building. Based on the additional cost to add the Hollywood campus building to the insurance policy in 2021, we expect the cost to increase \$20,000 for the 23/24 school year.
- Facilities Acquisition: The school has budgeted an acquisition cost of \$500,000 to be funded by the Promise Academy Support Fund. The current deferred maintenance on the building is estimated to be between \$500,000 and \$1,000,000 with much of the need in HVAC, roofing, and lighting.
- Contracted Services (Security, Grounds, Pest, Disposal) experienced rate increases during the 22/23 school year due to hikes in product costs and staffing shortages. No increase is expected for the 23/24 school year
- Custodial Supplies costs increased during the 22/23 school year due to hikes in product. A budget increase in the 23/24 was recorded due to the increase in the number of PreK-5<sup>th</sup> grade students.
- Janitorial services are expected to remain flat for the 23/24 school year as the school is under a multi-year contract.
- Repairs & Maintenance includes \$50,000 for maintenance of plant and \$6,400 for equipment. If any unusual repairs arise, support funds will be used.
- Utilities rates increased during the 22/23 school year. No increase is expected for the 23/24 school year.

### **d. Financial Management Responsibility**

Finances are overseen by the board's finance committee. The finance committee is comprised of the Treasurer who is a CPA and former school auditor for Watkins Uiberall with 3 years' experience on the board, another member is CPA who is CFO of a local investment management and advisory fund with 10+ years' experience on the board, and the third member is an investment management expert with 10+ years' experience on the board.

The CFO and Executive Director oversee the budget and approve all major expenses. Both have extensive experience in charter school finance and operations and have been employed by Promise Academy Spring Hill since its inception. The Executive Director is also a former school superintendent



## Attachment L – Budget Narrative

while the CFO has 15 years of public accounting experience. The school will also be partnering with GT3 for additional back-office support as needed.

Promise Academy Spring Hill adopted and follows its Fiscal Policies and Procedures Guide that was based on State Guidelines. The school also follows the Tennessee Internal School Uniform Accounting Policy, Administration of Federal Education Programs Aligned with the Requirements of the New Uniform Grant Guidance, and COSO Internal Control and Compliance Manual.

The school recently hired a Director of Operations & Human Resources who has been with Promise Academy since 2005. The Director of Operations and the Business Office manage vendors and purchasing for both Promise Academy Spring Hill and Promise Academy Hollywood (SCS Charter Operator)

Promise Academy Spring Hill has always received good(unqualified) audit reports.

### **e. Contingency Plans**

The school has a practice of conservatively budgeting both expenses and revenues. ADM numbers include a 2.5% discount to allow for attrition while BEP is always based on the prior year's amount, even though we expect TISA to increase due to our current number of students with disabilities. The school currently has a \$1 million line of credit that is available should there be a delay in reimbursements or BEP/TISA funding. The board is currently working on an increase in the credit line to compensate for the delays in ESSER reimbursements from the ASD. A support fund had also been established for the benefit of Promise Academy Spring Hill and Promise Academy Hollywood. The support fund has historically supported facility costs. The school has a long-term financial commitment from a private donor/foundation.

### **f. Transition Costs**

The school already services special populations and provides transportation to students. Promise does not anticipate any increase in those areas because of the transition. SCS is currently providing food services to the school. The school does not anticipate a cost increase should a change in service provider occur.

The acquisition of the building would be the largest transition cost for the school. Currently, the school receives the building rent-free under the contract with the ASD. The school is only responsible for the cost of repairs and maintenance under the ASD contract. Promise has, in conjunction with charter facilities funding, invested several hundred thousand dollars to maintain and upgrade the HVAC, roofing, portables, and parking. The school has budgeted an acquisition cost of \$500,000 to be funded by the Promise Academy Support Fund. The current deferred maintenance on the building is estimated to be between \$500,000 and \$1,000,000 with much of the need in HVAC, roofing, and lighting. The school plans to address the deferred maintenance needs within the next 5-10 years through a



## Attachment L – Budget Narrative

combination of financing, philanthropy, cash, and grants. While the building acquisition cost is reflected in the 22/23 budget, the deferred maintenance costs are not.

# **ATTACHMENT M**

Network Financial Plan

# **Promise Academy**

## **Internal Control Procedures**

## **I. Procedures for Depositing Non-ACH Receipts (Checks)**

*(NOTE: The monthly per-pupil allocation payments are received via ACH.)*

1. The mail is opened by the financial secretary the financial secretary endorses all checks with "For Deposit Only" and the bank account number, prepares the deposit slip, and copies all checks to be deposited. The endorsed deposit items are then forwarded to the Director of Finance. The financial secretary also prepares any donation letters and forwards them to the executive director for signature who returns them directly to the financial secretary for mailing.
2. The Director of Finance posts the checks to be deposited to the general ledger and prepares a QuickBooks deposit report. The QuickBooks deposit report is then forwarded to the executive director for review.
3. The executive director reviews the QuickBooks report then forwards back to the financial secretary.
4. The financial secretary reconciles the returned items to the deposit slip then keeps deposit items in a secure location until they are deposited. The financial secretary takes deposits to financial institution as needed.
5. The financial secretary attaches the deposit receipt to the QuickBooks' deposit then files all documents in the deposit folder.

## **II. Procedures for Cash Receipts**

*(NOTE: Cash receipts consist primarily of payment for school uniforms or school supplies. Cash donations are not accepted.)*

1. Upon acceptance of cash by the office staff and/or financial secretary the cash is receipted into the cash receipt book with the date of receipt, amount of receipt, name of payor and fund designation, if applicable. The original copy of the cash receipt is given to the payor. The cash is deposited into the petty cash box along with the yellow copy of the receipt. The pink copy of the receipt stays in the cash receipts book.
2. The petty cash drawer is balanced by the Director of Finance as needed. This is evidenced by a petty cash drawer reconciliation worksheet. The cash receipts are posted by the Director of Finance in the general ledger. Any cash in excess of \$150.00 is removed and remitted for deposit with any other items to be deposited. The cash is deposited in accordance with procedures listed above. The Director

of Finance also compares the cash receipts book to the yellow copies of receipts in the petty cash drawer.

### **III. Promise Academy, Inc. Petty Cash Drawer Payment Procedures**

1. Cash payments up to \$75.00 must be approved by the executive director after a detailed receipt has been received. The receipt is turned into the Director of Finance who disburses the cash from the petty cash drawer and retains the receipt in the petty cash drawer to be balanced as needed.
2. The petty cash drawer is balanced by the Director of Finance. This is evidenced by a petty cash drawer reconciliation worksheet. The cash payments along with any cash receipts are posted by the Director of Finance in the general ledger. Any cash in excess of \$150.00 is removed and remitted for deposit with any other items to be deposited. (See Deposit Procedures.)
3. The petty cash drawer reconciliation worksheet is attached to the QuickBooks deposit report along with any receipts and supporting documents and submitted to the executive director for review. (See Deposit Procedures.)
4. Upon review the report is returned to financial secretary and is filed in the deposit folder.

### **IV. Promise Academy, Inc. Payables (Non Cash) Policy**

*(NOTE> See Promise Academy Fiscal Policies and Procedures Guide for detailed procurement procedures.)*

All payables under \$ 5,000.00 require approval by the executive director or his designee. Items in this category that are equal to or greater than \$ 1,000.00 must have three quotes attached. The checks issued for items in this category only require the signature of the executive director or an authorized check signer.

All payables exceeding \$ 4,999.99 that are normal, reoccurring, monthly expenses require approval by the executive director or his designee. Items in this category must have three quotes attached. The checks issued for items in this category require dual signatures.

All payables exceeding \$ 4,999.99 that are not normal, monthly, reoccurring expenses must be pre-approved by the executive director and a member of the finance committee. Items in this category that are equal to or greater than \$ 5,000.00 must have three formal bids attached. The checks issued for items in this category require dual signatures.



## **V. Procedures for Payables under \$ 5,000.00 and Normal, Monthly Reoccurring, Payables not Exceeding \$ 5,000.00**

*[Note> See Promise Academy Fiscal Policy and Procedures Guide for detailed procurement procedures.]*

1. The mail is opened by financial secretary. Invoices are matched to any supporting documentation such as purchase orders and/or delivery receipts and such documentation is verified against the invoice for billing accuracy. (Note> Shipping/delivery receipts are reconciled to items physically received and matched to corresponding purchase orders at the time merchandise is received.) The financial secretary prepares a check request and attaches this to the front of the documents. These items are forwarded to executive director or his designee for approval.
2. The executive director or his designee approves the check request and forwards the approved documentation to the Director of Finance.
3. The Director of Finance reviews invoices to confirm payment is within budget. If the payment is not within budget the executive director and a member of the finance committee are notified. Any payment that exceeds the budget must be approved by the executive director and a member of the finance committee. *(Note>All purchases and expenditures are subject to budgetary considerations prior to the approval of such purchases and expenditures however a final review of the budget is performed by the Director of Finance as an additional control.)* If the payment is within the budget the Director of Finance posts the invoice into QuickBooks accounts payable system for payment. Upon payment, the check along with supporting invoice and QuickBooks accounts payable report are forwarded to the executive director or his designee for review of accuracy.
4. Upon review, the executive director or an authorized check signer signs the checks and forwards to the financial secretary for dual signatures to be obtained.
5. The financial secretary then copies the accounts payable checks and attaches the check copies to the front of each invoice then files in the appropriate vendor file. The financial secretary also mails the check and remittance advice to the vendor.

## **VI. Procedures for Payables Equal to and Greater Than \$ 5,000.00, Not Normal, Monthly, Reoccurring Payable**

1. *(Note> See Promise Academy Fiscal Policy and Procedures Guide for detailed procurement procedures.)*The mail is opened by financial secretary. Invoices are matched to any supporting documentation such as purchase orders and/or delivery receipts and such documentation is verified against the invoice for billing accuracy.

(Note> Shipping/delivery receipts are reconciled to items physically received and matched to corresponding purchase orders at the time merchandise is received.) Prior approval must be attached. Invoices along with all documentation, if any, are forwarded to the executive director or his designee.

2. The executive director or his designee approves payment and forwards payable documentation to the Director of Finance.
3. The Director of Finance reviews invoices to confirm payment is within budget and required quotes and approvals are attached. If the payment is not within budget the executive director and a member of the finance committee are notified. Any payment that exceeds the budget must be approved executive director and a member of the finance committee. *(Note>All purchases and expenditures are subject to budgetary considerations prior to the approval of such purchases and expenditures however a final review of the budget is performed by the Director of Finance as an additional control.)* If the payment is within the budget the Director of Finance posts the invoice into QuickBooks accounts payable system for payment. The check along with supporting invoice and QuickBooks accounts payable report are forwarded to the executive director or his designee for review for accuracy.
4. Upon review, the executive director or an authorized check signer signs the checks and forwards to the financial secretary for dual signatures to be obtained. The financial secretary then copies the accounts payable checks and attaches the check copies to the front of each invoice then files in the appropriate vendor file. The financial secretary also mails the check and remittance advice to the vendor.

## **VII. Finance Committee Monthly Oversight**

A member of the Finance Committee receives the unopened bank statement and reviews all deposits and checks for compliance with policies as well as for evidence of fraud. Noncompliance or frauds, if any, are documented and reported to the Board of Directors. The bank statement is then forwarded to Director of Finance to be filed with the financial records. The Director of Finance reconciles the accounts using the online statements. The Director of Finance is contacted by a member of the Finance Committee if there are any irregularities.

A member of the Finance Committee also reviews the monthly general ledger in detail noting any unusual transactions. Items deemed to be unusual are investigated to determine the validity of the transaction in question. Any unauthorized transactions are reported to the Board of Directors. Review of general ledger can include but is not limited to verification of transaction postings, verification of cash account balance to bank reconciliation, and tracking sequential order of check numbers.

Monthly profit and loss statements are reviewed by a member of the Finance Committee as well as budget versus actual statements. Material budget versus actual variances are identified and investigated. The finance committee meets monthly to review and discuss the financial statements as well as any other items that may impact finance and/or budget. The finance committee members include the school board treasurer, executive director, director of finance & operations, and one additional member of the Board of Directors. Upon completion of the finance committee meeting a consolidated budget versus actual interim financial report is prepared and presented to Board of Directors at the monthly board meeting. Material variances are discussed and resolved at that time.

**PROMISE ACADEMY, INC.**

**CHARTER SCHOOL**

Fiscal Policies and Procedures Guide  
March, 2005

*Special thanks to:*  
Daniel Dennis & Company, LLP  
Boston, MA

# Promise Academy, Inc. Charter School

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## Fiscal Policies and Procedures Guide

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## 100 INTRODUCTION

The State of Tennessee in 2002 enacted the Tennessee Public Charter Schools Act of 2002 (the "Charter Schools Act"), which authorized the establishment of Charter Schools within the State. The law also required the governing body of each Charter School to prepare and publish an annual financial report (including audited financial statements) that encompasses all funds. Additionally, the law requires each Charter School to maintain its accounts and records in accordance with generally accepted accounting principals and in conformance with the uniform chart of accounts and accounting requirements prescribed by the comptroller of the treasury.

### 101 *Scope And Organization*

The *Guide* contains two sections, PART I contains the recommended policies and Part II contains the recommended procedures. The format of each section is as follows:

#### **PART I - RECOMMENDED POLICIES**

- Section 100 Introduction -- provides a description of the purpose of the *Guide* and its organization.
- Section 200 Internal Control Policies -- describes the Charter School's systems and controls in place to safeguard the assets of the School.
- Section 300 Financial Management Policies - sets forth policies for the operation of the financial management structure of the Charter School.
- Section 400 Accounting for Assets, Liabilities and Fund Equity- establishes policies for accounting for the Charter School's assets, liabilities and fund equity.
- Section 500 Support and Revenue Policies - reflects when and how to recognize income provided from various sources.
- Section 700 Property Management Policies - presents policies and practices over the identification, control and disposition of Federal government and school-owned property, equipment and materials.
- Section 800 Procurement Policies - sets forth policies for procuring goods and services.
- Section 900 Travel Policies - set forth policies for business related travel.
- Section 1000 Consultants and Independent Contractors - presents policies and practices governing consultant and independent contractors.

#### **PART II – RECOMMENDED PROCEDURES**

- Section 1100 General Accounting Procedures – describes the overall accounting system design.

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- Section 1200 Cash Management Procedures – describes the cash receipts, disbursements, petty cash and prepaid systems.
- Section 1300 Grant Receivable Procedures – describes the revenue recognition, invoicing, and receivables.
- Section 1400 Payroll Procedures – describes the payroll and personnel procedures.
- Section 1500 Property and Equipment Procedures – describes the acquisition depreciation, disposal and inventory of fixed assets.
- Section 1600 Accounts Payable Procedures – describes the recording, purchasing, reimbursement of accounts payables.
- Section 1700 Other Liabilities Procedures – describes the accrued expense procedures.
- Section 1800 Management Reporting Procedures – describes the budgeting, financial reporting and tax compliance procedures.

## 102 *Purpose Of Guide*

- A. The *Guide* provides recommendations, that when modified to meet the individual school's needs can become the official document for the accounting and administrative functions conducted by the Charter School. The *Guide* can and should be modified where the Charter School deems appropriate.
- B. The *Guide* can provide detailed information on the accounting policies of the Charter School and the administration of various grants and contracts. This *Guide* can also provide guidance to the School in the application of various Federal and state laws and regulations for grants awarded by the U.S. Government and other funding sources.
- C. The *Guide* should be used in conjunction with and referenced to the Charter School's existing personnel policy manual, job descriptions and other policy manuals maintained by the school.

## 103 *Amending The Guide*

This *Guide* contains the essential fiscal policies and procedures of the Charter School, as of the date of promulgation. From time to time, as additional matters require or changes to this *Guide* are appropriate, management of the Charter School should amend this *Guide*.

## 200 **INTERNAL CONTROL POLICIES**

### 201 *Introduction*

Internal control policies provide the Charter School with the foundation to properly safeguard its assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information. Additionally, as a publicly supported entity, the Charter School has

additional responsibilities to ensure the public's confidence and the integrity of the School's activities. See *Appendix D* for organization chart. The following policies will highlight some of the areas of internal controls, which Charter Schools should consider:

202 *Compliance With Laws*

The Charter School will follow all the relevant laws and regulations that govern the Charter Schools within the State of Tennessee. Additionally, any Federal Government laws and regulations that relate to grant funding will be adopted as the grant funding is received. The following are specific policies of the Charter School:

A. Political Contributions

No funds or assets of the Charter School may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Charter School for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Charter School also cannot be involved with any committee or other organization that raises funds for political purposes.

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Following are examples of prohibited activities

1. Contributions by an employee that are reimbursed through expense accounts or in other ways.
  2. Purchase by the organization of tickets for political fundraising events.
  3. Contributions in kind, such as lending employees to political parties or using the School assets in political campaigns.
-

## B. Record Keeping

To provide an accurate and auditable record of all financial transactions, the School's books, records, and accounts are maintained in conformity with generally accepted accounting principles as required by the state statutes, applicable to Charter Schools.

Further, the School specifically requires that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the Charter School.
2. Receipts and disbursements must be fully and accurately described in the books and records.
3. No false entries may be made on the books or records nor any false or misleading reports issued.
4. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

### 203 *Organizational Conflict Of Interest Or Self-Dealing (Related Parties)*

The Charter School will follow Section 49-13-111(g) of the Charter Schools Act with respect to conflicts of interest. The Charter School will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s).

Related party transactions shall include transactions between a school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children, spouses of children, grandchildren, siblings, father-in-law, mother-in-law, sister-in-law and brother-in-law of a board member or school employee.

### 204 *Board Of Trustees Authorities*

The Board of Trustees shall have the sole authority to approve and will incorporate into its own minutes such matters as (i) change of the School's name, with required pre-approval (ii) adoption of the annual operating and capital budgets, (iii) selection or termination of key employees (iv) key employees salary and salary changes, (v) incurrence of debt, mortgages or other encumbrances and their covenants and restrictions, within the terms of the charter (vi) investment policies, (vii) depository and investment banks, (viii) purchase or sale of property (ix) opening up or closing checking or savings accounts, and (x) selection of the Charter School's certified public accountants and (xi) other activities associated with the operations of the Charter School.

The Board of Trustees will meet monthly to ensure that its fiduciary duty is maintained. The Board will review the following: prior meeting minutes, business items, educational items, subcommittee reports, Charter Leader report, new business and other items. See *Appendix C* for sample Agenda of the Board meeting. For specific guidance on the



regulatory and statutory obligations of a Board of Trustees, please refer to  Charter Schools Act.

205 *Signature Authorities*

To properly segregate duties within the Charter School, the President, the Treasurer of the Board and the Charter Leader/ Director are the only individuals with signatory authority and are responsible for authorizing all cash transactions. Individual checks greater than \$5,000 (Question for the BOD to determine limit) will require dual signatures prior to check issuance.

206 *Government Access to Records*

The Charter Leader/Director will provide access to the organization's records to the Comptroller General or his designee and provide supporting records, as requested by government auditors to facilitate the completion of such audits or reviews, in a timely manner.

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207 *Security of Financial Data*

- A. The School's accounting software should be reviewed to ensure that general and application controls to unauthorized access to data is precluded (i.e. proper password protection and authorizations for inquiry or browse only functions.)
- B. The system's accounting data must be backed up daily by the Business Manager to ensure the recoverability of financial information in case of hardware failure. The back up should be stored in a fire safe area and properly secured.
- C. All other financial data, petty cash box, unused checks and unclaimed checks will be secured by the Business Manager from unauthorized access.

208 *Security of School Documents*

Originals of the following corporate documents are maintained and their presence is verified on a periodic basis:

- A. Charter and all related amendments
- B. Minutes of the Board of Trustees and subcommittees
- C. Banking agreements
- D. Leases
- E. Insurance policies
- F. Vendor invoices
- G. Grant and contract agreements
- H. Fixed asset inventory list

209 *Use of School Assets*

- A. No employee may use any of the School property, equipment, material or supplies for personal use without the prior approval of the Business Manager or Charter Leader.

210 *Use Of School Credit Cards*

- A. Charter School credit cards should only be issued with the formal approval of the Board of Trustee and with proper justification. The cost/benefit to the Charter School should be fully reviewed to ensure that no other method is appropriate. If credit cards are issued they should be assigned to certain Charter School employees and should be used only for school-related expenditures. All charges must be supported by invoices or travel reports to be eligible for payment by the Charter School.
- B. Monthly credit card statements are reconciled to invoices and travel reports and are approved by Charter Leader, unless not deemed independent than the approval would be by the Business Manager.

## 300 FINANCIAL MANAGEMENT POLICIES

Charter Schools in the State of Tennessee are granted a charter by the local board of education. As such, the accounting policies and financial reporting adopted should be consistent with the requirements of the Charter Schools Act.

### 301 *Basis Of Accounting*

The Charter School will maintain their accounting records and related financial reports on the accrual basis of accounting.

### 302 *Accounting Policies*

The accounting policies and financial reporting adopted are consistent with the special purpose governmental unit requirements of the Governmental Accounting Standards Board (GASB), including Statement of Governmental Accounting Standards No. 34 – *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*. GASB is the recognized standard setting body for establishing governmental accounting and financial reporting principles.

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### 303 *Basis of Presentation*

The accounts of the Charter School are organized on a basis of a *Business-type Activity*, which is considered to be a separate accounting entity. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures. The Charter School uses the following fund:

*Asset Depreciation Log* - This fund of the Charter School is used to account for all financial resources associated with the operation of the school. In addition, all activities relating to Student Activities should be separately identified and recorded within this fund.

### 304 *Revenues*

Under the accrual basis of accounting, revenues recognized when earned.

### 305 *Expenditures*

Under the accrual basis of accounting, expenses are recognized when services are incurred or goods are received.

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306 *Incurred Costs*

For the purpose of invoicing funding sources for allowable costs under cost reimbursement contracts, the term "costs incurred" is defined as follows:

- A. Costs related to items or services incurred directly for the contract and received at the time of the request for reimbursement and is not specifically disallowed by the funding source.

307 *Cash Management*

- A. The School maintains cash accounts at the following banks:
  - 1. Payroll - XXXXXXX
  - 2. Operating – XXXXXXX
- B. A schedule of aged accounts and grants receivable is prepared monthly and reviewed by the Business Manager for collection. Appropriate collection procedures are initiated, if necessary.

308 *Grants Receivable Aging Criteria*

Accounts receivable outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

309 *Grant/Contract Invoicing*

- A. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.
- B. The invoicing format is that specified by the funding source.

310 *Budgets*

- A. The Charter School prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projection are reviewed and approved by the Board of Trustees, at the annual meeting and modified, as necessary.
- B. Financial statements displaying budget vs. actual results are prepared by the Business Manager and reviewed by the Treasurer and presented to the Board of Trustees at each monthly board meeting.

311 *Insurance And Bonding*

- A. The Charter School shall maintain minimum levels of coverage for at least some or all of the following policies, as deemed appropriate by the Board of Trustees:
  - 1. General liability
  - 2. Business & personal property (including auto/bus)
  - 3. Computer equipment
  - 4. Workers' compensation
  - 5. Personal injury liability
  - 6. Fidelity Bond
- B. The School requires proof of adequate insurance coverage, including bonding for all projects greater than \$xxxx, from all prospective contractors, as deemed applicable by the Board of Trustees.

312 *Record Retention And Disposal*

- A. Records are maintained for the following indicated minimum periods:
  - 1. ~~Books, records, documents and other supporting evidence including paid, cancelled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for the minimum period required by the State of Tennessee, which is currently \_\_\_\_\_ years, after the original entry date.~~
- B. The following records supporting Federal contracts, as required by U.S. Office of Management and Budget are retained for the indicated minimum periods:
  - 1. For three years after submission of the final report of expenditures: general ledger, trial balance, accounts payable and accounts receivable ledger, payroll register, and petty cash book, check register and checks, invoices. Except for :
    - a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
    - b) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.
  - 2. Permanently: Audit reports, annual corporate reports, charter, board minutes, tax and legal correspondence, labor contracts, insurance claims and policies, and retirement and pension records.
- C. ~~The disposal date determined under this policy is the end of the fiscal year, or the date of final payment of government grants.~~
- D. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.

312 *Record Retention And Disposal - continued*

- E. All financial records are maintained in chronological order, organized by fiscal year.
- F. In connection with the disposal of any records, a memorandum of record disposal is prepared by the Business Manager listing the record or the class of records disposed of. The Board of Trustees certifies this memorandum of records disposal.

313 *Financial Reporting*

The Business Manager maintains supporting records in sufficient detail to prepare the School's financial reports, including:

- A. Annually:
  - 1. Financial statements for audit
  - 2. Annual budget
- B. Monthly:
  - 1. Trial balance
  - 2. Internally generated budget vs. actual financial statements
  - 3. Billing invoices to funding sources
  - 4. Updating the cash flow projection
- C. Periodically:
  - 1. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
  - 2. Other reports upon request

314 *Audit*

The Board of Trustees arranges annually for a qualified certified public accounting firm to conduct an audit of the Charter School's accounts and records.

315 *Audit/Finance Committee*

The Board of Trustees appoints an audit/finance subcommittee. This subcommittee will nominate the independent auditor and review the scope and results of the audit. The audit/finance subcommittee also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the subcommittee will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The audit/finance subcommittee will also review all financial information of the Charter School and provide recommendations to the Board of Trustees.

316 *Chart Of Accounts*

The chart of accounts of the School are noted in *Appendix A*.

**400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY**

401 *ASSETS*

402 *Bank Accounts*

- A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Trustees of the School at the indicated Federal Deposit Insurance Corporation (FDIC)-insured banks :

<i>Name of Bank</i>	<i>Purpose/Limitation of Account</i>
XXXXXX	Savings and Checking Accounts

403 *Petty Cash Payments*

- A. Petty cash payments are made from a fund not to exceed \$150, and should be for cash advances, local expense reimbursement and small-dollar vendor purchases, provided proper documentation is furnished with each request. No individual payment shall be greater than \$75.

- B. The petty cash account is balanced on a monthly basis by the petty cash custodian. The replenishment check is made out to "(Custodian's name) - *Petty Cash Custodian*" on an as needed basis.

404 *Criteria For Recording Equipment In Asset Depreciation Log*

- A. All tangible personal property with a useful life of more than one year and a unit acquisition cost of \$5,000 or more, is capitalized in the Asset Depreciation Log. Depreciation associated with the fixed asset will be calculated based on its useful life and straight-line depreciation method. The depreciation expense will be recorded in the Asset Depreciation Log.

405 *Impairment Of Assets*

A recognized impairment of an asset is reflected when circumstances warrant. The appropriate adjustment is made to the Asset Depreciation Log for any impaired assets, accompanied by a description of the impaired asset and the measurement assumptions used in determining the impairment. All impairments should be reported to the Board of Trustees for approval of the adjustment to the fixed asset subsidiary.

406 *Betterments*

Expenditures for significant betterments of existing leased/owned properties are recorded in the Asset Depreciation Log at cost. Maintenance and repairs are expensed as incurred. Depreciation associated with the betterment will be calculated based on its useful life and straight-line depreciation method. The depreciation expense will be recorded in the Asset Depreciation Log.

407 *LIABILITIES AND FUND EQUITY*

408 *Accounts Payable*

Only valid accounts payable transactions based on documented vendor invoices, receiving report or other approved documentation are recorded as accounts payable.

409 *Accounts Payable Payment Policy*

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

410 *Accrued Liabilities*

Salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as a liability when entitlement to payment occurs.

411 *Liability For Compensated Absences*

- A. Compensated absences arise from employees' absences from employment due to vacation leave. When the Charter School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:
  - 1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
  - 2. The employee's right to receive the compensation for the future absences is vested or accumulates.
  - 3. It is probable that the compensation will be paid.
  - 4. The amount of compensation is reasonably estimable.
- B. Compensated absences not required to be paid upon employee termination is only recorded when paid.

412 *Debt*

- A. When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the Asset Depreciation Log/Asset Depreciation Log.
- B. All short-term and long-term debt is approved by the Board of Trustees and may not exceed the duration of the charter, without consent of the Board of Education.
- C. Loan agreements approved by the Board of Trustees should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.



413 *NET ASSETS*

Net Assets are recorded in the Asset Depreciation Log in accordance with generally accepted accounting principles applicable to **the Charter School**.

500 **REVENUE**

501 *Revenue Recognition*

The School records revenue on the accrual basis of accounting, consistent with generally accepted accounting principles applicable to **the Charter School**.

600 **COST ACCOUNTING POLICIES**

601 *Consistency In Cost Accounting*

Practices used by the Charter School in estimating costs in grant/contract proposals are consistent with its accounting practices used in accumulating and reporting costs. Accounting practices used by the Charter School in accumulating and reporting actual costs is consistent with its practices used in estimating costs in its grant and contract proposals.

602 *Unallowable Costs*

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Costs expressly unallowable or mutually agreed to be unallowable, are identified in separate general ledger accounts and excluded from billings to a grant or contract with the respective funding source. Including, but not limited to, OMB Circular A-87 - *Cost Principles for State, Local and Indian Tribal Governments*, OMB Circular A-102 - *Grant and Cooperative Agreements with State and Local Governments*, OMB Circular A-133 - *Audits of State and Local Governments and Nonprofit Organizations*.

603 *Separate Records Of Unallowable Costs*

The Charter School maintains separate records of all expressly and mutually agreed unallowable costs.

604 *Cost Accounting Period*

The fiscal year of the Charter School is July 1st through June 30th. The same accounting period is used for all adjusting entries and accruals.

605 *Gain Or Loss On Disposition Of Assets*

Gains and losses from the sale or other disposition of property are recorded as revenue in the year in which they occur, and are reflected as such on the *Statement of Revenue, Expenditures and Changes in Net Assets*.

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**700 PROPERTY MANAGEMENT POLICIES**

*701 Property And Equipment*

- A. The Charter School maintains detailed records of all government-furnished property and equipment, with an identification and segregation of property and equipment acquired through government contracts.

*702 Identification Of Property*

- A. The Charter School tags all property upon receipt and records assigned numbers on all applicable documents and log pertaining to the property control system.

*703 Record And Report Of Property*

- A. The School maintains records for every item of property in its possession, as follows:
  - 1. Name and description
  - 2. Serial number, model number, or other identification
  - 3. Whether title vests with the Charter School or a governmental entity
  - 4. Vendor name, acquisition date and cost
  - 5. Location and condition of the equipment
  - 6. Ultimate disposition data, including date of disposal and sales price or method of disposal

*704 Physical Inventories*

- A. The Charter School performs a physically inventory all property in its possession or control on an annual basis.
- B. The physical inventory records include each asset, the related control number, location, and a brief description of its condition.
- C. The physical inventory is reconciled to the detailed fixed asset subsidiary, and differences are investigated and reconciled.

*705 Disposal Of Property And Equipment*

- A. No item of property or equipment shall be removed from the premises without prior approval from the Business Manager.
- B. The School has adopted standard disposition procedures for Charter School staff to follow, which include a *Asset Disposal Form*, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.

705 *Disposal Of Property And Equipment - continued*

- C. When property is retired, the appropriate asset in the fixed asset subsidiary will be adjusted and properly reflected in the Asset Depreciation Log.

**800 PROCUREMENT POLICIES**

801 *Procurement (check MCS Policy)*

The School procures only those goods and services which are required to perform the mission and/or fill a bona fide need. Procurements are made using best value contracting which includes assessing the best value considering quality, performance and price. The Charter School shall procure goods and services in accordance with Section 49-13-111 of the Charter Schools Act. The Charter School will use a competitive procurement, which requires sound business reasons for purchases less than \$1,000. The Charter School will select the best value by obtaining three written quotes for items greater than \$1,000 and less than \$5,000. Finally, a formal bid process will be used for items greater than \$5,000, in which three bids will be received and evaluated using a formal evaluation process.

A. The School adheres to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
  2. Make all purchases in the best interests of the School and its funding sources.
  3. Obtain quality supplies/services needed for delivery at the time and place required.
  4. Buy from responsible sources of supply.
  5. Obtain maximum value for all expenditures.
  6. Deal fairly and impartially with all vendors.
  7. Maintain dependable sources of supply.
  8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in the Charter School supplier relationships.
- B. The Charter School will execute a *Purchase Order* for all purchases and it shall be approved by the Business Manager for purchases less than \$5,000 and by the Charter Leader and the Business Manger for purchase greater than \$5,000. (Get BOD input on limits)
- C. All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the Charter Leader. The agreement will identify all the terms and conditions of the lease. Any real estate agreement to rent or sell will require a beneficial interest disclosure as required in MGL Chapter 7, section 40J.

## 900 TRAVEL POLICIES

### 901 *Employee Mileage Reimbursement*

- A. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel. In addition, parking fees and tolls paid are reimbursable if supported by invoices.
- B. All employees requesting such mileage reimbursement are required to furnish a *Travel Report* containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by invoices, if applicable.

## 1000 CONSULTANTS AND CONTRACTORS

### 1001 *Consultant Utilization (Add Neither consultant nor independent contract will be afford any of the direct or indirect benefits of employment with the school.)*

The utilization of all consultants and contract personnel are sufficiently evidenced by:

- A. Details of all agreements (e.g., work requirements, rate of compensation, and nature and amount of other expenses, if any) with the individuals or organizations providing the services and details of actual services performed.
- B. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed.
- C. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements, including students' academic achievement, contractor's compensation and the Charter School's rights to educational curricula and intellectual property developed. If the contract provides substantially all educational services then the contract will be approved by the Board of Education prior to signature by the Charter School.

### 1002 *Independent Contractors*

The use of consultants is closely monitored so as not to vary from the rules of the Internal Revenue Code. In particular, consultants will:

- A. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work.
- B. Adhere to a precise contract scope of services, recomputed or at least adjusted annually. This consultant agreement will specify the obligation of the consultant to pay his or her own self-employment taxes, if applicable.
- C. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits.
- D. Not be assigned a permanent workstation.
- E. Make their services available or work for a number of firms or persons at the same time.
- F. Will use his or her own stationery or time sheet in billing for services.

## **PART II INTRODUCTION**

The following section of the *Guide* will provide procedures, which will support the policies contained in Part I of the *Guide*.

### **1100 - GENERAL ACCOUNTING PROCEDURES**

In this section, procedures are described for the overall accounting system design, General Ledger activity and General Ledger closeout for the Charter School.

#### **OVERALL ACCOUNTING SYSTEM DESIGN**

##### *Control Objective*

To establish a coding structure that supports financial reporting and decision-making.

##### *Major Controls*

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#### **A. Business Manager Involved in Designing the Chart of Accounts/Coding Structure**

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To support the decision making, the Business Manager, along with assistance from additional resources, including the Board, management and outside consultants, should be involved from the outset in setting the chart of accounts/coding structure. The coding generally follows a four-digit general ledger account number followed by a two-digit department number, for grants or other funding to be accounted for separately. The structure is XXXX.XX and use *Appendix A* as a guide.

#### **B. Establishment of Control Accounts**

In order to perform reconciliations, subsidiary account detail (e.g. A/R, A/P listing) are aggregated to General Ledger control accounts.

#### **C. Use of Contra Accounts**

If necessary, the accounting structure provides for offsetting contra accounts (e.g. an allowance for doubtful accounts) to adjust historical cost to current levels for financial reporting purposes.

#### **D. Segregation of Unallowable Costs**

Accounts are established to capture and segregate unallowable costs.

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## **GENERAL LEDGER ACTIVITY**

### *Control Objective*

To ensure that all General Ledger entries are current, accurate and complete.

### *Major Controls*

#### **A. Timeliness of Entries**

All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.

#### **B. Support Documentation**

All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.

#### **C. Audit Trail**

A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

### *Procedures*

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by the Business Manager before entering into the accounting system.
2. Each entry in the accounting system is reviewed and approved by the Business Manager.
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording non-cash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms, and are prepared and reviewed by qualified accounting personnel.
6. All General Journal entries are supported by General Journal Vouchers that have supporting documentation attached, and are approved by the Business Manager.

## **GENERAL LEDGER CLOSE-OUT**

### *Control Objective*

To ensure the accuracy of financial records and reports.

### *Major Controls*

#### **A. Trial Balance**

Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.

#### **B. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers**

Reconciliations are prepared on a monthly basis.

### *Procedures*

1. At the end of each month, a trial balance of all General Ledger accounts is prepared by the Business Manager.
2. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the Staff Accountant or the Business Manager.
3. At fiscal year end and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the audited financial statements.

## **1200 - CASH MANAGEMENT PROCEDURES**

In this section, procedures are described for cash receipts, cash disbursements, and petty cash funds and prepaid items.

### **CASH RECEIPTS**

#### *Control Objective*

To record cash receipts completely and accurately and to prevent the diversion of cash assets.

## Major Controls

### A. Cash Flow Projection

The Charter School annually prepares and updates monthly a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.

### B. Cash Receipts Policies

The School has internal control systems in place to monitor cash receipts, and ensure that deposits are made in a timely manner. The School also uses electronic fund transfers to accelerate deposits.

### C. Internal Accounting Controls

- (i) Opening of mail assigned to an employee with responsibilities independent of access to files or documents pertaining to accounts receivable or cash accounts.
- (ii) Listed receipts and credits compared to accounts receivable and bank deposits.
- (iii) General Ledger control accounts reconciled with Accounts Receivable Subsidiary Ledger

## Procedures

### A. General

1. Mail is opened by the Receptionist who sorts the checks and forwards them to the Staff Accountant, if applicable or Business Manager
2. All checks are restrictively endorsed immediately by the Staff Accountant, if applicable or Receptionist.
3. The Staff Accountant, if applicable or Business Manager prepares journal entries and deposit slips.
4. A copy of each check to be deposited in made and attached to copy of the deposit slip and filed to provide support for all deposits.
5. The Business Manager reviews and signs off on journal entries.
6. The Staff Accountant, if applicable or Business Manager inputs journal entries.
7. Either the Staff Accountant, if applicable or the Business Manager makes deposits on a daily or no later than on a weekly basis. If deposits are made other than daily, the deposit should be maintained in a secure area with limited access.
8. Reconciliation of cash receipts to deposit slips and bank statements are performed by the Business Manager or Treasurer on a monthly basis.

add:  
Deposit Log

add:  
GL acct  
w/ definition  
of the acct.



## **CASH DISBURSEMENTS**

### *Control Objective*

To disburse cash for authorized purposes and record cash disbursements completely and accurately.

### *Major Controls*

#### **A. Cash Disbursement Policies**

Check preparation and signatures are delayed until the due date, consistent with available discounts if available.

#### **B. Internal Accounting Controls**

- (i) Pre-numbered checks and special check protective paper.
- (ii) Match disbursement records against accounts payable/open invoice files.
- (iii) Bank statements reconciled to cash accounts and any outstanding checks verified by either the Business Manager or the Staff Accountant, if applicable.
- (iv) Supporting documentation canceled to prevent resubmission for payment.
- (v) Detailed comparison of actual vs. budget disbursements on a periodic basis.
- (vi) Separation of duties to the extent possible for an organization the size of the School.

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### *Procedures*

1. When the transaction is complete and payment is due, a pre-numbered check is prepared by the Business Manager who attaches all supporting documentation: (e.g. vendor invoice, purchase order, purchase requisition, etc.) and submits the package to the Charter Leader or the Treasurer for approval.
2. All invoices submitted for signature will include approvals for payment, expense account charged, check number and date of payment.
3. The Charter Leader or the Treasurer signs checks, after examining the supporting documentation.
4. After having been signed, the checks are mailed directly to the payee by receptionist.
5. All supporting documents are canceled (i.e. stamped *PAID*) by the signatory and filed by Business Manager.
6. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies.
7. Bank statements are reconciled soon after receipt by either the Business Manager or the Staff Accountant, if applicable and reviewed by the Charter Leader.

## **PETTY CASH FUNDS**

### *Control Objective*

To control the use of petty cash funds for valid transactions.

### *Major Controls*

#### **A. Internal Accounting Controls**

- (i) Reconcile petty cash funds by employees with responsibilities independent of cash receipts, disbursements or custody.

### *Procedures*

1. The Charter School will maintain an imprest petty cash system of \$150, which will be maintained and secured by the Business Manager.
2. The Business Manager maintains a log of all disbursements made from the petty cash fund and uses a *Petty Cash Voucher* for all petty cash disbursements. No disbursements will be for greater than \$75.
3. When the fund needs to be replenished, a check request is prepared by the Business Manager, attaching the log of disbursements and the supporting vouchers. See cash disbursement procedure above for payment.
4. Any differences between the check request to bring the fund up to the petty cash amount and total disbursements made are reviewed and a justification is prepared.
5. Funds disbursements are entered into the General Ledger by expense category when the fund is replenished.

## **PREPAID ITEMS**

### *Control Objective*

To ensure proper accounting for prepaid expenses.

### *Major Controls*

#### **A. Internal Accounting Controls**

- (i) Preparation and updating of an amortization schedule to reflect the incurring of expenses for prepaid items (e.g. prepaid insurance).
- (ii) Detailed prepaid expenses reconciled with the General Ledger control account.

### *Procedures*

1. Vendor invoices are reviewed by the Business Manager to identify all required prepayments.
2. For payment of prepaid items, the transaction is coded to reflect the appropriate portion of the payment representing the prepaid portion.
3. An amortization schedule is prepared to reflect the incurring of an expense for prepaid items.
4. A standard journal entry is prepared by the Business Manager or Staff Accountant, if applicable to record the monthly expense.
5. A reconciliation is performed on a monthly basis between the subsidiary ledger and the prepaid expense General Ledger control account.

## **1300 - GRANTS RECEIVABLE PROCEDURES**

In this section, the procedures are described that cover revenue recognition and invoicing, billing, accounts and contributions receivable.

### **REVENUE RECOGNITION AND INVOICING**

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#### *Control Objective*

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To ensure that grant and contract billings are adequately supported, recorded on a timely basis, and reflect the terms and conditions of the grant or contract.

#### *Major Controls*

**A. Invoicing Policy**

Invoices are prepared based on contract agreement dates.

**B. Invoice Format**

Invoice formats vary depending on the funding source.

**C. Segregation of Unallowable Costs**

Accounts are maintained in separate accounts for explicitly unallowable costs.

**D. Internal Accounting Controls**

- (i) Verification of services performed before invoice processing.
  - (ii) Reconciliation of expenditures incurred or units billed to invoices prepared.
  - (iii) Control of revenue with use of a General Ledger control accounts.
  - (iv) Separation of duties between the preparation of the invoice and its review and approval to the extent possible for an organization the size of the School.
-

1. On a monthly basis, program costs, or an electronic spreadsheet noting total units served, is reviewed by the Business Manager and recorded on an invoice format prescribed by the funding source. Unallowable or unbillable costs are excluded from claimed costs.
2. The invoice is entered in the Grants Receivable ledger, which depending on the accounting software should automatically prepare an entry to record the corresponding revenue.
3. Arithmetic extensions are verified and invoices are reviewed for accuracy and completeness by the Business Manager and signed by the Charter Leader.
4. Invoices are entered into the Grants Receivable subsidiary ledger (at which time the corresponding revenue is recorded) and mailed to the funding source by the Business Manager.
5. Copies of invoices and supporting documents are filed by funding source.

## **GRANTS RECEIVABLE**

### *Control Objective*

To ensure the accuracy, completeness and timeliness of accounts receivable balances.

### *Major Controls*

#### **A. Separation of Duties**

To the extent possible, the responsibility for posting invoices is kept separate from those with responsibilities for cash functions.

#### **B. Use of Control Accounts**

A General Ledger control account is reconciled to individual receivable balances within the Grants Receivable subsidiary ledger.

### *Procedures*

1. Payments and other adjustments are posted to the Grants Receivable subsidiary ledger.
2. The Grants Receivable subsidiary ledger is reconciled monthly to the General Ledger control account on a monthly basis.
3. Any Grants Receivable balance greater than 90 days old is followed up and investigated.
4. A final report is submitted to the Grants Management Office reporting expenditures 60 days after the end of the project period.

## 1400 - PAYROLL PROCEDURES

Payroll procedures are organized under six categories: personnel requirements, personnel data, timekeeping, preparation of payroll, payroll payment, and payroll withholdings.

### **PERSONNEL REQUIREMENTS**

#### *Control Objective*

To ensure that the School hires only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

#### *Major Controls*

##### **Payroll Policies**

The School has adopted payroll policies for installing new employees on the payroll system and removing terminated employees from the system, as well as monitoring vacation and sick pay.

#### *Procedures*

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##### **New Employees**

1. Requests for new employees are initiated by the Charter Leader and compared with the approved annual personnel budget.
2. A *Personnel Action Form* is initiated when hiring a new employee. Information on this form is reviewed by the Business Manager communicated to the outside payroll service provider, if applicable or input into in-house payroll software.
3. New employees complete an *Application for Employment*.
4. New employees complete an *IRS W-4 Form* [and *Tennessee Form \_\_\_\_*].

##### **Vacation and Sick Pay**

1. Employees accrue vacation time based on personnel policy of the Charter School.
  2. Employee is required to provide at least two weeks advanced notice to supervisors for a vacation request.
  3. Regular part-time employees will earn vacation time on a pro-rated bases based on personnel policy of the Charter School.
  4. Employees' earned vacation balances are adjusted monthly to reflect vacation time earned and taken and reviewed by the Charter School Leader.
  5. Sick leave taken is monitored against each employee's available sick time on an electronic spreadsheet and reviewed by the Charter School Leader.
-

### **Vacation and Sick Pay - continued**

6. Before vacation time is paid, a *Vacation Authorization Request* is to be prepared by the employee, which is reviewed and approved by the Business Manager.
7. The Staff Accountant or Business Manager monitors vacation and sick time by maintaining a log for each individual.
8. A General Journal entry is prepared at year-end to record the accrued vacation liability.
9. Unused vacation time is based on personnel policy of the Charter School.

### **Terminations**

1. For each terminated employee, a *Termination Form* documenting the reasons for termination is completed and routed to the Business Manager for approval.
2. The approved *Termination Form* is communicated to the Payroll Service or in-house payroll software Bureau for updating the payroll data, including the effects on the fringe benefits including health, dental, pension, COBRA, etc.
3. The approved *Termination Form* is maintained in the terminated employee's personnel file.

## **PERSONNEL DATA**

### *Control Objective*

To calculate and record payroll data accurately and completely for all employees.

### *Major Controls*

#### **Internal Accounting Controls**

- (i) A precise paper trail covering all transactions.
- (ii) Changes in personnel data approved by responsible officials.
- (iii) Separate payroll and personnel files periodically reviewed and reconciled.

### *Procedures*

1. Changes to personnel data are initiated with a *Personnel Action Form* when making changes in new hires, terminations, pay rate changes, or payroll deductions.
2. The Business Manager or the Charter Leader authorizes any change to payroll data.
3. The Payroll Service Bureau or in-house payroll software processes authorized changes to the payroll data.
4. A copy of the *Personnel Action Form* is retained in the employee's personnel file.

## **TIMEKEEPING**

### *Control Objective*

To ensure that payment for salaries and wages is made in accordance with documented time records.

### *Major Controls*

#### **A. Timekeeping Policies**

Employees are instructed on the proper charging of time to assure the accuracy of recorded time to cost objectives.

#### **B. Time Sheet**

Labor hours are accurately recorded and any corrections to timekeeping records, including the appropriate authorizations and approvals, are documented.

#### **C. Internal Reviews**

The School personnel monitor the overall integrity of timekeeping.

#### **D. Internal Accounting Controls**

- (i) Reconciliation of hours charged on time sheets to attendance records.

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### *Procedures*

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#### **Time Sheet Preparation**

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1. Hourly and salary employees prepare time sheets on a bi-weekly basis.
2. In preparing time sheets, employees:
  - (i) Enter hours in ink and sign the completed timekeeping record
  - (ii) Make all corrections in ink by crossing out the error and initialing the change.
  - (iii) Submit the completed time sheet to the Administrative Assistant or Receptionist.

#### **Approval and Collection of Time Sheets**

1. Each employee's time sheet is forwarded to the Administrative Assistant or Receptionist on a bi-weekly basis, which ensures all the timesheets are submitted in a timely manner. The Administrative Assistant or Receptionist forwards the timesheets to the Charter Leader who reviews and approves them.
2. Authorized timesheets are collected by the Administrative Assistant or Receptionist and forwarded to the Business Office for processing.

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#### **Reconciliation of Payroll to Time Sheets**

1. Hours shown on time sheets are reconciled to the hours recorded on the Payroll Register by the Business Manager for each time sheet period.

## **PREPARATION OF PAYROLL**

### *Control Objective*

To ensure that payment of salaries and wages is accurately calculated.

### *Major Controls*

#### **A. Internal Accounting Controls**

- (i) Time records are periodically reconciled with payroll records.
- (ii) The responsibility for checking the accuracy of payroll calculations is separated from the responsibility for payroll preparation to the extent possible for the size of the School.

### *Procedures*

1. The Administrative Assistant or Receptionist forwards approved time sheets to the Business Office.
2. The total time recorded on time sheets and the number of employees is calculated by the Business Manager.
3. Recorded hours from the bi-weekly time sheets are accumulated by the Business Manager and communicated to the Payroll Service via modem or input into the in-house payroll software.
4. The payroll documents received from the Payroll Service Bureau or in-house payroll software (e.g., calculations, payrolls and payroll summaries) are compared with time sheets, pay rates, payroll deductions, compensated absences etc. by the Business Manager.
5. The Business Manager verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the Business Manager.
7. The Payroll Register is reviewed and approved by the Business Manager prior to forwarding of the payroll checks for signature to the Charter Leader or Treasurer.

## **PAYROLL PAYMENT**

### *Control Objective*

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.



### *Major Controls*

#### **Internal Accounting Controls**

- (i) Use of pre-numbered checks and accounting for all check numbers.
- (ii) Complete audit trails on all payroll checks and direct deposit with authorizing signatures at each juncture.

#### *Procedures*

1. Checks and payroll register are forwarded to Charter Leader or Treasurer for signature.
2. Payroll payments by check, direct deposit or cash are distributed by the Business for forwarding to employees and payroll register is filed.
3. The Business Manager controls and monitors all undelivered and uncashed payroll checks, respectively.
4. The payroll bank account is reconciled monthly by the Staff Accountant or Business Manager and reviewed by the Charter Leader.

### **PAYROLL WITHHOLDINGS**

#### *Control Objective*

To ensure that payment withholdings are correctly reflected and paid to the appropriate third parties.

#### *Major Controls*

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##### **A. Reconciliation of Payment and Payroll Withholdings**

Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.

##### **B. Internal Accounting Controls**

The Payroll Service Bureau or in-house payroll software calculates payroll withholdings, which are reviewed and verified by the Business Manager.

#### *Procedures*

1. The Payroll Service Bureau or in-house payroll software calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
  2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the Business Manager.
  3. The Business Manager reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
  4. Original withholding and benefit election forms, maintained in the employee file, are prepared by employee and reviewed and approved on a periodic basis by the Business Manager.
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### **1500 - PROPERTY AND EQUIPMENT (P&E) PROCEDURES**

This section is organized into six parts: P&E acquisitions, record keeping over P&E, depreciation of P&E, inventory of P&E, disposal of P&E, and Government-furnished and School-acquired property and equipment

## **PROPERTY AND EQUIPMENT ACQUISITIONS**

### *Control Objective*

To control the acquisition of P&E and completely and accurately record fixed asset acquisitions in order to safeguard fixed assets from loss.

### *Major Controls*

#### **A. P&E Acquisitions Tied to Budget**

All acquisitions of property and capital equipment are either designated in the approved budget, or subsequently approved by the Board of Trustees.

#### **B. P&E Acquisitions Based on Approved Requests**

Official approval is obtained before a P & E purchase is made. This is performed by reviewing the *Purchase Requisition Form* prepared for the item.

#### **C. Internal Accounting Controls**

(i) Reconcile fixed asset acquisitions with capital expenditure authorizations.

### *Procedures*

1. Capital budget requests are submitted annually for review and approval by the Board of Trustees.
2. Authorization requests for the acquisition of fixed assets are reviewed and approved by the Business Manager, Treasurer, or Charter Leader.
3. Each item of property and equipment received is identified and tagged in a visible area on the asset.
4. A copy of *Purchase Orders* for capital expenditures is entered into the fixed assets subsidiary or comparable worksheet for proper identification of all fixed assets to be included in the Asset Depreciation Log.
5. Information on each tagged asset is entered in the fixed assets subsidiary or comparable worksheet.

## **RECORDKEEPING OVER PROPERTY AND EQUIPMENT**

### *Control Objective*

To completely and accurately record fixed asset acquisitions, transfers and dispositions on a current basis.

### *Major Controls*

#### **A. Capitalization Policies**

The School follows generally accepted accounting principles as applicable to special purpose business- type activity governmental unit. All fixed asset purchased are capitalized in the year of purchase, and recorded in the Asset Depreciation Log. The School follows the policy of capitalizing all fixed assets purchased greater than \$5,000.

#### **B. Fixed Asset Classification**

Fixed assets are accounted for by the following classifications: land, building, equipment, betterment, leasehold improvements, equipment, furniture, and computer hardware and software.

**C. Complete Record of P&E Acquisition Costs**

The fixed assets subsidiary ledger contains the full history of each capital asset acquired: original acquisition cost, and any costs incurred to prepare the asset for use.

*Procedures*

1. Asset acquisitions, transfers, and dispositions are entered in the fixed assets subsidiary ledger on a periodic basis.
2. The fixed assets subsidiary ledger is reconciled with the control account in the Asset Depreciation Log on a monthly basis. Any differences are analyzed and resolved by the Business Manager.

**DEPRECIATION**

*Procedures*

1. The School capitalizes all fixed assets when acquired, and records the historical cost of these items in the Asset Depreciation Log. In accordance with generally accepted accounting principles, as they relate to special purpose business-type activity, government units, under GASB 34 depreciation expense must be recorded in the statement of revenue, expenditures and changes in net assets. The Charter School will use the straight line method of depreciation over the assets useful life as determined as follow:

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Computers	3 years
Office Equipment	5 years
Vehicles	5 years
Office Furniture	7 years
Leasehold Improvements	Life of lease or 5 years which ever is greater
Building Improvements	20 years
Building	30 years

**INVENTORY OF PROPERTY AND EQUIPMENT**

*Control Objective*

To ensure that all recorded assets exist and are in use.

*Major Controls*

**Internal Accounting Controls**

- (i) All property and equipment is tagged when received.
- (ii) Physical inventories are performed bi-annually.
- (iii) Differences between physical inventories and amounts recorded in the control account are analyzed and reconciled monthly.

### *Procedures*

1. The Business Manager prepares a printout of recorded fixed assets by asset classification.
2. An inventory of fixed assets is taken annually.
3. The inventory of fixed assets is compared to the amounts recorded in the general ledger control account. Differences are investigated and resolved by the Business Manager monthly.

## **DISPOSAL OF PROPERTY AND EQUIPMENT**

### *Control Objective*

To ensure that assets no longer in use are disposed of in accordance with existing policies.

### *Major Controls*

#### **A. Disposal Policies**

The School has adopted policies on the disposition of property and equipment.

#### **B. Internal Accounting Controls**

- (i) Use of fixed asset disposal authorization forms.
- (ii) Disposal or transfer of fixed assets only with proper authorization.
- (iv) Periodic count of fixed assets that is reconciled with fixed asset recorded in the control account in the general ledger.

### *Procedures*

1. A determination is made by the School personnel as to the usefulness of a fixed asset.
2. An *Asset Disposal Form* is prepared with proper written authorization from the Business Manager.
3. The *Asset Disposal Form* is reviewed and signed by the Charter Leader.
4. A copy of the *Asset Disposal Form* is routed to the Business Manager, who enters the dollar amount of the disposed fixed asset as a reduction in the fixed asset subsidiary ledger, and adjusts the control account in the Asset Depreciation Log. The treatment of any proceeds from the disposition, and the recognition of any gain or loss on sale of the disposed asset, is also recorded in the Asset Depreciation Log revenue account at this time.

## **GOVERNMENT-FURNISHED AND SCHOOL-ACQUIRED PROPERTY AND EQUIPMENT**

### *Control Objective*

To assure that Government-furnished and School-acquired property and equipment are properly obtained, used and managed during the performance of Government contracts.

*Major Controls*

**A. Record keeping**

The School maintains detailed records on all property and equipment.

**B. Custody**

All Government-furnished and School-acquired property and equipment, when not in use, is stored in a secure area.

**C. Inventory**

All Government-furnished and School-acquired property and equipment is inventoried.

*Procedures*

1. All Government-furnished and School-acquired property and equipment on Government contracts/grants are assigned tag numbers and properly identified with this number in the fixed asset subsidiary ledger.
  2. On an annual basis, the Business Manager inventories all property and equipment and ensures that fixed assets are being used for the purpose intended.
  3. The disposition of Government furnished and School-acquired property and equipment is authorized by Business Manager and reported to the proper Government Agency.
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## 1600 - ACCOUNTS PAYABLE PROCEDURES

This section is organized into three major parts: accounts payable, purchasing and expense reimbursement.

### **ACCOUNTS PAYABLE**

#### *Control Objective*

To ensure that invoices are accurately recorded on a timely basis for authorized purchases.

#### *Major Control*

##### **A. Reconciliation of Accounts Payable Records**

Reconciliation of source data, subsidiary ledger totals and General Ledger control accounts is performed periodically to ascertain the accuracy of accounts payable entries.

##### **B. Internal Reviews**

Internal reviews are conducted to determine if duplicate payments or overpayments exist.

#### *Procedures*

##### **Voucher Preparation and Review of Voucher**

1. Invoices are received by the Administrative Assistant, who forwards them to the Charter Leader or Coordinators for approval.
2. Approved invoices are forwarded to the Business Office.
3. Invoices are compared to the *Purchase Order* and the packing list.
4. The invoice is reviewed for:
  - (i) The nature, quality and quantity of goods ordered and the related price
  - (ii) Accuracy of all arithmetic calculations and extensions
5. The invoice is input into the Accounts Payable subsidiary of the accounting software after it is reviewed by either the Staff Accountant or the Business Manager.
6. Checks are run on a weekly basis, and vendors are paid based on terms of the invoices, as recorded within the system. See Cash Disbursement section for issuing of checks.

### *Purchase Discounts*

1. The Business Manager establishes all vendors within the accounting system upon initial use of the vendor.
2. The Business Manager reviews the invoice for any purchase discounts date and ensures that the vendor file is established and properly capturing the discount period.

### *Reconciliation of Accounts Payable Records*

1. The total balance in the Accounts Payable Subsidiary Ledger is reconciled with the General Ledger control account monthly.
2. Debit balances in the Accounts Payable Subsidiary Ledger are resolved appropriately (e.g. an offset against other amounts due the vendor, requesting payment from the vendor, etc.)

## **PURCHASING**

### *Control Objective*

To ensure that goods and services are acquired at fair and reasonable prices and the highest personal standards of conduct are maintained in all relationships with vendors, suppliers and subcontractors.

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### *Major Controls*

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#### **A. Purchase Requirements**

The School has developed cost-effective and efficient purchase requirements in order to achieve full and open competition, meeting delivery schedules, controlling inventory and material, and expediting and following up purchases.

#### **B. Required Competition**

The School utilizes the following procurement guidelines:

*Contracts under \$1,000* - The School uses sound business practices when procuring goods and services for amounts less than \$1,000.

*Contracts from \$1,000 To \$5,000* - The School seeks price quotes from at least three vendors and awards the contract to the responsible vendor offering the supply or service needed for the lowest price.

*Contracts greater \$5,000* - The School conducts a formal advertised competition using sealed bids or proposals. An award is offered to the qualified bidder who meets the School's specifications and offers the lowest price.

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**C. Selecting the Vendor**

The School selects the most responsive and responsible vendor to provide required materials and services, and promotes competition in order to obtain fair and reasonable prices.

**D. Internal Accounting Controls**

- (i) Approval by the Board of Trustees of purchases equal to or exceeding over \$25,000 prior to contract/purchase order finalization.
- (ii) Adoption of policy requires the reporting of unethical conduct to management and subsequent restitution of any gain resulting from such conduct.

*Procedures*

**Purchase Requirements**

1. After approval of the annual budget, the Business Manager reviews the School's needs to uncover patterns of orders, and opportunities for clustering orders, to achieve volume discounts.
2. In preparing a purchase requisitions, the Charter Leader identifies only minimum needs.

**Processing Purchase Requisitions**

1. *Purchase Requisitions* are forwarded to the Administrative Assistant or Receptionist. The Administrative Assistant or Receptionist prepares a spreadsheet by vendor for the items requisitioned.
2. The *Purchase Requisitions* includes the following:
  - (i) A description of items ordered
  - (ii) A cost estimate
  - (iii) The required delivery information
  - (iv) A statement of the nature and purpose of the procurement
3. *Purchase Requisitions* are approved by the Business Manager, after review of the remaining budget.
4. The Administrative Assistant presents *Purchase Requisitions* to the Charter Leader for review and approval.
5. Approved *Purchase Requisitions* are forwarded to the Staff Accountant or Business Manager.



### **Processing Purchase Orders**

1. A *Purchase Order* is prepared by the Business Manager or approves the information that was input by the Staff Accountant.
2. Before a *Purchase Order* is sent to a supplier, it is reviewed by the Business Manager for accuracy of the dates, account coding, quantities listed and arithmetic extensions.
3. *Purchase Orders* are approved by the Business Manager or the Charter Leader.
4. Two copies of the *Purchase Order* are prepared. One copy is forwarded to the vendor, and the other copy is filed alphabetically by vendor in the business office and entered in the *Purchase Order Log* by pre-assigned number to track outstanding commitments.

### **Obtaining Bids and Quotations**

1. The Business Manager requests bids or quotations verbally on transactions not expected to exceed \$1,000, and in writing for transactions between \$1,000 and \$5,000. Items greater than \$5,000 will require formal bid requests and evaluation before *Purchase Order* is issued.
2. In evaluating bids received, the Business Manager performs and documents a cost or price analysis.

### **Negotiation and Award**

1. ~~Consistent with the School's goal of expanding opportunities for minority business enterprises, companies which are minority or women owned, to the extent they are available locally and qualified, are given an opportunity to bid on a procurement in the School's selection process.~~
2. Award may be made to other than the low bidder in circumstances where the higher bid demonstrates best value contracting procedures to the School (can use MGL c30B as guide). In such situations, the Business Manager shall prepare a justification statement for such awards, furnishing a brief explanation of the factors leading to such a decision.

## **EXPENSE REIMBURSEMENT**

### *Control Objective*

To ensure the School pays for only authorized business expenses.

### *Major Controls*

#### **A. Travel Policies**

The School has adopted policies on travel reimbursement.

#### **B. Employee Expense Reimbursement Documentation**

Employees are required to obtain and furnish documentation for individual expenses of \$25 or over (provided they are not on a per diem basis) and company credit card purchases.

**C. Internal Accounting Controls**

- (i) Justification for travel approved by Business Manager or Charter Leader
- (ii) Documentation for incurred employee expenses
- (iii) Documentation for company credit card purchase.

**Expense Advance or Reimbursement**

Expense Reimbursement:

- 1. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement for authorized expenses completes a *Travel Report* detailing the expenses incurred, attaching originals of supporting documentation.
- 2. All credit card purchases are supported by invoices in order to be reimbursed.
- 4. The employee's *Travel Report* and credit card purchases invoices are reviewed and approved by the Business Manager.

**1700 - PROCEDURES FOR OTHER LIABILITIES**

In this section, procedures for liabilities are covered under accrued liabilities.

**ACCRUED LIABILITIES**

*Control Objective*

To accurately control and record accrued liabilities.

*Major Controls*

**A. Maintaining an Accrual Register**

To properly set up and monitor accrued liabilities and accrual accounts related to salaries and wages, vacation pay and payroll taxes.

**B. Reconciliation of the Subsidiary Schedules with the General Ledger Control Account**

On a periodic basis, a reconciliation is performed between the subsidiary schedule and the General Ledger control account.

*Procedures*

- 1. An accrual subsidiary schedule is established and maintained by the Business Manager for each type of accrual.
- 2. The School records all accruals at fiscal year end, or when determined necessary by the Business Manger
- 3. A General Journal entry is prepared at year-end to record all accruals.

**1800 - MANAGEMENT REPORTING PROCEDURES**

In this section, procedures are covered for supporting the annual budget, financial reporting and tax compliance.

## **ANNUAL BUDGET**

### *Control Objective*

To effectively support the preparation of the annual budget and its periodic review.

### *Major Controls*

#### **A. Budget Process**

The Finance Committee works with the Business Manager and prepares the annual operating and capital budgets and cash flow projection, with input from the Charter Leader and the school's community. The budgets and projection are submitted to the Board of Trustees for approval.

#### **B. Internal Accounting Controls**

Accuracy and completeness of the budget and projections

### *Procedures*

1. In preparation of the annual operating and capital budget and cash flow projection, the Business Manager prepares a preliminary budgets and projection for review by the Charter Leader in consultation with the Finance Committee.
2. To support budgets and projection estimates, the Business Manager prepares current year-to-date financial data with projections of year-end totals.
3. The Charter Leader and the Finance Committee review the budgets and projection submitted for completeness and reasonableness.
4. The Board of Trustees approves and adopts the final budgets and projection.
5. The adopted budgets totals are entered in the General Ledger by the Business Manager for the new fiscal year, in order to prepare budget to actual reports.

## **FINANCIAL REPORTING**

### *Control Objective*

To ensure the accuracy, completeness and timeliness of financial reporting to support decision-making.

### *Major Controls*

#### **A. Schedule**

Monthly managerial reports are prepared based on a schedule.

#### **B. Review and Approval**

Financial reports are reviewed for accuracy and completeness.

#### **C. Audit**

The annual financial statements of the School are audited by a certified public accounting firm.

### *Procedures*

1. The Business Manager prepares monthly budget vs. actual financial reports and cash flow projection for the Board of Trustees meetings.
2. The Charter School submits to an audit of its financial statements by a qualified certified public accounting firm, in accordance with *Governmental Auditing Standards*.

## **PAYROLL TAX COMPLIANCE**

### *Control Objective*

To accurately prepare and file required tax documents on a timely basis.

### *Major Controls*

#### **A. Preparation**

Retain a Payroll Service Bureau or in-house payroll software to assist in the preparation of its periodic payroll tax filings.

#### **B. Approval of Tax Returns**

Payroll tax documents are reviewed and approved by the Business Manager.

*Procedures*

1. The School maintains a schedule of required filing due dates for:
    - (i) *IRS Form W-2* - Wage and Tax Statement.
    - (ii) *IRS Form W-3* - Transmittal of Income and Tax Statements.
    - (iii) *IRS Form 940* - Employer's Federal Unemployment (FUTA) Tax Return.
    - (iv) *IRS Form 941* - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
    - (v) *IRS Form 1099 MISC* (also *1099-DIV*, *1099-INT*, *1099-OID*) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
    - (v) Quarterly and annual state(s) unemployment tax return(s).
  
  2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the Business Manager for accuracy and completeness.
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## **ATTACHMENT N**

School Reports/Authorizer Evaluations

<b>Category</b>	<b>Measure</b>	<b>Points Possible</b>
Mission	School Success Rate	20
School Progress	Better Of: Subject-Specific TVAAS OR School Success Rate Percentile Rank	30
Student Progress	TVAAS Composite	
College & Career	Lexile Growth	15
Equity	School Success Rate Subgroup Percentile Rank	10

**romise Academy - Spring Hill**

7 K8 School Performance Framework

<b>Paths to Achieve</b>	<b>Results</b>	<b>Performance</b>
Percent of students on track/mastered	17.9	Exceeds
Literacy and numeracy TVAAS level OR Success rate performance compared to state	lit_num_tvaas	Exceeds
Value-added model evaluating individual student growth		
Percent of students meeting reading growth goals	50	Meets
Subgroup success rate performance compared to state	26.3	Exceeds

Total Points Earned:  
Total Points Possible:  
Percent of Points Earned:  
Overall Performance:



**Achievement School District**  
**2018-2019 School Performance Framework (SPF) Evaluation**  
**School Name: Promise Academy**

**Part A: Introduction**

As a condition of their formal contracts with the Achievement School District, all participating charter schools agreed to the following requirements related to academic oversight and accountability:

- “During the term of the charter, the ASD shall retain the right to review the academic, operational, and financial performance of the Operator.”
- “In the (ASD) School Performance Framework, key criteria have been included to measure performance of a school.”
- “The ASD School Performance Framework include a subset of metrics that combine to create a Composite Score to determine if schools are on track to dramatically improve outcomes for students...The ASD will use the Operator’s School Composite Score to determine the closure or rate of replication for the Operator’s schools in the ASD.”

*Tennessee Achievement School District Charter Agreement Sections 2 & 3*

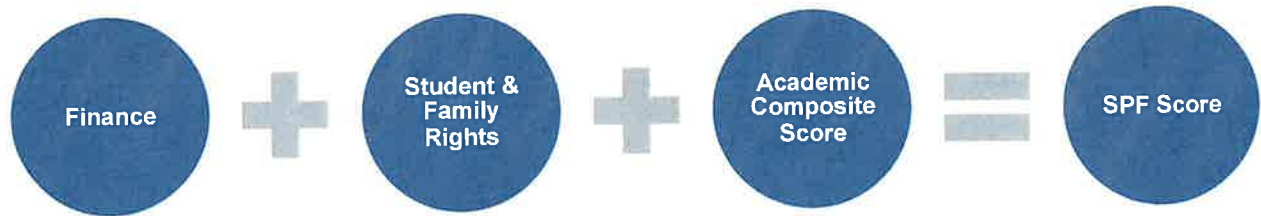
This report is provided to each ASD charter school as a reference tool to inform dialogue between the school leadership team, ASD, and the Tennessee Department of Education (“department”) regarding future strategy for improvement. Part B outlines the SPF methodology; Part C details performance for your school; and Part D describes next steps.

**Part B: Review of SPF Methodology**

Each school is assessed based on data metrics in the categories of Finance, Student and Family Rights, and Academic Composite.

Category	Description	Metrics
Finance	The metrics in this category are measured at the operator level and ensure operators are financially responsible and viable.	<ul style="list-style-type: none"> <li>• Cash on hand</li> <li>• Threshold ratio</li> <li>• Financial audit</li> </ul>
Student & Family Rights	The metrics in this category are measured at the school level and ensure school compliance with significant legal obligations.	<ul style="list-style-type: none"> <li>• Access</li> <li>• Enrollment</li> <li>• Health &amp; safety</li> <li>• Leadership</li> <li>• Voice</li> </ul>
Academic Composite Score	Metrics in this category are measured at the school level and ensure operators are on track to move schools out of the bottom 5% in the state and are serving students well.	<ul style="list-style-type: none"> <li>• Mission</li> <li>• School progress</li> <li>• Student progress</li> <li>• Equity</li> <li>• College &amp; Career</li> <li>• Remanded students</li> </ul>

The school's overall SPF rating is based upon each category rating, which is in turn based upon the specific metrics.

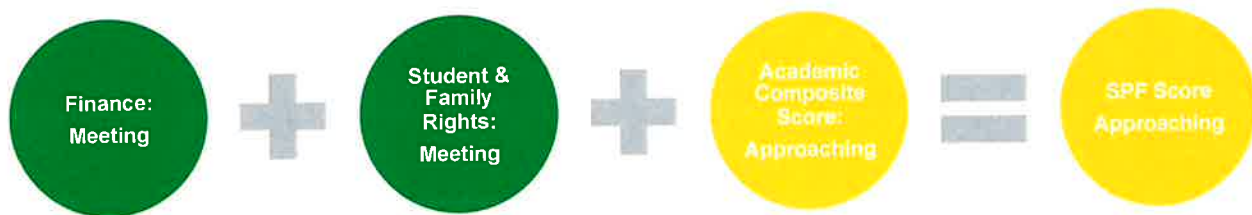


The school's rating for each category as well as the overall rating falls into one of four possible classifications:



The rubric on the next page outlines how a school is rated on each metric and category. **A school's overall SPF rating will be based on its lowest-performing category.** Below is an example rating. In this example, the school's lowest-performing category is "Academic Composite Score" with an "Approaching" rating; therefore, the school's overall SPF rating is "Approaching."

***Example Rating***



***Methodology Notes***

At the time of the framework's adoption, every school was classified as either a K-8, high school, Alternative Education for SPF tabulation purposes. As the ASD no longer has any exclusively K-2 sites, current tabulations are based on each school being classified as either a K-8, high school, or alternative education campus.

Modifications to this methodology were made only in those instances in which changes to assessments rendered former metrics moot and after discussions with CMO leaders. In those cases, those changes have been noted, supplied to operators prior to the SPF meetings and explicitly noted in the summary in an effort to align with the original data point.

Calculations for each of the three SPF categories were made by the offices listed below and are available for review by written request to [ythomas@tnasd.org](mailto:ythomas@tnasd.org):

- Financial: Tennessee Department of Education, Division of Finance
- Student & Family Rights: ASD Interim Superintendent and ASD District Team
- Academics: Tennessee Department of Education, Office of Data & Strategy

**School Performance Framework Rubrics**

Finance Category Rubric				
Metric	Does Not Meet	Approaching	Meeting	Exceeding
Cash on hand	Less than 30 days cash on hand	<i>N/A – this rating is not available for this metric</i>	30 days cash on hand	More than 30 days cash on hand
Threshold	Less than a 1:1 ratio	<i>N/A – this rating is not available for this metric</i>	Equal to a 1:1 ratio	More than a 1:1 ratio
Financial audit	Issues with audit	<i>N/A – this rating is not available for this metric</i>	Clean financial audit	<i>N/A – this rating is not available for this metric</i>
<b>Overall Rating:</b> <ul style="list-style-type: none"> <li>Failure to receive a rating of “Meeting” for any metric in this category would result in an automatic "Does Not Meet" for this category.</li> <li>An operator could receive a rating of “Exceeding” for this category if two of three metrics are rated as “Exceeding.”</li> </ul>				

Student & Family Rights Category Rubric				
Metric	Does Not Meet (0pts)	Approaching (1pt)	Meeting (2pts)	Exceeding
Access: Right to Special Services	Egregious non-compliance	Only one of the following is true: <ul style="list-style-type: none"> <li>ASD has verified the appropriate provision of special education services for all qualifying students</li> <li>ASD has received no complaints or statements of concern indicating any underlying issues in the school’s delivery of special services.</li> </ul>	ASD has verified the appropriate provision of special education services for all qualifying students, <b>AND</b> ASD has received no complaints or statements of concern indicating any underlying issues in the school’s delivery of special services.	<i>N/A – this rating is not available for this metric</i>
Enrollment: Right to School Choice & Equitable Environment	Egregious non-compliance	Only one of the following is true: <ul style="list-style-type: none"> <li>ASD has verified the school’s application processes comply with all state and local requirements</li> <li>ASD has received no complaints or statements of concern indicating that the school’s systems foster inequitable school offerings.</li> </ul>	ASD has verified the school’s application processes comply with all state and local requirements, <b>AND</b> ASD has received no complaints or statements of concern indicating that the school’s systems foster inequitable school offerings.	<i>N/A – this rating is not available for this metric</i>
Health & Safety	Egregious non-compliance	Only one or two of the following is true: <ul style="list-style-type: none"> <li>The school’s facilities have met local and state requirements for fire safety and occupancy.</li> <li>The school meets district health and safety standards.</li> <li>ASD has received no complaints</li> </ul>	The school’s facilities have met local and state requirements for fire safety and occupancy, <b>AND</b> ASD has conducted on-site visits to the school and has verified the school meets district health and safety standards, <b>AND</b> ASD has received no complaints or statements of concern indicating that the school presents a risk to	<i>N/A – this rating is not available for this metric</i>

Student & Family Rights Category Rubric				
Metric	Does Not Meet (0pts)	Approaching (1pt)	Meeting (2pts)	Exceeding
		or statements of concern indicating that the school presents a risk to health or safety of students, staff, or families.	health or safety of students, staff, or families.	
Leadership: Right to Qualified Staff	Egregious non-compliance	Not all school faculty and administrators meet state and district standards for certification, but the school is actively working to ensure standards are met.	All school faculty and administrators meet state and district standards for certification.	<i>N/A – this rating is not available for this metric</i>
Voice: Right to be Included/Informed	Egregious non-compliance	ASD has observed practices at the school that demonstrate active engagement with families & community stakeholders.	ASD has observed practices at the school that demonstrate active engagement with families & community stakeholders.	<i>N/A – this rating is not available for this metric</i>
<p><b>Overall Rating:</b></p> <ul style="list-style-type: none"> <li>Egregious noncompliance in any metric will result in a “Does Not Meet” rating in this category. Egregious noncompliance occurs when a school 1) Fails to receive a rating of “Meeting” in a Student and Family Rights metric over several years, 2) Fails to receive a rating of “Meeting” in at least 75% of Student and Family Rights Accountability items in a single year, or 3) Engages in “grossly negligent act(s) that deny access to education, lead to significant student harm, and/or invalidate accountability results.”</li> <li>Each category has had a point total applied (DNM=0; Meets=1; Exceeds=2). An average of all scores in this section will be calculated and the final SPR rating will be determine from that score (Does Not Meet &lt; 0; Approaching = 1-1.99; Meeting ≥ 2.0)</li> </ul>				

Academic Composite Category Rubric				
Metric	Measure	Method of Calculation	Target	Weight K8/HS/Alt
Mission	R-SSR Percentile Rank	<ul style="list-style-type: none"> <li>R-SSR <math>\geq</math> 6% OR Annual Measureable Objective (AMO)</li> </ul>	For full points, must meet or exceed SSR of 6% OR meet AMO target in one of the content areas (ELA or Mathematics). Meet AMO - 10 points Exceed AMO or meet/exceed SSR of 6% - Earn 15 points Year 5 or above target: $\geq$ 50 <sup>th</sup> percentile	15/15/10 pts
School Progress	Progress on Components of R-SSR	<ul style="list-style-type: none"> <li>Progress on Components of Reward School Success Rate (R-SSR/Subject TVAAS)</li> </ul>	The greater level of performance – subject TVAAS or gain in proficiency from the prior year (HS/Alt Ed only) – determines the school’s performance rating and points earned. Subjects measured are Math, RLA, Science, A1, A2, E1, E2, E3, B1 and GR* Graduation Rate target gains are 6/7/8 points to A/M/E respectively.	30/20/15 pts
Student Progress	Composite TVAAS	<ul style="list-style-type: none"> <li>Level 1: Significantly Below Expectations</li> <li>Level 2: Below Expectations</li> <li>Level 3: At Expectations</li> <li>Level 4: Above Expectations</li> <li>Level 5: Significantly Above Expectations</li> </ul>	Target for all schools: $\geq$ Level 4 Meets; Level 5 Exceeds	30/20/20 pts
Equity	Progress on Components of R-SSR	<ul style="list-style-type: none"> <li>R-SSR for each student sub-group as reported on the School Report Card- Student Sub-Groups: economically disadvantaged (ED), students with disabilities (SWD), English Learners (EL), and Black/Hispanic/Native American (BHN)</li> </ul>	Target for All Schools: Decrease number of students scoring Below or Approaching by 10% in all applicable subgroups.	10/10/10 pts
College & Career	Extended Graduation Rate Gains	<ul style="list-style-type: none"> <li>A school's 4-Year cohort graduation rate, with the addition of any late graduates</li> </ul>	Target: 7 pt gains or Y1: $\geq$ 5th; Y2: $\geq$ 10th; Y3: $\geq$ 25th; Y4: $\geq$ 40th; Y5: $\geq$ 50th (Same as 2016 SPF)	NA/10/5 pts
	Average ACT Score	<ul style="list-style-type: none"> <li>The average ACT score for all tested Juniors</li> </ul>	Target: 14+ School's Year of Operation (Same as SPF)	NA/10/5 pts
Remanded Students	Credit Attainment	<ul style="list-style-type: none"> <li>Percent of student credits attained of the total set in place</li> </ul>	Target for all schools: 50%/70%/90%	NA/NA/10 pts
	ILP Goal Attainment	<ul style="list-style-type: none"> <li>Percent of student ILP goals completed of the total set in place</li> </ul>	Target for all schools: 50%/70%/90%	NA/NA/10 pts

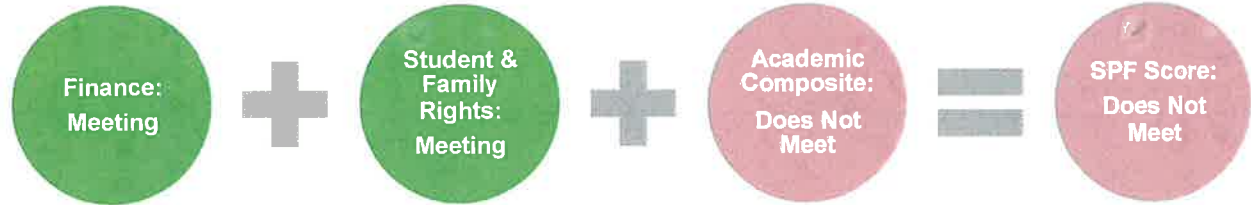
\* This measure was previously labeled "Focus School Success Rate Progress" in SPF literature but has been re-named for clarity as ASD schools may not be officially "Focus" campuses. The metric itself remains the same.

\*\*An operator must earn at least 50 points to receive a rating of "Approaching", at least 70 points to receive a rating of "Meeting", and at least 90 points to receive a rating of "Exceeding."

**Part C: Promise Academy’s Performance Summary**

In order to support a charter school’s efforts in promoting student achievement and fulfill its contractual duty to gauge academic performance using the SPF (Section 3.8 of Charter Agreement), the department and the ASD have calculated each school’s current levels of performance based on its 2018-19 academic, financial, and stakeholder data.

Based on data from the 2018-19 academic year, received the following scores:



**Error! Reference source not found.** Promise Academy’s overall SPF rating based on 2018-19 data is **Does Not Meet**.

*Category & Metric Detail*

Finance Category		
Metric	Error! Reference source not found. Performance	Metric Rating
30 Days Cash on Hand		Meeting
Threshold Ratio		Meeting
Financial Audit		Meeting
Overall Category Rating		Meeting

Student & Family Rights Category		
Metric	Error! Reference source not found. Performance	Metric Rating
Access: Right to Special Services		Meeting
Enrollment: Right to School Choice & Equitable Environment		Meeting
Health/Safety		Meeting
Leadership: Right to Qualified Staff		Meeting
Voice: Right to be Included/Informed		Meeting
Overall Category Rating		Meeting

Academic Composite Score Category*			
Metric	Error! Reference source not found. Performance	Score	Metric Rating
Mission: Reward School Success Rate (R-SSR) Percentile Rank	R-SSR: 4.1 Percentile AMO: 20% Metric: 10.6%	0	Does Not Meet
School Progress: Progress on Components of R-SSR	Progress on Components of Reward School Success Rate (R-SSR/Subject TVAAS): PR < 6 Math TVAAS = 1 ELA TVAAS = 2	0	Does Not Meet
Student Progress: Composite TVAAS	Composite TVAAS: Level 1	0	Does Not Meet
Equity: Progress on Components of SSR	R-SSR for each student sub-group as reported on the School Report Card- Student Sub-Groups: Did not decrease students scoring below or approaching by 10% in all subgroups for any tested subject.	0	Does Not Meet
College & Career	N/A		
Remanded Students	N/A		
<b>Academic Composite Score</b>		<b>0/85</b>	
<b>Overall Category Rating</b>		<b>Does Not Meet</b>	
* is classified as a [K-8/high] school for the purpose of calculating campus academic composite scores.			

#### Part D: Conclusions & Next Steps

The SPF employs a tiered targeting system that applies more rigorous performance expectations based on the number of years each school has been in operation. As the majority of ASD schools have now been in operation for at least five years, expected levels of achievement are now higher under SPF criteria than they would have been at earlier points in school timelines.

As stated in Section 2 of the ASD Charter Agreement, "If (SPF) criteria are not met, the ASD retains the right to review any and all written material and data as well as conduct site visits as frequently as necessary until all criteria are met."

All schools currently accruing scores of *Does Not Meet* and *Approaching* are deemed to fall within this category. In an effort to support all schools to improve in areas where they are experiencing challenges, all Charter Management Organizations and Schools who have earned a rating of *Does Not Meet* or *Approaching* will be required to complete and submit an [Continuous Improvement Plan](#) for approval from the ASD. The CMO/School must develop corrective actions to address any subcomponent where a rating of *Does Not Meet* or *Approaching* was earned. This Action Plan must be submitted to the Chief of Compliance and Accountability and the Interim Superintendent by **December 31, 2020**. The District will review and provide feedback/approval no later than January 20, 2021.

If a Charter Management Organization/School does not submit a plan for approval, the ASD will create a plan for the CMO and school that must be implemented. Failure to do so could lead to a designation of egregious noncompliance and impact the organization's ability to continue to operate schools in the Achievement School District. Again, this corrective action plan will help the CMO/School focus on areas that need improvement to increase student achievement.



## **ATTACHMENT O**

Audited financial statements and most recent internal financial statements

**Promise Academy Spring Hill, Inc.**

**Financial Statements**

**June 30, 2020**



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**Promise Academy Spring Hill, Inc.  
Board of Directors and Administration  
June 30, 2020**

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<u>Board of Directors</u>	<u>Title</u>
Charles C. Gerber	President & Chairman
Mary Cornpropst	Treasurer
Grady Garrison	Secretary
Mary Garrison	Member
Diana Burton	Member
Johnny Moore	Member
Father Colenzo Hubbard	Member
Emily R. Woodside	Member
Carol Russell	Member
Patricia Emory-Walker	Member
Dr. Russell Wigginton	Member
Teresa Jenkins	Member
Stephanie Chittom	Member
<u>Administration</u>	<u>Title</u>
Tom Beazley	Executive Director
Beth Bailey*	Director of Finance & Operations

\* - Employee with financial oversight responsibility

\* - Employee with financial oversight responsibility.

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Promise Academy Spring Hill, Inc.

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of Promise Academy Spring Hill, Inc. (a nonprofit organization) (the School) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

### Management's Responsibilities for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the School as of June 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the State of Tennessee, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2020 on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provision of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



Memphis, Tennessee  
December 18, 2020

**Promise Academy Spring Hill, Inc.  
Management's Discussion and Analysis  
June 30, 2020**

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The following Management's Discussion and Analysis (MD&A) of Promise Academy Spring Hill Inc.'s activities and financial performance provides the reader with an introduction and overview to the financial statements of the School for the year ended June 30, 2020. This information should be considered with the context of the accompanying financial statements and note disclosures.

### **FINANCIAL HIGHLIGHTS**

- The assets of the School exceeded its liabilities by \$784,290 as of June 30, 2020
- Net position increased by \$265,140 during the year
- Capital assets increased by \$149,768 for the year ended June 30, 2020
- Total revenues of \$4,681,471 were comprised of District Funds – 78%, State of Tennessee funding – 4% and Charitable Giving/Federal Pass-through Grant/Shared Service Revenue/Other – 18%

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This financial report consists of a series of financial statements, notes to those statements, and supplementary information. The statements are organized so that the reader can understand the School as a whole and then proceed to a detailed look at specific financial activities of the School.

Reporting the School as a Whole

Government-Wide Financial Statements

In general, users of these financial statements want to know if the school is better off or worse off as a result of the year's activities. The statement of net position and statement of activities report information about the School as a whole and about the School's activities in a manner that helps to answer that question. These statements include all assets and liabilities using the accrual basis of accounting. Under the accrual basis, all of the current year's revenue and expenses are taken into consideration regardless of when cash is received or paid. These statements start on page 8.

The statement of net position reports the School's net position (total assets less total liabilities). Private sector entities would report stockholder's equity. The statement of activities reports the change in net position as a result of activity during the year. Private sector entities have a similar report titled statement of operations, which reports net income. The statement of activities provides the user a tool to assist in determining the direction of the School's financial health during the year. Users will want to consider non-financial factors as well as the financial data in arriving at a conclusion regarding the overall health of the School.

The School participates in the Tennessee Consolidated Retirement System pension plans through Shelby County Schools. The School reported the following net pension asset and liability by plan:

- Teacher Legacy Plan: Net pension asset \$232,074
- Teacher Retirement Plan: Net pension asset \$66,640

For the year ended June 30, 2020, the School recognized a pension expense of \$51,813 for the Teacher Legacy Pension Plan.

For the year ended June 30, 2020, the School recognized a pension expense of \$19,863 for the Teacher Retirement Plan.

**Promise Academy Spring Hill, Inc.**  
**Management's Discussion and Analysis**  
**June 30, 2020**

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Reporting the School's Funds

Governmental Fund Financial Statements

The School's fund financial statement, the balance sheet and the statement of revenues, expenditures and changes in fund balances begin on page 10. They provide detailed information about the School's most significant funds, not the School as a whole. Funds are established by the School to help manage money for particular purposes and compliance with various grant provisions.

The School's funds are categorized as "governmental funds". Governmental funds focus on how money flows into and out of the funds and the balances left at year end that are available for spending in future periods. Funding financial statements are reported using an accounting method called "modified accrual" accounting, which measures cash and other financial assets that can be readily converted to cash. The modified accrual basis of accounting is different from the accrual basis used in the government-wide financial statements to report on the School as a whole. The relationship between governmental activities, as reported in the statements of net position and the statement of activities, and governmental funds, as reported in the balance sheet and the statement of revenues, expenditures and changes in fund balances, is reconciled on pages 11 and 13.

A portion of the School's funds are also "non-governmental" funds because they are generated from private sources. The Achievement School District (ASD) disburses approximately 71% of the funds per student to the School that it spends on the district's other students. All of the funds that the School receives from ASD are used for the Instruction of Students and Operation of its Facilities. The School must use other sources of revenue, such as individual & corporate donors to support the many other needs of the school.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Net Position

The School's net position totaled \$784,290 as of June 30, 2020. The School's net position is categorized into three categories: net investment in capital assets, restricted and unrestricted, which totaled \$268,543, \$353,521, and \$162,226, respectively, as of June 30, 2020.

Capital Assets

During the year ended June 30, 2020 the School purchased capital assets totaling \$157,773. The School's capital assets have a net book value of \$268,543 as of June 30, 2020. This investment includes instructional and support furniture, instructional computers for teachers and students, and other equipment for instructional purposes. The School expects additional capital asset investments in the 2019-2020 school year based on needs for the School. The School facility is currently large enough to accommodate increased student enrollment for all grades, K-5<sup>th</sup> grade. Additional information on capital assets is located in the notes to the financial statements.

The School's capital assets and accumulated depreciation as of June 30, 2020, are summarized as follows:

Computers and office equipment	\$	386,963
Leasehold improvements		153,458
Furniture and fixtures		17,379
		<u>557,800</u>
Accumulated depreciation		<u>(289,257)</u>
Capital assets, net	\$	<u>268,543</u>



**Promise Academy Spring Hill, Inc.  
Management's Discussion and Analysis  
June 30, 2020**

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Leases

The School receives its facilities rent free through its agreement with the Achievement School District "ASD" through the State of Tennessee. The School building is owned by Shelby County Schools. No amount is recorded as in-kind for this rent because the value is not readily determinable.

A summary of the School's net position is as follows:

Assets	\$ 1,636,123
Deferred outflows of resources	170,720
Liabilities	778,658
Deferred inflows of resources	243,895
Net position	
Net investment in capital assets	268,543
Restricted for net pension asset	298,714
Restricted for stabilization reserve trust	54,807
Unrestricted	162,226
Total net position	<u>\$ 784,290</u>

Changes in Net Position

The School's total net position increased \$265,140 during the 2020 fiscal year. The increase in the School's net position indicates that the School had more revenue than expenses during the year. The School had more anticipated revenue and less anticipated expenses than budget due to GASB 68 required adjustments.

Revenues generated from government grants, governmental funds, foundation grants, and donations totaled \$4,681,471 during the 2020 fiscal year. Contributions from individuals and organizations of \$250,315 were due primarily to continued support from existing School donors. Revenue increased from \$4,679,582 in 2019 to \$4,681,471 in 2020.

The majority of revenue and expenses is a function of a student enrollment. Due to a decrease in the School's students from 396 in 2019 to 386 in 2020, the cost associated with educating those students also decreased. The majority of the decrease was a result of decreased enrollment. Pension related adjustments increased net position by \$48,865.

A summary of the School's operations is as follows:

Total revenues	\$ 4,681,471
Total expenses	4,416,331
Change in net position	<u>\$ 265,140</u>

**FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS**

The School's funds, as presented on the balance sheet on page 10, reported a combined fund balance of \$845,966. As of June 30, 2020, the differences between government-wide and fund balances consist of capital assets, net pension asset, net pension liability, and deferred inflows/outflows of resources which are not reported in the School's funds.

## **SCHOOL ACTIVITIES**

The School gives hope to families who see education as a passport to a better tomorrow. The program has been designed to teach families and inspire the mind, body and spirit of our children so that they can succeed in any academic or cultural setting. Promise Academy is committed to preparing children to excel in the nation's most rigorous schools.

The School offers extended day and extended school year hours to maximize the success of every child's learning experience. Extended school hours for students are from 7:45 a.m. to 4:00 p.m. The School offers before and after school activities, extracurricular activities, clubs and sports, with our schedule running from 6:00 a.m. to 7:45 a.m. for before care and 4:00 p.m. to 7:00 p.m. for after care. Students also participate in regular service learning projects and trips geared toward increasing academic success based on the national/state standards.

## **STUDENT ENROLLMENT FACTORS AND NEXT YEAR'S BUDGET**

Enrollment: FY 2021 enrollment is projected to be 353 students, a decrease from FY 2020.

Revenues: We anticipate a decrease in total Basic Education Program (BEP) funding as well as a result of decreased enrollment. The School expects to raise Federal and State funding and BEP of \$4,461,268 for FYE 2021. The School also expects to raise approximately \$ 428,000 in nongovernmental contributions.

Expenses: The School expects both instructional, general and administrative and fundraising expenses to increase by \$14,329.

## **CONTACTING THE SCHOOL'S FINANCIAL MANAGEMENT**

The financial report is designed to provide our student's parents, taxpayers, donors, creditors, and authorities over grant funding and agencies tasked with oversight to the Shelby County Schools with a general overview of the School's finances and to demonstrate the School's accountability for the money it receives. If you have any question about this report or need additional financial information, contact the School's executive director, Tom Beazley, at 1346 Bryan Street, Memphis, Tennessee 38108, or by telephone at 901-324-4456.

**Promise Academy Spring Hill, Inc.**  
**Statement of Net Position**  
**June 30, 2020**

	<b>Governmental Activities</b>
<b>Assets</b>	
Cash and cash equivalents	\$ 646,331
Accounts receivable	353,119
Prepaid expenses	14,609
Net capital assets being depreciated	268,543
Restricted investment	54,807
Net pension asset	298,714
<b>Total assets</b>	<u>1,636,123</u>
<b>Deferred Outflows of Resources</b>	
Related to pension	170,720
<b>Liabilities</b>	
Accounts payable	60,737
Accrued expenses	118,113
Due to related party	42,774
Noncurrent liabilities:	
Due within one year	2,467
Due beyond one year	554,567
<b>Total liabilities</b>	<u>778,658</u>
<b>Deferred Inflows of Resources</b>	
Related to pension	243,895
<b>Net Position</b>	
Investment in capital assets	268,543
Restricted for:	
Net pension asset	298,714
Stabilization reserve trust	54,807
Unrestricted	162,226
<b>Total net position</b>	<u>\$ 784,290</u>

**Promise Academy Spring Hill, Inc.**  
**Statement of Activities**  
**For the Year Ended June 30, 2020**

<b>School Activities:</b>	<b>Total</b>	<b>Functions</b>		
		<b>Student Instruction and Services</b>	<b>General and Administrative</b>	<b>Fundraising</b>
<b>Expenses:</b>				
Advertising	\$ 60	\$ -	\$ 60	\$ -
Accounting Fees	17,000	-	17,000	-
Contract instructors	53,575	53,575	-	-
Depreciation	96,397	96,397	-	-
Fundraising	3,793	-	-	3,793
Health insurance	193,167	164,192	28,975	-
Interest Expense	386	-	386	-
Insurance - building and contents	20,783	17,666	3,117	-
Meals and entertainment	17,014	13,611	3,403	-
Office expenses	7,422	-	7,422	-
Other expenses	1,585	1,268	317	-
Payroll taxes	174,359	130,769	43,590	-
Professional fees	558,609	530,679	27,930	-
Rent	28,834	24,509	4,325	-
Retirement expense	134,664	107,731	26,933	-
Repairs and maintenance	164,953	140,210	24,743	-
Salaries and wages	2,318,550	1,854,840	463,710	-
Special education services	175,172	175,172	-	-
Staff development	54,498	54,498	-	-
Student activities	25,775	25,775	-	-
Supplies	20,917	16,734	4,183	-
Telephone	27,014	21,611	5,403	-
Textbooks	136,480	136,480	-	-
Transportation	56,120	56,120	-	-
Travel and meeting	949	712	237	-
Utilities	128,255	109,017	19,238	-
<b>Total expenses</b>	<b>4,416,331</b>	<b>3,731,566</b>	<b>680,972</b>	<b>3,793</b>
<b>Program Revenues:</b>				
Operating grants and contributions				
Federal subrecipient grant	418,948	418,948	-	-
State grant	198,185	198,185	-	-
General contributions	250,315	250,315	-	-
Fundraising	7,967	-	-	7,967
<b>Total program revenues</b>	<b>875,415</b>	<b>867,448</b>	<b>-</b>	<b>7,967</b>
<b>Net program expenses</b>	<b>3,540,916</b>	<b>\$ 2,864,118</b>	<b>\$ 680,972</b>	<b>\$ (4,174)</b>
<b>General Revenues:</b>				
District funding	3,630,689			
Voluntary Pre-K funding	90,163			
Other income	85,204			
<b>Total general revenues</b>	<b>3,806,056</b>			
<b>Change in net position</b>	<b>265,140</b>			
<b>Net position - beginning of year</b>	<b>519,150</b>			
<b>Net position - end of year</b>	<b>\$ 784,290</b>			

The accompanying notes are an integral part of the financial statements.

**Promise Academy Spring Hill, Inc.**  
**Balance Sheet – Governmental Fund**  
**June 30, 2020**

	<b><u>General Fund</u></b>
<b>Assets</b>	
Cash and cash equivalents	\$ 646,331
Accounts receivable	353,119
Prepaid expenditures	14,609
Stabilization reserve trust	54,807
<b>Total assets</b>	<b><u><u>\$ 1,068,866</u></u></b>
<b>Liabilities</b>	
Accounts payable	60,737
Accrued expenses	118,113
Due to related party	42,774
<b>Total liabilities</b>	<b><u>221,624</u></b>
<b>Deferred Inflows of Resources</b>	
Unavailable revenue	1,276
<b>Fund balance</b>	
Nonspendable	14,609
Restricted	54,807
Unassigned	776,550
<b>Total fund balance</b>	<b><u>845,966</u></b>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b><u><u>\$ 1,068,866</u></u></b>

**Promise Academy Spring Hill, Inc.**  
**Reconciliation of the Balance Sheet – Governmental Fund**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2020**

<b>Total Governmental Fund Balances</b>		\$ 845,966
 <i>Amounts reported for governmental activities in the statement of net position are different because:</i>		
Net capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental fund balance sheet		268,543
Net pension assets are not a financial resource in the current period and net pension liabilities are not payable with current financial resources and, therefore, are not reported in the fund.		
Add: Net Pension Asset		298,714
Long-term debt consumes current financial resources of governmental funds, but has no effect on net position		
Less: capital lease payable	(2,467)	
Less: PPP loan payable	<u>(554,567)</u>	(557,034)
Receivables that are not collected within 60 days of year end are reported as unavailable revenues in the fund.		1,276
Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be amortized and recognized as components of pension expenses in future years.		
Add: Deferred Outflows of Resources Related to Pensions	170,720	
Less: Deferred Inflows of Resources Related to Pensions	<u>(243,895)</u>	<u>(73,175)</u>
 <b>Net position of governmental activities</b>		 <b><u><u>\$ 784,290</u></u></b>

**Promise Academy Spring Hill, Inc.**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Fund**  
**For the Year Ended June 30, 2020**

	<u>General Fund</u>
<b>Revenues</b>	
District funding	3,630,689
State funding	198,185
Contributions	250,315
Federal subrecipient grant	418,948
Voluntary Pre-K revenue	90,163
Fundraising	7,967
Other income	90,674
<b>Total revenues</b>	<u>4,686,941</u>
<b>Expenditures</b>	
Current	
Advertising	60
Accounting fees	17,000
Contract instructors	53,575
Fundraising	3,793
Health insurance	193,167
Interest Expense	386
Insurance - building and contents	20,783
Meals and entertainment	17,014
Office expenses	7,422
Other expenses	1,585
Payroll taxes	174,359
Professional fees	558,609
Rent	28,834
Retirement expense	155,820
Repairs and maintenance	164,953
Salaries and wages	2,318,550
Special education contract services	175,172
Staff development	54,498
Student activities	25,775
Supplies	20,917
Telephone	27,014
Textbooks	136,480
Transportation	56,120
Travel and meeting	949
Utilities	128,255
Principal payments	29,267
Capital outlay	157,637
<b>Total expenditures</b>	<u>4,527,994</u>
<b>Other Financing Sources (Uses)</b>	
Proceeds from Paycheck Protection Program loan	<u>554,567</u>
<b>Net change in fund balance</b>	713,514
<b>Fund balance, beginning of year</b>	<u>132,452</u>
<b>Fund balance, end of year</b>	<u><u>\$ 845,966</u></u>

**Promise Academy Spring Hill, Inc.**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in**  
**Fund Balance – Governmental Fund to the Government-Wide Statement of Activities**  
**For the Year Ended June 30, 2020**

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**Net change in fund balance, governmental fund** \$ 713,514

**Amounts reported for governmental activities in the statement of activities are different because:**

Governmental funds report capital outlays as expenditures. In the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays in the current period.

Capital outlays capitalized	157,637	
Deprecation expense	<u>(96,397)</u>	61,240

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position

Add: principal payment on capital lease	29,267	
Less: proceeds from Paycheck Protection Program loan	<u>(554,567)</u>	(525,300)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

(5,470)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in net pension asset	212,934	
Change in deferred outflows related to pensions	(25,629)	
Change in deferred inflows related to pensions	<u>(166,149)</u>	<u>21,156</u>

**Change in net position of governmental funds** **\$ 265,140**



**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

Promise Academy Spring Hill, Inc. (the “School”) was formed on July 1, 2014, as a Tennessee not-for-profit corporation. The School was created as an Achievement School District (“ASD”) school. Promise Academy Spring Hill, Inc. entered into an agreement and memorandum of understanding with the State of Tennessee on August 1, 2014, to operate as an ASD school in Memphis, Tennessee.

As required by generally accepted accounting principles, these financial statements present all funds, which comprise the School. There are no other component units, entities, which should be included.

The financial statements of the School have been prepared in conformity with generally accepted accounting principles generally accepted in the United States of America (U.S. GAAP) as applied to local governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

**B. Basis of Presentation**

Government Wide Financial Statements

The government-wide financial statements include a statement of net position and the statement of activities showing the changes in net position. These statements report information on all the non-fiduciary activities of the primary government. Governmental activities normally are supported by intergovernmental revenues paid through the Shelby County Board of Education.

The statement of net position presents information on all the School’s assets, deferred outflows of resources, liabilities, deferred inflows of resources, with the differences presented as net position. Net position is reported as one of three categories: net investment in capital assets, restricted, or unrestricted. Restricted net position is further classified as either net position restricted by enabling or net position that is otherwise restricted.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include 1) charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Shelby County Board of Education money and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

The governmental fund financial statements of the School consist of a single fund. The general fund, a major fund, is the primary operating fund of the School and accounts for all financial resources of the School. The fund is accounted for by providing a set of self-balancing accounts which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenues, and expenditures/expenses. Fund financial statements include a balance sheet and statement of revenues, expenditures, and changes in fund balance.

### **C. Measurement Focus and Basis of Accounting**

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

#### Measurement Focus

On the government-wide statement of net position and statement of activities, governmental activities are presented using the “economic resources” measurement focus. Accordingly, all of the School’s assets and liabilities, including capital assets and long-term liabilities, along with deferred inflows and outflows of resources, are included in the accompanying statement of net position. The statement of activities presents changes in net position.

All funds utilize a “current financial resources” measurement focus. Only current financial assets, deferred outflows of resources, liabilities, and deferred inflows of resources are generally included on the balance sheet. The operating statement presents sources and uses of available resources during a given period. This fund uses fund balance as its measure of available resources at the end of the period.

#### Basis of Accounting

The government-wide financial statements are presented using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Amounts reported as program revenues include 1) charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Internally dedicated resources are reported as general revenues rather than as program revenues.

Fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available to finance expenditures of the current period. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the School considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the School, are Shelby County Board of Education payments, investment earnings, and change in market value of investments. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues are considered to be measurable and available only when cash is received by the School. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 1 year of year-end). Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. The issuance of long-term debt is reported as other financing sources.

#### **D. Assets, Liabilities, Deferred Outflows /Inflows of Resources, and Net Position/Fund Balances**

##### Cash and Cash Equivalents

Cash and cash equivalents are primarily held in bank accounts. The School considers all highly liquid debt instruments purchased with maturities of three months or less to be cash equivalents.

##### Receivables

Receivables represent amounts due from grants or funding which have been approved but not received. All receivables are reported at estimated collectible amounts. All accounts or portions thereof considered uncollectible or to require excessive collection costs are written off to the allowance for doubtful accounts. Management considers all receivables collectible and, therefore, an allowance for doubtful accounts has not been recognized in the financial statements as of and for the year ended June 30, 2020.

##### Due to Related Party

Promise Academy, Inc. (PA) is a charter school and has the same Board of Directors as the School. As of June 30, 2020, the School owes PA a total of \$42,774.

##### Capital Assets

Capital assets are recognized at acquisition cost, if purchased, or the estimated fair value on the date received, if donated, less accumulated depreciation. The cost of routine maintenance and repairs is expensed as incurred. Expenditures which materially extend the economic lives, change capacities or improve the efficiency of the related assets are capitalized. Upon sale or retirement, the cost and related accumulated depreciation are removed from the respective accounts, and the resulting gain or loss, if any, is included in the statement of activities. Depreciation is provided using the straight-line method over the estimated useful lives of the assets or over the term of the lease for leasehold improvements, if less. The School follows the practice of capitalizing all such expenditures over \$1,000.

##### Deferred Outflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The School has qualifying items for reporting in this category. Deferred outflows of resources include pension changes in experience, pension changes in investment earnings, and employer contributions to the pension plan after the measurement date, and pension changes in proportion of net pension liability.

##### Long-Term Obligations

In the governmental-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position.

##### Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. Deferred inflows of resources represent an increase to net position that applies to a future period and is not recognized as an inflow of resources (revenue) until that time. The School has two items that

qualifies for reporting in this category. Deferred inflows of resources include pension changes in experience and pension changes in proportion of net pension liability.

### Net Position and Fund Balance

In the government-wide financial statements, equity is classified as net position and displayed in three components:

**Net investment in capital assets** – consists of capital assets, including restricted capital assets, net of accumulated depreciation and amortization and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

**Restricted net position** – consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or (2) law through constitutional provisions or enabling legislations.

**Unrestricted net position** – all other net position that does not meet the definition of restricted or net investment in capital assets.

In the fund financial statements, fund balances are reported in classifications that compromise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in these funds can be spent. These classifications consist of the following five components, as applicable:

**Nonspendable** – amounts that cannot be spent because they are either in a (a) non-spendable form, including items not expected to be converted to cash (i.e. inventories, prepaid amounts, long-term portion of loans and notes receivable), or (b) legally or contractually required to be maintained intact (i.e. the principal of a permanent fund).

**Restricted** – amounts constrained to be used for a specific purpose as per external parties, constitutional provision, or enabling legislation.

**Committed** – amounts constrained to be used for specific purposes by formal action by Board of Directors. Amounts classified as committed are not subject to legal enforceability like restricted resources; however, they cannot be used for any other purpose unless the Board removes or changes the commitment by taking the same action it employed to impose the commitment.

**Assigned** – amounts intended to be used by the School for a specific purpose, but are neither restricted nor committed. The intent shall be expressed by the Board of Directors or a designee authorized by the Board of Directors with authority to assign amounts. The nature of the actions necessary to remove or modify an assignment is not as rigid as required under a committed fund balance classification. The Board of Directors has the authority to assign the fund balance. Amounts in excess of nonspendable, restricted, and committed fund balance in funds other than the general fund are reported as assigned fund balance.

**Unassigned** – represents the residual balance available for any purpose in the general fund or deficit balances in other funds.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it is the policy of the School to generally consider restricted amounts

to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it is the policy of the School that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts. In both instances, when a proposed expenditure is made with specific balances identified as the source of the funding, that specific fund balance will be used.

### Pensions

For purposes of measuring the net pension asset, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position, and additions to/deductions from each plan's fiduciary net position have been determined on the same basis as they are reported by the TCRS. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms of the each plan. Expenses of the plans, such as investment fees, trustee fees, and audit fees, are paid by the plans. However, certain administrative functions are performed by employees of the School and are not reimbursed by the plans. Investments, other than contracts, are reported at fair value. Investment income is recognized as earned. Plan assets do not include any securities of the School nor have any of the plans made any loans to the School.

### Budgetary Comparison

Under GASB Statement 34, budgetary comparison information is required to be presented for the general fund with a legally adopted budget. The School is not legally required to adopt a budget for the general fund with the State of Tennessee. Therefore, budgetary comparison information is not included in the School's financial statements.

### Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## **NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

### **A. Budgetary Information**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for government funds. A draft of the budget is created by management and the Board of Directors chairman. The budget is presented to the Board of Directors for approval. If expenditures exceed the budget, it is reported to the Board of Directors.

## **NOTE 3 – DETAILED NOTES ON FUND**

### **A. Deposits**

At year end, the School's carrying amount of deposits was \$646,331 and the bank balance was \$726,878. The School maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

Interest and non-interest bearing accounts, consistent with state statutes, are insured by the Federal Deposit Insurance Corporation (FDIC) up to an aggregate of \$250,000 and excess funds are collateralized by a multiple financial institution collateral pool administrated by the Treasurer of the State of Tennessee.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the School’s deposits may not be returned to it. As of June 30, 2020, the School was not exposed to custodial credit risk because all deposits were entirely insured by the FDIC and the State of Tennessee Collateral Pool.

**B. Investments**

Restricted Investments – TCRS Stabilization Reserve Trust

The School is a member of the Tennessee Consolidated Retirement System (“TCRS”) Stabilization Reserve Trust. The School has placed funds into the irrevocable trust as authorized by stature under Tennessee Code Annotated, Title 8, Chapters 34-37. The TCRS Board of Trustees is responsible for the proper operation and administration of the trust. Funds of trust members are held and invested in the name of the trust for the benefit of each member. Each member’s funds are restricted for the payment of retirement benefits of that member’s employees. Trust funds are not subject to the claims of general creditors of the School or City.

The trust is authorized to make investments as directed by the TCRS Board of Trustees. The School may not impose restrictions on investments placed by the trust on their behalf.

Assets of the TCRS, including the Stabilization Reserve Trust, are invested in the Tennessee Retiree Group Trust (“TRGT”). The TRGT is not registered with the Securities and Exchange Commission (SEC) as an investment company. The State of Tennessee has not obtained a credit quality rating for the TRGT from a nationally recognized credit ratings agency. The fair value of the investment positions in the TRGT is determined daily on the fair value of the pool’s underlying portfolio. Furthermore, TCRS had not obtained or provided any legally binding guarantees to support the value of participant shares during the fiscal year. There are no restrictions on the sale or redemption of shares. For further information concerning the School Department’s investments with the TCRS Stabilization Reserve Trust, audited financial statements of the Tennessee Consolidated Retirement System may be obtained at <https://comptroller.tn.gov/content/dam/cot/sa/advanced-search/disclaimer/2020/ag19091.pdf>. The following table summarizes fair value disclosures and measurements for the School’s investments held by the TRGT on its behalf June 30, 2020:

<u>Investments at Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
U.S. equity	\$ 16,990	\$ -	\$ -	\$ 16,990
Developed market international equity	7,673	-	-	7,673
Emerging market international equity	2,192	-	-	2,192
U.S. fixed income	-	10,961	-	10,961
Short-term securities	-	549	-	549
Real estate	-	-	5,481	5,481
	<u>26,855</u>	<u>11,510</u>	<u>5,481</u>	<u>43,846</u>
<u>Investments at amortized cost using NAV</u>				
Private equity and strategic lending	-	-	-	10,961
	<u>\$ 26,855</u>	<u>\$ 11,510</u>	<u>\$ 5,481</u>	<u>\$ 54,807</u>

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2020:

- *Short-term securities*: generally include investments in money market-type securities reported at cost plus accrued interest.
- *Equity and equity derivative securities*: Level 1 are valued using last reported sales prices quoted in active markets that can be accessed at the measurement date. Level 2 are securities whose values are derived daily from associated traded securities. Level 3 are valued with last trade data having limited trading volume.
- *U.S. Treasury Bills, Bonds, Notes and Futures*: Level 1 are valued using last reported sales prices quoted in active markets that can be accessed at the measurement date. Level 2 are valued using a bid-ask spread price from multiple independent brokers, dealers, or market principals, which are known to be actively involved in the market. Level 3 are valued using proprietary information, a single pricing source, or other unobservable inputs related to similar assets or liabilities.
- *Real estate investments*: Level 3 are valued using the last valuations provided by external investment advisors or independent external appraisers. Generally, all direct real estate investments are appraised by a qualified independent appraiser(s) with the professional designation of Member of the Appraisal Institute (“MAI”), or its equivalent, every three (3) years beginning from the acquisition date of the property. The appraisals are performed using generally accepted valuation approaches applicable to the property type.
- *Private mutual funds, traditional private equity funds, strategic lending funds and real estate funds*: Those funds that report using GAAP, the fair value, as well as the unfunded commitments, were determined using the prior quarter’s NAV, as reported by the fund managers, plus the current cash flows. These assets were then categorized by investment strategy. In instances where the fund investment reported using non-GAAP standards, the investment was valued using the same method, but was classified in Level 3.

Risks and Uncertainties – The trust’s investments include various types of investment funds, which in turn invest in any combination of stock, bonds and other investments exposed to various risks, such as interest rate, credit, and market risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported for trust investments.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The School does not have the ability to limit trust investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The School does not have the ability to limit the credit ratings of individual investments made by the trust.

Concentration of Credit Risk – Concentration of credit risk is the risk of loss attributed to the magnitude of the investment in a single issuer. The School places no limit on the amount the TRGT may invest in one issuer.

Custodial Credit Risk – Custodial credit risk for investments is the risk that, in the event of a failure of the counterparty to a transaction, the School will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Pursuant to the trust agreements, investments are held in the name of the trust for the benefit of the School to pay retirement benefits of their respective employees.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

**C. Capital Assets**

Capital asset activity for the year ended June 30, 2020 was as follows:

	Balance 6/30/19	Increases	Decreases	Balance 6/30/20
Leasehold improvements	\$ 77,608	\$ 75,850	\$ -	\$ 153,458
Computers and office equipment	312,550	81,618	(7,205)	386,963
Furniture and fixtures	17,874	305	(800)	17,379
	408,032	157,773	(8,005)	557,800
Accumulated depreciation	(200,729)	(96,397)	7,869	(289,257)
	<u>\$ 207,303</u>	<u>\$ 61,376</u>	<u>\$ (136)</u>	<u>\$ 268,543</u>

**D. Long-Term Liabilities**

Capital Lease

In August 2018, the School entered into a 2 year lease agreement for technology equipment in the amount of \$58,029. Capital lease obligation outstanding under the agreement at June 30, 2020 is as follows:

Governmental activities:

Lease with option to purchase equipment (interactive whiteboards). Monthly installment at \$2,499 with interest at 2.1%, due through July 2020.

\$ 2,467

The future minimum payments by year are:

Years Ending June 30	Amount
2021	\$ 2,471
Less amount representing interest	<u>(4)</u>
	<u>\$ 2,467</u>

The following is an analysis of the leased asset included in capital assets:

Asset	Amount
Equipment	\$ 58,029
Less accumulated depreciation	<u>(53,193)</u>
	<u>\$ 4,836</u>

Paycheck Protection Program Loan

See Note 8 disclosing the School's participation in the Paycheck Protection Program due to Covid-19.



### **E. Revenue Recognition**

The School recognizes revenue at the government-wide level as follows:

*State education funding* – The School receives funds from the Achievement Schools District (ASD) division of the State of Tennessee based on a per-pupil allocation equivalent. State education funding is recognized on a monthly basis during the school year.

*Contributions* – Contributions are cognized as support when received or when promises to give are unconditionally pledged. The School reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets.

*Federal subrecipient grants* – The School receives federal grants as pass-through funding, through the ASD and they are recognized once acceptable expenditures are spent that meet the grant requirements and reimbursement is requested

### **F. Related Party Transactions**

The School recognized \$250,000 in contributions from one member of the Board of Directors during the year ended June 30, 2020.

The school has the same Board of Directors as Promise Academy, Inc. During the year ended June 30, 2020, the School recognized \$254,177 in expenses for overhead and employment costs for Promise Academy, Inc. As of June 30, 2020, the School owes Promise Academy, Inc. a total of \$42,774.

### **G. Concentrations**

The School maintains cash accounts which may exceed federally insured amounts at times and which may at times significantly exceed balance sheet amounts due to outstanding checks. The School has not experienced any losses in such accounts and management believes it is not exposed to significant risk to cash.

During the year ended June 30, 2020, the School received 78% of its funding for operations from SCS based on a per-pupil allocation equivalent to the amount spent per pupil within the SCS.

### **H. Operating Leases**

The School entered into lease agreements for copiers in April 2017, which will expire in April 2022. As of June 30, 2020, future minimum lease payments required under these operating lease agreements is as follows:

2021	\$	22,968
2022		17,226
	\$	<u>40,194</u>

Rent expense totaled \$28,834 for the year ended June 30, 2020.

The School receives its facilities rent free through its agreement with the Achievement School District (“ASD”) through the state of Tennessee. The school building is owned by Shelby County Schools. No amount is recorded as in-kind for this rent because the value is not readily determinable.

**I. ACCRUED EXPENSES**

Accrued expenses consist of the following:

Accrued payroll	\$ 70,701
Accrued retirement	32,282
Other accrued expenses	15,130
	<u>\$ 118,113</u>

**J. Advertising**

Advertising costs are charged to operations when incurred. Advertising expense totaled \$60 for the year ended June 30, 2020.

**NOTE 4 – PENSION PLANS**

The School participates in the following defined benefit multiple-employer Public Employee Retirement Plans administered by the Tennessee Consolidated Retirement System (“TCRS”):

- A. Teacher Legacy Pension Plan – Teachers with membership in TCRS prior to July 1, 2014 are included in this plan. The plan was closed to new membership on June 30, 2014 but continues to provide benefits to existing members. The plan is a cost sharing multiple-employer pension plan.
- B. Teacher Retirement Plan – Teachers with membership in TCRS beginning July 1, 2014 are included in this plan. The plan is a hybrid plan which features both a defined contribution element and a pension plan element. The plan is a cost sharing multiple-employer pension plan.

The School is ineligible to participate in the TCRS Agent Plan as a member of the Achievement School District.

The TCRS was created by state statute under Tennessee Code Annotated, Title 8, Chapters 34-37. The TCRS Board of Trustees is responsible for the proper operation and administration of the TCRS. The Tennessee Treasury Department, an agency in the legislative branch of state government, administers the plans of the TCRS. The TCRS issues a publically available financial report that can be obtained at [www.treasury.tn.gov/Retirement/Boards-and-Governance/Reporting-and-Investment-Policies](http://www.treasury.tn.gov/Retirement/Boards-and-Governance/Reporting-and-Investment-Policies). Tennessee Code Annotated Title 8, Chapters 34-37 establishes the benefit terms and can be amended only by the Tennessee General Assembly. The chief legislative body may adopt the benefit terms permitted by statute.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

The net pension asset, deferred outflows of resources and deferred inflows of resources reported on the statement of net position at June 30, 2020 are summarized as follows for each plan:

	Net Pension Asset	Deferred Outflows of Resources	Deferred Inflows of Resources
Teacher Legacy Pension Plan	\$ 232,074	\$ 138,588	\$ 216,713
Teacher Retirement Plan	66,640	32,132	27,182
Total	<u>\$ 298,714</u>	<u>\$ 170,720</u>	<u>\$ 243,895</u>

Details of the components of deferred outflows of resources and deferred inflows of resources are presented in further detail on the following pages.

**A. General Information about the Pension Plans**

Benefits provided

Under the TCRS Teacher Legacy Pension Plan, members are eligible to retire with an unreduced benefit at age 60 with 5 years of service credit or after 30 years of service credit regardless of age. A reduced early retirement benefit is available at age 55 and vested. Under the Teacher Retirement Plan, members are eligible to retire with an unreduced benefit at age 65 with 5 years of service credit or pursuant to the rule of 90 in which the member's age and service credit total 90. A reduced early retirement benefit is available at age 60 and vested or pursuant to the rule of 80.

Benefits are determined by a formula using the member's highest five consecutive year average compensation and the member's years of service credit. Members vest with five years of service credit. Service related disability benefits are provided regardless of length of service. Five years of service is required for non-service related disability eligibility. The service related and non-service related disability benefits are determined in the same manner as a service retirement benefit but are reduced 10 percent and include projected service credits. A variety of death benefits are available under various eligibility criteria.

Member and beneficiary annuitants are entitled to automatic cost of living adjustments (COLAs) after retirement. A COLA is granted each July for annuitants retired prior to the 2nd of July of the previous year. The COLA is based on the change in the consumer price index (CPI) during the prior calendar year, capped at 3 percent, and applied to the current benefit. No COLA is granted if the change in the CPI is less than one-half percent. A one percent COLA is granted if the CPI change is between one-half percent and one percent. A member who leaves employment may withdraw their employee contributions, plus any accumulated interest. Additionally, under the Teacher Legacy Pension Plan and Teacher Retirement Plan, benefit terms and conditions, including COLAs, can be adjusted on a prospective basis. Moreover, there are defined cost controls and unfunded liability controls that provide for the adjustment of benefit terms and conditions on an automatic basis.

Contributions

Contributions for employees are established in the statutes governing the TCRS and may only be changed by the Tennessee General Assembly or, for the Teacher Retirement Plan, by automatic cost controls set by law. Employees contribute 5 percent of salary. The School makes employer contributions at the rate set by the Board of Trustees as determined by an actuarial valuation. By law, employer contributions to each plan are required to be paid. TCRS may intercept the School's state shared taxes if the required employer contributions are not remitted. The employer rate, when combined with member contributions, is expected to

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

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finance the costs of benefits earned by members during the year, the cost of administration, as well as an amortized portion of any unfunded liability. Per the statutory provisions governing TCRS, the employer contribution rate for the Teacher Retirement Plan cannot be less than 4 percent, except in years when the maximum funded level, as established by the TCRS Board of Trustees is reached.

Employer contributions to each plan for the year ended June 30, 2020 were as follows:

	Teacher Legacy Pension Plan	Teacher Retirement Plan
Employer contributions	\$ 66,075	\$ 26,757
Covered payroll	621,588	1,318,069
As a percentage of covered payroll	<u>10.63%</u>	<u>2.03%</u>

**B. Actuarial Assumptions for each TCRS Plan**

The total pension liability as of June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary Increases	Graded salary ranges from 8.72% to 3.44% based on age, including inflation, averaging 4%
Investment rate of return	7.25%, net pension plan investment expenses, including inflation
Cost-of Living Adjustment	2.25%

Mortality rates were based on actual experience including an adjustment for some anticipated improvement.

The actuarial assumptions used in the June 30, 2020 actuarial valuation were based on the results of an actuarial experience study performed for the period July 1, 2012 through June 30, 2016. The demographic assumptions were adjusted to more closely reflect actual and expected future experience.

*Investment Policy*

The long-term expected rate of return on pension plan investments were established by the TCRS Board of Trustees in conjunction with the June 30, 2016 actuarial experience study. A blend of future capital market projects and historical market returns was used in a building-block method in which a best-estimate of expected future real rates of return (expected returns, net pension plan investment expense and inflation) is developed for each major asset class. These best-estimates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation of 2.5%.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

The best-estimates of geometric real rates of return and the TCRS investment policy target asset allocation for each major asset class are summarized in the following table:

Asset Class	Long-term Expected Real Rate of Return	Target Allocation
U.S. Equity	5.69%	31%
Developed market international equity	5.29%	14%
Emerging market international equity	6.36%	4%
Private equity and strategic lending	5.79%	20%
U.S. fixed income	2.01%	20%
Real estate	4.32%	10%
Short-term securities	0.00%	1%
		100%

The long-term expected rate of return on pension plan investments was established by the TCRS Board of Trustees as 7.25 percent based on a blending of the three factors described above.

Discount Rate

The discount rate used to measure the total pension liability was 7.25 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current rate and that contributions from the School will be made at the actuarially determined contribution rate pursuant to an actuarial valuation in accordance with the funding policy of the TCRS Board of Trustees and as required to be paid by state statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**C. Net Pension Liability (Asset)**

Pension Asset

The net pension liability (asset) for each TCRS plan was measured as of June 30, 2019, and the total pension liability (asset) used to calculate net pension liability (asset) was determined by an actuarial valuation as of that date. The components of the net pension liability for the cost-sharing plans at June 30, 2019 are as follows:

	Cost-Sharing Plans	
	Teacher Legacy Pension Plan	Teacher Retirement Plan
Proportionate share of net pension liability (asset)	\$ (232,074)	\$ (66,640)
Proportionate share at June 30, 2019 measurement date	0.022571%	0.118055%
Proportionate share at June 30, 2018 measurement date	0.012294%	0.093747%

The proportion of the net pension liability (asset) was based on the School's contributions to each cost-sharing plan relative to the contributions of all participating LEAs. Detailed information about each cost-sharing pension plan's fiduciary net position is available in a separately issued TCRS financial report.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

*Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate*

The following presents the net pension liability (asset) or proportionate share of net pension liability (asset) of the School related to each TCRS plan calculated using the discount rate of 7.25 percent, as well as what the net pension liability (asset) or proportionate share of net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage point higher (8.25 percent) than the current rate:

	<u>1% Decrease</u>	<u>Current Rate</u>	<u>1% Increase</u>
Proportionate share of the net pension liability (asset)			
Teacher Legacy Pension Plan	\$ 474,524	\$ (232,074)	\$ (794,154)
Teacher Retirement Plan	21,114	(66,640)	(131,507)

**D. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2020, the School reported pension expense, deferred outflows of resources, and deferred inflows of resources related to each plan from the following sources:

	<u>Teacher Legacy Pension Plan</u>	<u>Teacher Retirement Plan</u>
Pension Expense (Negative Pension Expense)	\$ 51,813	\$ 19,863
Deferred Outflows of Resources		
Differences between expected and actual experience	\$ 11,299	\$ 2,766
Net difference between projected and actual earnings on pension plan investments	-	-
Changes in Assumptions	31,273	2,315
Changes in proportion of net pension liability (asset)	29,941	294
Contributions subsequent to the measurement date of June 30, 2019	-	-
Total	<u>\$ 66,075</u>	<u>26,757</u>
	<u>\$ 138,588</u>	<u>\$ 32,132</u>
Deferred Inflows of Resources		
Differences between expected and actual experience	\$ 141,755	\$ 11,634
Net difference between projected and actual earnings on pension plan investments	66,308	2,817
Changes in Assumptions	-	-
Changes in proportion of net pension liability (asset)	8,650	12,731
	<u>\$ 216,713</u>	<u>\$ 27,182</u>

The amounts shown above for “Contributions subsequent to the measurement date of June 30, 2019,” will be recognized as a reduction (increase) to net pension liability (asset) in the following measurement period.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2020**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows for the years ending June 30:

	Teacher Legacy Pension Plan	Teacher Retirement Plan
2021	\$ (26,511)	\$ (2,463)
2022	(64,260)	(2,894)
2023	(29,781)	(2,104)
2024	(23,648)	(1,701)
2025	-	(1,586)
Thereafter	-	(11,059)

In the table shown above, positive amounts will increase pension expense while negative amounts will decrease pension expense.

**NOTE 5 - DEFINED CONTRIBUTION EMPLOYEE PLAN**

401(k) Plan

The Teacher Retirement Plan provides a combination of a defined benefit plan and a defined contribution plan. The defined benefit portion of the Teacher Retirement Plan is managed by TCRS. The defined contribution assets are deposited into the State's 401(k) plan where the employee manages the investments within the 401(k) plan. Tennessee Code Annotated Title 8, Chapters 34-37 establishes the benefit terms and can be amended only by the Tennessee General Assembly. Enrolled employees may, at their option, contribute 2% of their salaries and employers are required to contribute 5% of those salaries to the defined contribution (401(k)) portion of the Teacher Retirement Plan. Contributions are made on a tax-deferred basis. During 2020, the School's employer contribution to the defined contribution (401(k)) portion of the Teacher Retirement Plan was \$100,010. Employees are immediately invested in contributions, therefore there are no forfeitures in the plan. At June 30, 2020, the School reported a payable of \$7,874 for the outstanding amount of contributions to the plan.

**NOTE 6 – RISK MANAGEMENT**

The School manages its risk exposure to potential legal issues, theft or damage to property through commercial insurance and excess coverage policies. Settlements have not exceeded insurance coverage in any of the past three years.

**NOTE 7 – COMMITMENTS AND CONTINGENCIES**

The School receives financial assistance from state agencies in the form of a per-pupil allocation and federal and state pass-through grants. The expenditure of funds received under these programs requires compliance with the School's ASD agreement and is subject to audit by the oversight agency. Any disallowed claims resulting from such an audit become a liability of the School. However, in the opinion of management, any such disallowed claims will not have a material effect on the financial statements.

**NOTE 8 – COVID-19 IMPACT**

The outbreak of the 2019 coronavirus disease (“COVID-19”), which was declared a global pandemic by the World Health Organization on March 11, 2020, and the related responses by public health and governmental authorities to contain and combat its outbreak and spread, adversely affected workforces, economies, and financial markets globally, including the Foundation’s business during the second half of the 2020 fiscal year.

On April 30, 2020, the School obtained a loan in the amount of \$554,567 through the Paycheck Protection Program administered by the U.S. Small Business Administration (SBA). The loan bears interest at 1% and is payable over two years, with a deferral of payments for the first six months. The loan matures in April 2022. The loan and accrued interest are forgivable after twenty-four weeks, as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the period.



**REQUIRED SUPPLEMENTARY INFORMATION**

**Promise Academy Spring Hill, Inc.**  
**Schedule of Proportionate Share of the Net Pension Liability (Asset) - Teacher**  
**Legacy Pension Plan of TCRS**  
**Last Fiscal Year Ending June 30**

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	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Proportion of the net pension liability (asset)	\$ (232,074)	\$ (43,263)	\$ (3,443)	\$ 70,759	\$ 6,542
Proportionate share of the net pension liability (asset)	0.022571%	0.012294%	0.010520%	0.011322%	0.015970%
Covered payroll	\$ 756,849	\$ 430,510	\$ 371,864	\$ 408,718	\$ 597,850
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	-30.66%	-10.05%	-0.93%	17.31%	1.09%
Plan fiduciary net position as a percentage of the total pension liability (asset)	104.28%	101.49%	100.14%	97.14%	99.81%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date.

**Promise Academy Spring Hill, Inc.**  
**Schedule of Contributions - Teacher Legacy Pension Plan of TCRS**  
**Last Fiscal Year Ended June 30 \***

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required	\$ 66,075	\$ 79,166	\$ 39,090	\$ 33,617	\$ 36,948	\$ 54,046
Contributions in relation to the contractually required contribution	<u>\$ 66,075</u>	<u>\$ 79,166</u>	<u>\$ 39,090</u>	<u>33,617</u>	<u>36,948</u>	<u>54,046</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 621,588	\$ 756,849	\$ 430,510	\$ 371,864	\$ 408,718	\$ 597,850
Contributions as a percentage of covered payroll	10.63%	10.46%	9.08%	9.04%	9.04%	9.04%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date.

*Changes of assumptions.* In 2017, the following assumptions were changed: decreased inflation rate from 3.00% to 2.50%; decreased the investment rate from 7.50% to 7.25%; decreased the cost of living adjustment from 2.50% to 2.25%; decreased the salary growth range from an average of 4.25% to an average of 4.00%; and modified mortality assumptions.

**Promise Academy Spring Hill, Inc.**  
**Schedule of Proportionate Share of the Net Pension Liability (Asset) - Teacher**  
**Retirement Plan of TCRS**  
**Last Fiscal Year Ending June 30 \***

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Proportion of the net pension liability (asset)	\$ (66,640)	\$ (42,517)	\$ (23,273)	\$ (7,793)	\$ (1,660)
Proportionate share of the net pension liability (asset)	0.118055%	0.093747%	0.088218%	0.074860%	0.041264%
Covered payroll	\$ 1,249,256	\$ 819,240	\$ 579,008	\$ 329,391	\$ 85,740
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	-5.33%	-5.19%	-4.02%	-2.37%	-1.94%
Plan fiduciary net position as a percentage of the total pension liability (asset)	123.07%	126.97%	126.81%	121.88%	127.46%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date

**Promise Academy Spring Hill, Inc.**  
**Schedule of Contributions - Teacher Retirement Plan of TCRS**  
**Last Fiscal Year Ended June 30 \***

	2020	2019	2018	2017	2016	2015
Contractually required contributions	\$ 26,757	\$ 24,236	\$ 13,360	\$ 23,160	\$ 8,245	\$ 2,143
Contributions in relation to the contractually required contribution	\$ 26,757	\$ 24,236	\$ 32,769	23,160	13,176	3,429
Contribution deficiency (excess)	\$ -	\$ -	\$ (19,409)	\$ -	\$ (4,931)	\$ (1,286)
Covered payroll	\$ 1,318,069	\$ 1,249,256	\$ 819,240	\$ 579,008	\$ 329,391	\$ 85,740
Contributions as a percentage of covered payroll	2.03%	1.94%	4.00%	4.00%	4.00%	4.00%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date

In fiscal year 2020, the actuarially determined contribution rate of 2.03% of covered payroll was placed into the pension plan and 1.97% of covered payroll was placed into the Pension Stabilization Reserve Trust. In fiscal year 2019, the actuarially determined contribution rate of 1.94% of covered payroll was placed into the pension plan and 2.06% of covered payroll was placed into the Pension Stabilization Reserve Trust.

*Changes of assumptions.* In 2017, the following assumptions were changed: decreased inflation rate from 3.00% to 2.50%; decreased the investment rate from 7.50% to 7.25%; decreased the cost of living adjustment from 2.50% to 2.25%; decreased the salary growth range from an average of 4.25% to an average of 4.00%; and modified mortality assumptions.

**OTHER SUPPLEMENTARY INFORMATION**

**Promise Academy Spring Hill, Inc.  
Schedule of Expenditures of Federal Awards and State Financial Assistance  
For the Year Ended June 30, 2020**

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Contract Number	Expenditures
<b>U.S. Department of Education</b>			
<u>Passed through TN Department of Education</u>			
Title I Grants to Local Educational Agencies	84.010	N/A	\$ 336,659
Title II Part A Improving Teacher Quality State Grants	84.367	N/A	32,991
Title III English Language Acquisition State Grants	84.365	N/A	936
<i>Special Education Cluster (IDEA)</i>			
Special Education - Grants to States (IDEA, PartB)	84.027	N/A	41,167
Special Education - Grants to States (IDEA, Preschool)	84.173	N/A	7,195
Subtotal - Special Education Cluster (IDEA)			48,362
<b>Total Federal Awards</b>			418,948
<u>State Financial Assistance</u>			
<b>TN Department of Education</b>			
High-Quality Schools Facilities Grant	N/A	N/A	56,168
District Priority School Improvement Grant (DPSIG)	N/A	N/A	127,322
Adaptive Learning Technology Grant	N/A	N/A	14,695
<b>Total State Financial Assistance</b>			198,185
<b>Total Federal and Awards and State Financial Assistance</b>			\$ 617,133

**Promise Academy Spring Hill, Inc.**  
**Notes to Schedule of Expenditures of Federal Awards and State Assistance**  
**For the Year Ended June 30, 2020**

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**NOTE 1 – BASIS OF PRESENTATION**

The schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the School under programs of the federal government for the year ended June 30, 2020. The information in this schedule is presented for purposes of additional analysis as required by the State of Tennessee Comptroller of the Treasury, *Audit Manual*. Because the Schedule presents only a selected portion of the operations of the School, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the School.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- 1.) Expenditures reported in the schedule are on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the “Uniform Guidance”), wherein certain types of expenditures are not allowable or limited as to reimbursement.
- 2.) Pass-through entity contract numbers are presented where available.
- 3.) There were no federal awards passed through to subrecipients.
- 4.) The School has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.



## **INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Promise Academy Spring Hill, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Promise Academy Spring Hill, Inc. (the School) as of and for the year ended June 30, 2020, which collectively comprise the School's basic financial statements, and have issued our report thereon dated December 18, 2020.

### **Internal Control over Financial Reporting**

In planning and performing our audit, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Watkins Mikusall, PLLC*

Memphis, Tennessee  
December 18, 2020

**Promise Academy Spring Hill, Inc.**  
**Summary Schedule of Prior Audit Findings**  
**For the Year Ended June 30, 2019**

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None reported.

**Promise Academy Spring Hill, Inc.**

**Financial Statements**

**June 30, 2021**



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**Promise Academy Spring Hill, Inc.  
Board of Directors and Administration  
June 30, 2021**

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<u>Board of Directors</u>	<u>Title</u>
Charles C. Gerber	President & Chairman
Stephanie Chittom	Treasurer
Grady Garrison	Secretary
Mary Garrison	Member
Diana Burton	Member
Johnny Moore	Member
Father Colenzo Hubbard	Member
Emily R. Woodside	Member
Carol Russell	Member
Patricia Emory-Walker	Member
Dr. Russell Wigginton	Member
Teresa Jenkins	Member
Mary Cornpropst	Member
<u>Administration</u>	<u>Title</u>
Tom Beazley	Executive Director
Beth Bailey*	Chief Financial Officer

\* - Employee with financial oversight responsibility

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Promise Academy Spring Hill, Inc.

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of Promise Academy Spring Hill, Inc. (a nonprofit organization) (the School) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

### Management's Responsibilities for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the School as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the State of Tennessee, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2021, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provision of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



Memphis, Tennessee  
December 16, 2021



**Promise Academy Spring Hill, Inc.  
Management's Discussion and Analysis  
June 30, 2021**

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The following Management's Discussion and Analysis (MD&A) of Promise Academy Spring Hill Inc.'s activities and financial performance provides the reader with an introduction and overview to the financial statements of the School for the year ended June 30, 2021. This information should be considered with the context of the accompanying financial statements and note disclosures.

### **FINANCIAL HIGHLIGHTS**

- The assets of the School exceeded its liabilities by \$1,369,844 as of June 30, 2021
- Net position increased by \$585,554 during the year
- Capital assets increased by \$481,739 for the year ended June 30, 2021
- Total revenues of \$5,000,779 were comprised of District Funds – 66%, State of Tennessee funding – 20% and Charitable Giving/Federal Pass-through Grant/Shared Service Revenue/Other – 14%

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This financial report consists of a series of financial statements, notes to those statements, and supplementary information. The statements are organized so that the reader can understand the School as a whole and then proceed to a detailed look at specific financial activities of the School.

Reporting the School as a Whole

Government-Wide Financial Statements

In general, users of these financial statements want to know if the school is better off or worse off as a result of the year's activities. The statement of net position and statement of activities report information about the School as a whole and about the School's activities in a manner that helps to answer that question. These statements include all assets and liabilities using the accrual basis of accounting. Under the accrual basis, all of the current year's revenue and expenses are taken into consideration regardless of when cash is received or paid. These statements start on page 8.

The statement of net position reports the School's net position (total assets less total liabilities). Private sector entities would report stockholder's equity. The statement of activities reports the change in net position as a result of activity during the year. Private sector entities have a similar report titled statement of operations, which reports net income. The statement of activities provides the user a tool to assist in determining the direction of the School's financial health during the year. Users will want to consider non-financial factors as well as the financial data in arriving at a conclusion regarding the overall health of the School.

The School participates in the Tennessee Consolidated Retirement System pension plans through Shelby County Schools. The School reported the following net pension asset and liability by plan:

- Teacher Legacy Plan: Net pension asset \$142,419
- Teacher Retirement Plan: Net pension asset \$59,394

For the year ended June 30, 2021, the School recognized a pension expense of \$21,581 for the Teacher Legacy Pension Plan.

For the year ended June 30, 2021, the School recognized a pension expense of \$23,510 for the Teacher Retirement Plan.

**Promise Academy Spring Hill, Inc.**  
**Management's Discussion and Analysis**  
**June 30, 2021**

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Reporting the School's Funds

Governmental Fund Financial Statements

The School's fund financial statement, the balance sheet and the statement of revenues, expenditures and changes in fund balances begin on page 10. They provide detailed information about the School's most significant funds, not the School as a whole. Funds are established by the School to help manage money for particular purposes and compliance with various grant provisions.

The School's funds are categorized as "governmental funds". Governmental funds focus on how money flows into and out of the funds and the balances left at year end that are available for spending in future periods. Funding financial statements are reported using an accounting method called "modified accrual" accounting, which measures cash and other financial assets that can be readily converted to cash. The modified accrual basis of accounting is different from the accrual basis used in the government-wide financial statements to report on the School as a whole. The relationship between governmental activities, as reported in the statements of net position and the statement of activities, and governmental funds, as reported in the balance sheet and the statement of revenues, expenditures and changes in fund balances, is reconciled on pages 11 and 13.

A portion of the School's funds are also "non-governmental" funds because they are generated from private sources. The Achievement School District (ASD) disburses the funds per student to the School that it spends on the district's other students. All of the funds that the School receives from ASD are used for the Instruction of Students and Operation of its Facilities. The School must use other sources of revenue, such as individual & corporate donors to support the many other needs of the school.

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Net Position

The School's net position totaled \$1,369,844 as of June 30, 2021. The School's net position is categorized into three categories: net investment in capital assets, restricted and unrestricted, which totaled \$750,282, \$288,707, and \$330,855, respectively, as of June 30, 2021.

Capital Assets

During the year ended June 30, 2021 the School purchased capital assets totaling \$594,392. The School's capital assets have a net book value of \$750,282 as of June 30, 2021. This investment includes instructional and support furniture, instructional computers for teachers and students, and other equipment for instructional purposes. The School expects additional capital asset investments in the 2021-2022 school year based on needs for the School. The School facility is currently large enough to accommodate increased student enrollment for all grades, K-5<sup>th</sup> grade. Additional information on capital assets is located in the notes to the financial statements.

The School's capital assets and accumulated depreciation as of June 30, 2021, are summarized as follows:

Computers and office equipment	\$ 493,753
Leasehold improvements	198,693
Furniture and fixtures	21,867
Construction in progress	437,879
	<u>1,152,192</u>
Accumulated depreciation	(401,910)
Capital assets, net	<u>\$ 750,282</u>

**Promise Academy Spring Hill, Inc.  
Management's Discussion and Analysis  
June 30, 2021**

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Leases

The School receives its facilities rent free through its agreement with the Achievement School District "ASD" through the State of Tennessee. The School building is owned by Shelby County Schools. No amount is recorded as in-kind for this rent because the value is not readily determinable.

A summary of the School's net position is as follows:

Assets	\$ 1,739,359
Deferred outflows of resources	161,550
Liabilities	429,727
Deferred inflows of resources	101,338
Net position	
Net investment in capital assets	750,282
Restricted for net pension asset	201,813
Restricted for stabilization reserve trust	86,894
Unrestricted	<u>330,855</u>
Total net position	<u>\$ 1,369,844</u>

Changes in Net Position

The School's total net position increased \$584,554 during the 2021 fiscal year. The increase in the School's net position indicates that the School had more revenue than expenses during the year. The School had more anticipated revenue and less anticipated expenses than budget due to GASB 68 required adjustments.

Revenues generated from government grants, governmental funds, foundation grants, and donations totaled \$4,972,164 during the 2021 fiscal year. Contributions from individuals and organizations of \$137,450 were due primarily to continued support from existing School donors. Revenue increased from \$4,681,471 in 2020 to \$5,000,779 in 2021.

The majority of revenue and expenses is a function of a student enrollment. Due to a decrease in the School's students from 386 in 2020 to 349 in 2021, the cost associated with educating those students also decreased. The majority of the decrease was a result of decreased enrollment. Pension related adjustments decreased net position by \$68,573.

A summary of the School's operations is as follows:

Total revenues	\$ 5,000,779
Total expenses	<u>4,415,225</u>
Change in net position	<u>\$ 585,554</u>

**FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS**

The School's funds, as presented on the balance sheet on page 10, reported a combined fund balance of \$271,451. As of June 30, 2021, the differences between government-wide and fund balances consist of capital assets, net pension asset, net pension liability, and deferred inflows/outflows of resources which are not reported in the School's funds.

## **SCHOOL ACTIVITIES**

The School gives hope to families who see education as a passport to a better tomorrow. The program has been designed to teach families and inspire the mind, body and spirit of our children so that they can succeed in any academic or cultural setting. Promise Academy is committed to preparing children to excel in the nation's most rigorous schools.

The School offers extended day and extended school year hours to maximize the success of every child's learning experience. Extended school hours for students are from 7:45 a.m. to 4:00 p.m. The School offers before and after school activities, extracurricular activities, clubs and sports, with our schedule running from 6:00 a.m. to 7:45 a.m. for before care and 4:00 p.m. to 7:00 p.m. for after care. Students also participate in regular service learning projects and trips geared toward increasing academic success based on the national/state standards.

## **STUDENT ENROLLMENT FACTORS AND NEXT YEAR'S BUDGET**

Enrollment: FY 2022 enrollment is projected to be 325 students, a decrease from FY 2021.

Revenues: We anticipate a decrease in total Basic Education Program (BEP) funding as a result of decreased enrollment. The School expects to raise Federal and State funding and BEP of \$5,805,020 for FYE 2022. The School also expects to raise approximately \$378,534 in nongovernmental contributions.

Expenses: The School expects instructional, general and administrative and fundraising expenses to remain the same.

## **CONTACTING THE SCHOOL'S FINANCIAL MANAGEMENT**

The financial report is designed to provide our student's parents, taxpayers, donors, creditors, and authorities over grant funding and agencies tasked with oversight to the Shelby County Schools with a general overview of the School's finances and to demonstrate the School's accountability for the money it receives. If you have any question about this report or need additional financial information, contact the School's executive director, William Hill, at 1346 Bryan Street, Memphis, Tennessee 38108, or by telephone at 901-324-4456.

**Promise Academy Spring Hill, Inc.**  
**Statement of Net Position**  
**June 30, 2021**

	<b>Governmental Activities</b>
<b>Assets</b>	
Cash and cash equivalents	\$ 221,311
Accounts receivable	462,239
Due from related party	3,798
Prepaid expenses	13,022
Capital assets, not being depreciated	437,879
Capital assets, being depreciated, net	312,403
Restricted investment	86,894
Net pension asset	201,813
<b>Total assets</b>	<u>1,739,359</u>
<b>Deferred Outflows of Resources</b>	
Related to pension	161,550
<b>Liabilities</b>	
Accounts payable	324,809
Accrued expenses	104,918
<b>Total liabilities</b>	<u>429,727</u>
<b>Deferred Inflows of Resources</b>	
Related to pension	101,338
<b>Net Position</b>	
Investment in capital assets	750,282
Restricted for:	
Net pension asset	201,813
Stabilization reserve trust	86,894
Unrestricted	330,855
<b>Total net position</b>	<u><u>\$ 1,369,844</u></u>

**Promise Academy Spring Hill, Inc.**  
**Statement of Activities**  
**For the Year Ended June 30, 2021**

School Activities:	Total	Instruction and Services	General and Administrative	Fundraising
<b>Expenses:</b>				
Advertising	\$ 6,153	\$ -	\$ 6,153	\$ -
Accounting Fees	17,500	-	17,500	-
Contract instructors	44,092	44,092	-	-
Depreciation	112,653	112,653	-	-
Expenditures - internal school funds	7,373	7,373	-	-
Fundraising	53	-	-	53
Health insurance	191,734	162,974	28,760	-
Interest Expense	3,848	-	3,848	-
Insurance - building and contents	22,673	19,272	3,401	-
Meals and entertainment	15,445	12,356	3,089	-
Office expenses	7,879	-	7,879	-
Other expenses	1,541	1,233	308	-
Payroll taxes	158,672	119,004	39,668	-
Professional fees	864,868	821,625	43,243	-
Rent	22,931	19,491	3,440	-
Retirement expense	86,019	68,815	17,204	-
Repairs and maintenance	212,505	180,629	31,876	-
Salaries and wages	2,131,001	1,704,801	426,200	-
Special education services	58,505	58,505	-	-
Staff development	16,667	16,667	-	-
Supplies	15,934	12,747	3,187	-
Telephone	77,798	62,238	15,560	-
Textbooks	170,493	170,493	-	-
Transportation	50,790	50,790	-	-
Travel and meeting	1,319	989	330	-
Utilities	116,779	99,262	17,517	-
<b>Total expenses</b>	<b>4,415,225</b>	<b>3,746,009</b>	<b>669,163</b>	<b>53</b>
<b>Program Revenues:</b>				
Operating grants and contributions				
Federal subrecipient grant	639,320	639,320	-	-
Revenues - internal school funds	6,498	6,498	-	-
State grant	349,559	349,559	-	-
General contributions	137,450	137,450	-	-
<b>Total program revenues</b>	<b>1,132,827</b>	<b>1,132,827</b>	<b>-</b>	<b>-</b>
<b>Net program expenses</b>	<b>3,282,398</b>	<b>\$ 2,613,182</b>	<b>\$ 669,163</b>	<b>\$ 53</b>
<b>General Revenues:</b>				
District funding	3,287,424			
PPP loan forgiveness income	558,411			
Other income	22,117			
<b>Total general revenues</b>	<b>3,867,952</b>			
<b>Change in net position</b>	<b>585,554</b>			
<b>Net position - beginning of year</b>	<b>784,290</b>			
<b>Net position - end of year</b>	<b>\$ 1,369,844</b>			

The accompanying notes are an integral part of the financial statements.

**Promise Academy Spring Hill, Inc.**  
**Balance Sheet – Governmental Fund**  
**June 30, 2021**

	<u><b>General Fund</b></u>
<b>Assets</b>	
Cash and cash equivalents	\$ 221,311
Accounts receivable	462,239
Due from related party	3,798
Prepaid expenditures	13,022
Stabilization reserve trust	86,894
<b>Total assets</b>	<u><u>\$ 787,264</u></u>
<b>Liabilities</b>	
Accounts payable	324,809
Accrued expenses	104,918
<b>Total liabilities</b>	<u>429,727</u>
<b>Deferred Inflows of Resources</b>	
Unavailable revenue	86,086
<b>Fund balance</b>	
Nonspendable	13,022
Restricted	86,894
Unassigned	171,535
<b>Total fund balance</b>	<u>271,451</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u><u>\$ 787,264</u></u>

**Promise Academy Spring Hill, Inc.**  
**Reconciliation of the Balance Sheet – Governmental Fund**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2021**

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**Total Governmental Fund Balances** \$ 271,451

***Amounts reported for governmental activities in the statement of net position are different because:***

Net capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental fund balance sheet 750,282

Net pension assets are not a financial resource in the current period and net pension liabilities are not payable with current financial resources and, therefore, are not reported in the fund.  
 Add: Net Pension Asset 201,813

Receivables that are not collected within 60 days of year end are reported as unavailable revenues in the fund. 86,086

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be amortized and recognized as components of pension expenses in future years.  
 Add: Deferred Outflows of Resources Related to Pensions 161,550  
 Less: Deferred Inflows of Resources Related to Pensions (101,338) 60,212

**Net position of governmental activities** \$ 1,369,844



**Promise Academy Spring Hill, Inc.**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Fund**  
**For the Year Ended June 30, 2021**

	<u>General Fund</u>
<b>Revenues</b>	
District funding	3,287,424
State funding	263,473
Contributions	137,450
Federal subrecipient grant	639,320
Revenues - Internal school funds	6,498
Other income	27,337
<b>Total revenues</b>	<u>4,361,502</u>
<b>Expenditures</b>	
Current	
Advertising	6,153
Accounting fees	17,500
Contract instructors	44,092
Expenditures - Internal school funds	7,373
Fundraising	53
Health insurance	191,734
Interest Expense	3,848
Insurance - building and contents	22,673
Meals and entertainment	15,445
Office expenses	7,879
Other expenses	1,541
Payroll taxes	158,672
Professional fees	864,868
Rent	22,931
Retirement expense	122,505
Repairs and maintenance	212,505
Salaries and wages	2,131,001
Special education contract services	58,505
Staff development	16,667
Supplies	15,934
Telephone	77,798
Textbooks	170,493
Transportation	50,790
Travel and meeting	1,319
Utilities	116,779
Principal payments	2,567
Capital outlay	594,392
<b>Total expenditures</b>	<u>4,936,017</u>
<b>Net change in fund balance</b>	(574,515)
<b>Fund balance, beginning of year</b>	<u>845,966</u>
<b>Fund balance, end of year</b>	<u><u>\$ 271,451</u></u>

**Promise Academy Spring Hill, Inc.**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in**  
**Fund Balance – Governmental Fund to the Government-Wide Statement of Activities**  
**For the Year Ended June 30, 2021**

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**Net change in fund balance, governmental fund** \$ (574,515)

**Amounts reported for governmental activities in the statement of activities are different because:**

Governmental funds report capital outlays as expenditures. In the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays in the current period.

Capital outlays capitalized	594,392	
Deprecation expense	<u>(112,653)</u>	481,739

The proceeds from interest income provides current financial resources to governmental funds, while the forgiveness of long-term debt and the repayment of the principal of long-term debt consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position

Add: principal payment on capital lease	2,567	
Add: forgiveness of Paycheck Protection Program loan	558,411	
Less: proceeds from interest income	<u>(3,944)</u>	557,034

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	84,810
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in net pension asset	(96,901)	
Change in deferred outflows related to pensions	(9,170)	
Change in deferred inflows related to pensions	<u>142,557</u>	<u>36,486</u>

<b>Change in net position of governmental funds</b>	<u><u>\$ 585,554</u></u>
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## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### **A. Reporting Entity**

Promise Academy Spring Hill, Inc. (the “Schpool”) was formed on July 1, 2014, as a Tennessee not-for-profit corporation. The School was created as an Achievement School District (“ASD”) school. Promise Academy Spring Hill, Inc. entered into an agreement and memorandum of understanding with the State of Tennessee on August 1, 2014, to operate as an ASD school in Memphis, Tennessee.

As required by generally accepted accounting principles, these financial statements present all funds, which comprise the School. There are no other component units, entities, which should be included.

The financial statements of the School have been prepared in conformity with generally accepted accounting principles generally accepted in the United States of America (U.S. GAAP) as applied to local governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

### **B. Basis of Presentation**

#### Government Wide Financial Statements

The government-wide financial statements include a statement of net position and the statement of activities showing the changes in net position. These statements report information on all the non-fiduciary activities of the primary government. Governmental activities normally are supported by intergovernmental revenues paid through the Shelby County Board of Education.

The statement of net position presents information on all the School’s assets, deferred outflows of resources, liabilities, deferred inflows of resources, with the differences presented as net position. Net position is reported as one of three categories: net investment in capital assets, restricted, or unrestricted. Restricted net position is further classified as either net position restricted by enabling or net position that is otherwise restricted.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include 1) charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Shelby County Board of Education money and other items not properly included among program revenues are reported instead as general revenues.

#### Fund Financial Statements

The governmental fund financial statements of the School consist of a single fund. The general fund, a major fund, is the primary operating fund of the School and accounts for all financial resources of the School. The fund is accounted for by providing a set of self-balancing accounts which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenues, and expenditures/expenses. Fund financial statements include a balance sheet and statement of revenues, expenditures, and changes in fund balance.

### **C. Measurement Focus and Basis of Accounting**

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

#### Measurement Focus

On the government-wide statement of net position and statement of activities, governmental activities are presented using the “economic resources” measurement focus. Accordingly, all of the School’s assets and liabilities, including capital assets and long-term liabilities, along with deferred inflows and outflows of resources, are included in the accompanying statement of net position. The statement of activities presents changes in net position.

All funds utilize a “current financial resources” measurement focus. Only current financial assets, deferred outflows of resources, liabilities, and deferred inflows of resources are generally included on the balance sheet. The operating statement presents sources and uses of available resources during a given period. This fund uses fund balance as its measure of available resources at the end of the period.

#### Basis of Accounting

The government-wide financial statements are presented using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Amounts reported as program revenues include 1) charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Internally dedicated resources are reported as general revenues rather than as program revenues.

Fund financial statements are reported using the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available to finance expenditures of the current period. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the School considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the School, are Shelby County Board of Education payments, investment earnings, and change in market value of investments. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues are considered to be measurable and available only when cash is received by the School. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 1 year of year-end). Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. The issuance of long-term debt is reported as other financing sources.

#### **D. Assets, Liabilities, Deferred Outflows /Inflows of Resources, and Net Position/Fund Balances**

##### Cash and Cash Equivalents

Cash and cash equivalents are primarily held in bank accounts. The School considers all highly liquid debt instruments purchased with maturities of three months or less to be cash equivalents.

##### Receivables

Receivables represent amounts due from grants or funding which have been approved but not received. All receivables are reported at estimated collectible amounts. All accounts or portions thereof considered uncollectible or to require excessive collection costs are written off to the allowance for doubtful accounts. Management considers all receivables collectible and, therefore, an allowance for doubtful accounts has not been recognized in the financial statements as of and for the year ended June 30, 2021.

##### Due from Related Party

Promise Academy, Inc. (PA) is a charter school and has the same Board of Directors as the School. As of June 30, 2021, PA owes the School a total of \$3,798.

##### Capital Assets

Capital assets are recognized at acquisition cost, if purchased, or the estimated fair value on the date received, if donated, less accumulated depreciation. The cost of routine maintenance and repairs is expensed as incurred. Expenditures which materially extend the economic lives, change capacities or improve the efficiency of the related assets are capitalized. Upon sale or retirement, the cost and related accumulated depreciation are removed from the respective accounts, and the resulting gain or loss, if any, is included in the statement of activities. Depreciation is provided using the straight-line method over the estimated useful lives of the assets or over the term of the lease for leasehold improvements, if less. The School follows the practice of capitalizing all such expenditures over \$1,000.

##### Deferred Outflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The School has qualifying items for reporting in this category. Deferred outflows of resources include pension changes in experience, pension changes in investment earnings, pension changes in assumptions, and employer contributions to the pension plan after the measurement date, and pension changes in proportion of net pension liability.

##### Long-Term Obligations

In the governmental-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position.

##### Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. Deferred inflows of resources represent an increase to net position that applies to a future period and is not recognized as an inflow of resources (revenue) until that time. The School has two items that qualify

for reporting in this category. Deferred inflows of resources include pension changes in experience and pension changes in proportion of net pension liability.

### Net Position and Fund Balance

In the government-wide financial statements, equity is classified as net position and displayed in three components:

**Net investment in capital assets** – consists of capital assets, including restricted capital assets, net of accumulated depreciation and amortization and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

**Restricted net position** – consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or (2) law through constitutional provisions or enabling legislations.

**Unrestricted net position** – all other net position that does not meet the definition of restricted or net investment in capital assets.

In the fund financial statements, fund balances are reported in classifications that compromise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in these funds can be spent. These classifications consist of the following five components, as applicable:

**Nonspendable** – amounts that cannot be spent because they are either in a (a) non-spendable form, including items not expected to be converted to cash (i.e. inventories, prepaid amounts, long-term portion of loans and notes receivable), or (b) legally or contractually required to be maintained intact (i.e. the principal of a permanent fund).

**Restricted** – amounts constrained to be used for a specific purpose as per external parties, constitutional provision, or enabling legislation.

**Committed** – amounts constrained to be used for specific purposes by formal action by Board of Directors. Amounts classified as committed are not subject to legal enforceability like restricted resources; however, they cannot be used for any other purpose unless the Board removes or changes the commitment by taking the same action it employed to impose the commitment.

**Assigned** – amounts intended to be used by the School for a specific purpose, but are neither restricted nor committed. The intent shall be expressed by the Board of Directors or a designee authorized by the Board of Directors with authority to assign amounts. The nature of the actions necessary to remove or modify an assignment is not as rigid as required under a committed fund balance classification. The Board of Directors has the authority to assign the fund balance. Amounts in excess of nonspendable, restricted, and committed fund balance in funds other than the general fund are reported as assigned fund balance.

**Unassigned** – represents the residual balance available for any purpose in the general fund or deficit balances in other funds.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it is the policy of the School to generally consider restricted amounts

to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it is the policy of the School that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts. In both instances, when a proposed expenditure is made with specific balances identified as the source of the funding, that specific fund balance will be used.

### Pensions

For purposes of measuring the net pension asset, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position, and additions to/deductions from each plan's fiduciary net position have been determined on the same basis as they are reported by the TCRS. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms of the each plan. Expenses of the plans, such as investment fees, trustee fees, and audit fees, are paid by the plans. However, certain administrative functions are performed by employees of the School and are not reimbursed by the plans. Investments, other than contracts, are reported at fair value. Investment income is recognized as earned. Plan assets do not include any securities of the School nor have any of the plans made any loans to the School.

### Budgetary Comparison

Under GASB Statement 34, budgetary comparison information is required to be presented for the general fund with a legally adopted budget. The School is not legally required to adopt a budget for the general fund with the State of Tennessee. Therefore, budgetary comparison information is not included in the School's financial statements.

### Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## **NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

### **A. Budgetary Information**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for government funds. A draft of the budget is created by management and the Board of Directors chairman. The budget is presented to the Board of Directors for approval. If expenditures exceed the budget, it is reported to the Board of Directors.

## **NOTE 3 – DETAILED NOTES ON FUND**

### **A. Deposits**

At year end, the School's carrying amount of deposits was \$221,311 and the bank balance was \$252,872. The School maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits.

**Promise Academy Spring Hill, Inc.**  
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Interest and non-interest bearing accounts, consistent with state statutes, are insured by the Federal Deposit Insurance Corporation (FDIC) up to an aggregate of \$250,000 and excess funds are collateralized by a multiple financial institution collateral pool administrated by the Treasurer of the State of Tennessee.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the School’s deposits may not be returned to it. As of June 30, 2021, the School was not exposed to custodial credit risk because all deposits were entirely insured by the FDIC and the State of Tennessee Collateral Pool.

**B. Investments**

Restricted Investments – TCRS Stabilization Reserve Trust

The School is a member of the Tennessee Consolidated Retirement System (“TCRS”) Stabilization Reserve Trust. The School has placed funds into the irrevocable trust as authorized by stature under Tennessee Code Annotated, Title 8, Chapters 34-37. The TCRS Board of Trustees is responsible for the proper operation and administration of the trust. Funds of trust members are held and invested in the name of the trust for the benefit of each member. Each member’s funds are restricted for the payment of retirement benefits of that member’s employees. Trust funds are not subject to the claims of general creditors of the School or City.

The trust is authorized to make investments as directed by the TCRS Board of Trustees. The School may not impose restrictions on investments placed by the trust on their behalf.

Assets of the TCRS, including the Stabilization Reserve Trust, are invested in the Tennessee Retiree Group Trust (“TRGT”). The TRGT is not registered with the Securities and Exchange Commission (SEC) as an investment company. The State of Tennessee has not obtained a credit quality rating for the TRGT from a nationally recognized credit ratings agency. The fair value of the investment positions in the TRGT is determined daily on the fair value of the pool’s underlying portfolio. Furthermore, TCRS had not obtained or provided any legally binding guarantees to support the value of participant shares during the fiscal year. There are no restrictions on the sale or redemption of shares. For further information concerning the School Department’s investments with the TCRS Stabilization Reserve Trust, audited financial statements of the Tennessee Consolidated Retirement System may be obtained at <https://comptroller.tn.gov/content/dam/cot/sa/advanced-search/disclaimer/2020/ag20045.pdf>. The following table summarizes fair value disclosures and measurements for the School’s investments held by the TRGT on its behalf June 30, 2021:

<u>Investments at Fair Value</u>	Level 1	Level 2	Level 3	Total
U.S. equity	\$ 26,937	\$ -	\$ -	\$ 26,937
Developed market international equity	12,165	-	-	12,165
Emerging market international equity	3,476	-	-	3,476
U.S. fixed income	-	17,379	-	17,379
Short-term securities	-	869	-	869
Real estate	-	-	8,689	8,689
	<u>42,578</u>	<u>18,248</u>	<u>8,689</u>	<u>69,515</u>
<u>Investments at amortized cost using NAV</u>				
Private equity and strategic lending	-	-	-	17,379
	<u>\$ 42,578</u>	<u>\$ 18,248</u>	<u>\$ 8,689</u>	<u>\$ 86,894</u>



The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2021:

- *Short-term securities*: generally include investments in money market-type securities reported at cost plus accrued interest.
- *Equity and equity derivative securities*: Level 1 are valued using last reported sales prices quoted in active markets that can be accessed at the measurement date. Level 2 are securities whose values are derived daily from associated traded securities. Level 3 are valued with last trade data having limited trading volume.
- *U.S. Treasury Bills, Bonds, Notes and Futures*: Level 1 are valued using last reported sales prices quoted in active markets that can be accessed at the measurement date. Level 2 are valued using a bid-ask spread price from multiple independent brokers, dealers, or market principals, which are known to be actively involved in the market. Level 3 are valued using proprietary information, a single pricing source, or other unobservable inputs related to similar assets or liabilities.
- *Real estate investments*: Level 3 are valued using the last valuations provided by external investment advisors or independent external appraisers. Generally, all direct real estate investments are appraised by a qualified independent appraiser(s) with the professional designation of Member of the Appraisal Institute (“MAI”), or its equivalent, every three (3) years beginning from the acquisition date of the property. The appraisals are performed using generally accepted valuation approaches applicable to the property type.
- *Private mutual funds, traditional private equity funds, strategic lending funds and real estate funds*: Those funds that report using GAAP, the fair value, as well as the unfunded commitments, were determined using the prior quarter’s NAV, as reported by the fund managers, plus the current cash flows. These assets were then categorized by investment strategy. In instances where the fund investment reported using non-GAAP standards, the investment was valued using the same method, but was classified in Level 3.

Risks and Uncertainties – The trust’s investments include various types of investment funds, which in turn invest in any combination of stock, bonds and other investments exposed to various risks, such as interest rate, credit, and market risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported for trust investments.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The School does not have the ability to limit trust investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The School does not have the ability to limit the credit ratings of individual investments made by the trust.

Concentration of Credit Risk – Concentration of credit risk is the risk of loss attributed to the magnitude of the investment in a single issuer. The School places no limit on the amount the TRGT may invest in one issuer.

Custodial Credit Risk – Custodial credit risk for investments is the risk that, in the event of a failure of the counterparty to a transaction, the School will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Pursuant to the trust agreements, investments are held in the name of the trust for the benefit of the School to pay retirement benefits of their respective employees.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
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**C. Capital Assets**

Capital asset activity for the year ended June 30, 2021 was as follows:

	Balance 6/30/20	Increases	Decreases	Balance 6/30/21
Leasehold improvements	\$ 153,458	\$ 45,235	\$ -	\$ 198,693
Computers and office equipment	386,963	106,790	-	493,753
Furniture and fixtures	17,379	4,488	-	21,867
Construction in progress	-	437,879	-	437,879
	<u>557,800</u>	<u>594,392</u>	<u>-</u>	<u>1,152,192</u>
Accumulated depreciation	<u>(289,257)</u>	<u>(112,653)</u>	<u>-</u>	<u>(401,910)</u>
	<u>\$ 268,543</u>	<u>\$ 481,739</u>	<u>\$ -</u>	<u>\$ 750,282</u>

**D. Revenue Recognition**

The School recognizes revenue at the government-wide level as follows:

*State education funding* – The School receives funds from the Achievement Schools District (ASD) division of the State of Tennessee based on a per-pupil allocation equivalent. State education funding is recognized on a monthly basis during the school year.

*Contributions* – Contributions are cognized as support when received or when promises to give are unconditionally pledged. The School reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets.

*Federal subrecipient grants* – The School receives federal grants as pass-through funding, through the ASD and they are recognized once acceptable expenditures are spent that meet the grant requirements and reimbursement is requested.

**E. Related Party Transactions**

The school has the same Board of Directors as Promise Academy, Inc. During the year ended June 30, 2021, the School recognized \$257,215 in expenses for overhead and employment costs for Promise Academy, Inc. As of June 30, 2021, Promise Academy, Inc. owes the School a total of \$3,798.

**F. Concentrations**

The School maintains cash accounts which may exceed federally insured amounts at times and which may at times significantly exceed balance sheet amounts due to outstanding checks. The School has not experienced any losses in such accounts and management believes it is not exposed to significant risk to cash.

During the year ended June 30, 2021, the School received 66% of its funding for operations from SCS based on a per-pupil allocation equivalent to the amount spent per pupil within the SCS, 20% of its funding from Federal and State grants, and 11% of its funding from forgiveness of PPP loan.

### G. Operating Leases

The School entered into lease agreements for copiers in April 2017, which will expire in April 2022. As of June 30, 2021, future minimum lease payments required under these operating lease agreements is as follows:

2022	<u>\$ 17,226</u>
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Rent expense totaled \$22,931 for the year ended June 30, 2021.

The School receives its facilities rent free through its agreement with the Achievement School District (“ASD”) through the state of Tennessee. The school building is owned by Shelby County Schools. No amount is recorded as in-kind for this rent because the value is not readily determinable.

### H. Accrued Expenses

Accrued expenses consist of the following:

Accrued payroll	\$ 67,643
Accrued retirement	20,948
Other accrued expenses	<u>16,327</u>
	<u>\$ 104,918</u>

### I. Advertising

Advertising costs are charged to operations when incurred. Advertising expense totaled \$6,153 for the year ended June 30, 2021.

## NOTE 4 – PENSION PLANS

The School participates in the following defined benefit multiple-employer Public Employee Retirement Plans administered by the Tennessee Consolidated Retirement System (“TCRS”):

- A. Teacher Legacy Pension Plan – Teachers with membership in TCRS prior to July 1, 2014 are included in this plan. The plan was closed to new membership on June 30, 2014 but continues to provide benefits to existing members. The plan is a cost sharing multiple-employer pension plan.
- B. Teacher Retirement Plan – Teachers with membership in TCRS beginning July 1, 2014 are included in this plan. The plan is a hybrid plan which features both a defined contribution element and a pension plan element. The plan is a cost sharing multiple-employer pension plan.

The School is ineligible to participate in the TCRS Agent Plan as a member of the Achievement School District.

The TCRS was created by state statute under Tennessee Code Annotated, Title 8, Chapters 34-37. The TCRS Board of Trustees is responsible for the proper operation and administration of the TCRS. The Tennessee Treasury Department, an agency in the legislative branch of state government, administers the plans of the TCRS. The TCRS issues a publicly available financial report that can be obtained at [www.treasury.tn.gov/Retirement/Boards-and-Governance/Reporting-and-Investment-Policies](http://www.treasury.tn.gov/Retirement/Boards-and-Governance/Reporting-and-Investment-Policies). Tennessee Code Annotated Title 8, Chapters 34-37 establishes the benefit terms and can be amended only by the Tennessee General Assembly. The chief legislative body may adopt the benefit terms permitted by statute.

**Promise Academy Spring Hill, Inc.**  
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The net pension asset, deferred outflows of resources and deferred inflows of resources reported on the statement of net position at June 30, 2021 are summarized as follows for each plan:

	Net Pension Asset	Deferred Outflows of Resources	Deferred Inflows of Resources
Teacher Legacy Pension Plan	\$ 142,419	\$ 128,946	\$ 74,803
Teacher Retirement Plan	59,394	32,604	26,535
Total	<u>\$ 201,813</u>	<u>\$ 161,550</u>	<u>\$ 101,338</u>

Details of the components of deferred outflows of resources and deferred inflows of resources are presented in further detail on the following pages.

**A. General Information about the Pension Plans**

Benefits provided

Under the TCRS Teacher Legacy Pension Plan, members are eligible to retire with an unreduced benefit at age 60 with 5 years of service credit or after 30 years of service credit regardless of age. A reduced early retirement benefit is available at age 55 and vested. Under the Teacher Retirement Plan, members are eligible to retire with an unreduced benefit at age 65 with 5 years of service credit or pursuant to the rule of 90 in which the member's age and service credit total 90. A reduced early retirement benefit is available at age 60 and vested or pursuant to the rule of 80.

Benefits are determined by a formula using the member's highest five consecutive year average compensation and the member's years of service credit. Members vest with five years of service credit. Service related disability benefits are provided regardless of length of service. Five years of service is required for non-service related disability eligibility. The service related and non-service related disability benefits are determined in the same manner as a service retirement benefit but are reduced 10 percent and include projected service credits. A variety of death benefits are available under various eligibility criteria.

Member and beneficiary annuitants are entitled to automatic cost of living adjustments (COLAs) after retirement. A COLA is granted each July for annuitants retired prior to the 2nd of July of the previous year. The COLA is based on the change in the consumer price index (CPI) during the prior calendar year, capped at 3 percent, and applied to the current benefit. No COLA is granted if the change in the CPI is less than one-half percent. A one percent COLA is granted if the CPI change is between one-half percent and one percent. A member who leaves employment may withdraw their employee contributions, plus any accumulated interest. Additionally, under the Teacher Legacy Pension Plan and Teacher Retirement Plan, benefit terms and conditions, including COLAs, can be adjusted on a prospective basis. Moreover, there are defined cost controls and unfunded liability controls that provide for the adjustment of benefit terms and conditions on an automatic basis.

Contributions

Contributions for employees are established in the statutes governing the TCRS and may only be changed by the Tennessee General Assembly or, for the Teacher Retirement Plan, by automatic cost controls set by law. Employees contribute 5 percent of salary. The School makes employer contributions at the rate set by the Board of Trustees as determined by an actuarial valuation. By law, employer contributions to each plan are required to be paid. TCRS may intercept the School's state shared taxes if the required employer contributions are not remitted. The employer rate, when combined with member contributions, is expected to

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2021**

finance the costs of benefits earned by members during the year, the cost of administration, as well as an amortized portion of any unfunded liability. Per the statutory provisions governing TCRS, the employer contribution rate for the Teacher Retirement Plan cannot be less than 4 percent, except in years when the maximum funded level, as established by the TCRS Board of Trustees is reached.

Employer contributions to each plan for the year ended June 30, 2021 were as follows:

	Teacher Legacy Pension Plan	Teacher Retirement Plan
Employer contributions	\$ 64,194	\$ 34,428
Covered payroll	625,060	860,705
As a percentage of covered payroll	<u>10.27%</u>	<u>4.00%</u>

For the year ended June 30, 2021, employer contributions to the TCRS Teacher Hybrid Plan included contributions to the Pension Stabilization Reserve Trust of 1.98% of covered payroll.

**B. Actuarial Assumptions for each TCRS Plan**

The total pension liability as of June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary Increases	Graded salary ranges from 8.72% to 3.44% based on age, including inflation, averaging 4%
Investment rate of return	7.25%, net pension plan investment expenses, including inflation
Cost-of Living Adjustment	2.25%

Mortality rates were based on actual experience including an adjustment for some anticipated improvement.

The actuarial assumptions used in the June 30, 2020 actuarial valuation were based on the results of an actuarial experience study performed for the period July 1, 2012 through June 30, 2016. The demographic assumptions were adjusted to more closely reflect actual and expected future experience.

*Investment Policy*

The long-term expected rate of return on pension plan investments were established by the TCRS Board of Trustees in conjunction with the June 30, 2016 actuarial experience study. A blend of future capital market projects and historical market returns was used in a building-block method in which a best-estimate of expected future real rates of return (expected returns, net pension plan investment expense and inflation) is developed for each major asset class. These best-estimates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation of 2.5%.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2021**

The best-estimates of geometric real rates of return and the TCRS investment policy target asset allocation for each major asset class are summarized in the following table:

Asset Class	Long-term Expected Real Rate of Return	Target Allocation
U.S. Equity	5.69%	31%
Developed market international equity	5.29%	14%
Emerging market international equity	6.36%	4%
Private equity and strategic lending	5.79%	20%
U.S. fixed income	2.01%	20%
Real estate	4.32%	10%
Short-term securities	0.00%	1%
		100%

The long-term expected rate of return on pension plan investments was established by the TCRS Board of Trustees as 7.25 percent based on a blending of the three factors described above.

Discount Rate

The discount rate used to measure the total pension liability was 7.25 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current rate and that contributions from the School will be made at the actuarially determined contribution rate pursuant to an actuarial valuation in accordance with the funding policy of the TCRS Board of Trustees and as required to be paid by state statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**C. Net Pension Liability (Asset)**

Pension Asset

The net pension liability (asset) for each TCRS plan was measured as of June 30, 2020, and the total pension liability (asset) used to calculate net pension liability (asset) was determined by an actuarial valuation as of that date. The components of the net pension liability for the cost-sharing plans at June 30, 2020 are as follows:

	Cost-Sharing Plans	
	Teacher Legacy Pension Plan	Teacher Retirement Plan
Proportionate share of net pension liability (asset)	\$ (142,419)	\$ (59,394)
Proportionate share at June 30, 2020 measurement date	0.018676%	0.104450%
Proportionate share at June 30, 2019 measurement date	0.022571%	0.118055%

The proportion of the net pension liability (asset) was based on the School's contributions to each cost-sharing plan relative to the contributions of all participating LEAs. Detailed information about each cost-sharing pension plan's fiduciary net position is available in a separately issued TCRS financial report.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2021**

*Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate*

The following presents the net pension liability (asset) or proportionate share of net pension liability (asset) of the School related to each TCRS plan calculated using the discount rate of 7.25 percent, as well as what the net pension liability (asset) or proportionate share of net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage point higher (8.25 percent) than the current rate:

	<u>1% Decrease</u>	<u>Current Rate</u>	<u>1% Increase</u>
Proportionate share of the net pension liability (asset)			
Teacher Legacy Pension Plan	\$ 442,920	\$ (142,419)	\$ (627,802)
Teacher Retirement Plan	46,199	(59,394)	(137,230)

**D. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2021, the School reported pension expense, deferred outflows of resources, and deferred inflows of resources related to each plan from the following sources:

	<u>Teacher Legacy Pension Plan</u>	<u>Teacher Retirement Plan</u>
Pension Expense (Negative Pension Expense)	\$ 21,581	\$ 23,510
Deferred Outflows of Resources		
Differences between expected and actual experience	\$ 5,414	\$ 2,207
Net difference between projected and actual earnings on pension plan investments	31,808	4,838
Changes in Assumptions	12,938	1,862
Changes in proportion of net pension liability (asset)	14,592	6,311
Contributions subsequent to the measurement date of June 30, 2020	64,194	17,386
Total	<u>\$ 128,946</u>	<u>\$ 32,604</u>
Deferred Inflows of Resources		
Differences between expected and actual experience	\$ 68,843	\$ 14,884
Net difference between projected and actual earnings on pension plan investments	-	-
Changes in Assumptions	-	-
Changes in proportion of net pension liability (asset)	5,960	11,651
	<u>\$ 74,803</u>	<u>\$ 26,535</u>

The amounts shown above for “Contributions subsequent to the measurement date of June 30, 2020,” will be recognized as a reduction (increase) to net pension liability (asset) in the following measurement period.

**Promise Academy Spring Hill, Inc.**  
**Notes to Financial Statements**  
**June 30, 2021**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows for the years ending June 30:

	Teacher Legacy Pension Plan	Teacher Retirement Plan
2022	\$ (30,604)	\$ (992)
2023	(2,506)	(293)
2024	2,359	64
2025	21,070	165
2026	-	(1,474)
Thereafter	-	(8,787)

In the table shown above, positive amounts will increase pension expense while negative amounts will decrease pension expense.

**NOTE 5 - DEFINED CONTRIBUTION EMPLOYEE PLAN**

401(k) Plan

The Teacher Retirement Plan provides a combination of a defined benefit plan and a defined contribution plan. The defined benefit portion of the Teacher Retirement Plan is managed by TCRS. The defined contribution assets are deposited into the State's 401(k) plan where the employee manages the investments within the 401(k) plan. Tennessee Code Annotated Title 8, Chapters 34-37 establishes the benefit terms and can be amended only by the Tennessee General Assembly. Enrolled employees may, at their option, contribute 2% of their salaries and employers are required to contribute 5% of those salaries to the defined contribution (401(k)) portion of the Teacher Retirement Plan. Contributions are made on a tax-deferred basis. During 2020, the School's employer contribution to the defined contribution (401(k)) portion of the Teacher Retirement Plan was \$76,858. Employees are immediately invested in contributions, therefore there are no forfeitures in the plan. At June 30, 2020, the School reported a payable of \$0 for the outstanding amount of contributions to the plan.

**NOTE 6 – RISK MANAGEMENT**

The School manages its risk exposure to potential legal issues, theft or damage to property through commercial insurance and excess coverage policies. Settlements have not exceeded insurance coverage in any of the past three years.

**NOTE 7 – COMMITMENTS AND CONTINGENCIES**

The School receives financial assistance from state agencies in the form of a per-pupil allocation and federal and state pass-through grants. The expenditure of funds received under these programs requires compliance with the School's ASD agreement and is subject to audit by the oversight agency. Any disallowed claims resulting from such an audit become a liability of the School. However, in the opinion of management, any such disallowed claims will not have a material effect on the financial statements.



**NOTE 8 – COVID-19 IMPACT**

The outbreak of the 2019 coronavirus disease (“COVID-19”), which was declared a global pandemic by the World Health Organization on March 11, 2020, and the related responses by public health and governmental authorities to contain and combat its outbreak and spread, adversely affected workforces, economies, and financial markets globally, including the School’s operation during the 2021 fiscal year.

On April 30, 2020, the School obtained a loan in the amount of \$554,567 through the Paycheck Protection Program administered by the U.S. Small Business Administration (SBA). The loan bears interest at 1% and is payable over two years, with a deferral of payments for the first six months. The School received forgiveness for the loan in full on January 8, 2021.

**REQUIRED SUPPLEMENTARY INFORMATION**

**Promise Academy Spring Hill, Inc.**  
**Schedule of Proportionate Share of the Net Pension Liability (Asset) - Teacher**  
**Legacy Pension Plan of TCRS**  
**Last Fiscal Year Ending June 30 \***

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Proportion of the net pension liability (asset)	\$ (142,419)	\$ (232,074)	\$ (43,263)	\$ (3,443)	\$ 70,759	\$ 6,542
Proportionate share of the net pension liability (asset)	0.018676%	0.022571%	0.012294%	0.010520%	0.011322%	0.015970%
Covered payroll	\$ 621,588	\$ 756,849	\$ 430,510	\$ 371,864	\$ 408,718	\$ 597,850
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	-22.91%	-30.66%	-10.05%	-0.93%	17.31%	1.09%
Plan fiduciary net position as a percentage of the total pension liability (asset)	103.09%	104.28%	101.49%	100.14%	97.14%	99.81%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date.

**Promise Academy Spring Hill, Inc.**  
**Schedule of Contributions - Teacher Legacy Pension Plan of TCRS**  
**Last Fiscal Year Ended June 30 \***

	2021	2020	2019	2018	2017	2016	2015
Contractually required	\$ 64,194	\$ 66,075	\$ 79,166	\$ 39,090	\$ 33,617	\$ 36,948	\$ 54,046
Contributions in relation to the contractually required contribution	<u>64,194</u>	<u>66,075</u>	<u>79,166</u>	<u>39,090</u>	<u>33,617</u>	<u>36,948</u>	<u>54,046</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 625,060	\$ 621,588	\$ 756,849	\$ 430,510	\$ 371,864	\$ 408,718	\$ 597,850
Contributions as a percentage of covered payroll	10.27%	10.63%	10.46%	9.08%	9.04%	9.04%	9.04%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date.

*Changes of assumptions.* In 2017, the following assumptions were changed: decreased inflation rate from 3.00% to 2.50%; decreased the investment rate from 7.50% to 7.25%; decreased the cost of living adjustment from 2.50% to 2.25%; decreased the salary growth range from an average of 4.25% to an average of 4.00%; and modified mortality assumptions.

**Promise Academy Spring Hill, Inc.**  
**Schedule of Proportionate Share of the Net Pension Liability (Asset) - Teacher**  
**Retirement Plan of TCRS**  
**Last Fiscal Year Ending June 30 \***

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Proportion of the net pension liability (asset)	\$ (59,394)	\$ (66,640)	\$ (42,517)	\$ (23,273)	\$ (7,793)	\$ (1,660)
Proportionate share of the net pension liability (asset)	0.104450%	0.118055%	0.093747%	0.088218%	0.074860%	0.041264%
Covered payroll	\$ 1,318,069	\$ 1,249,256	\$ 819,240	\$ 579,008	\$ 329,391	\$ 85,740
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	-4.51%	-5.33%	-5.19%	-4.02%	-2.37%	-1.94%
Plan fiduciary net position as a percentage of the total pension liability (asset)	116.52%	123.07%	126.97%	126.81%	121.88%	127.46%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date

**Promise Academy Spring Hill, Inc.**  
**Schedule of Contributions - Teacher Retirement Plan of TCRS**  
**Last Fiscal Year Ended June 30 \***

	2021	2020	2019	2018	2017	2016	2015
Contractually required contributions	\$ 17,386	\$ 26,757	\$ 24,236	\$ 13,360	\$ 23,160	\$ 8,245	\$ 2,143
Contributions in relation to the contractually required contribution	17,386	26,757	24,236	32,769	23,160	13,176	3,429
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (19,409)</u>	<u>\$ -</u>	<u>\$ (4,931)</u>	<u>\$ (1,286)</u>
Covered payroll	\$ 860,705	\$ 1,318,069	\$ 1,249,256	\$ 819,240	\$ 579,008	\$ 329,391	\$ 85,740
Contributions as a percentage of covered payroll	2.02%	2.03%	1.94%	4.00%	4.00%	4.00%	4.00%

\*GASB 68 requires a 10-year schedule for this data to be presented starting with the implementation of GASB 68. The information in this schedule is not required to be presented retroactively prior to the implementation date

In fiscal year 2021, the actuarially determined contribution rate of 2.02% of covered payroll was placed into the pension plan and 1.98% of covered payroll was placed into the Pension Stabilization Reserve Trust. In fiscal year 2020, the actuarially determined contribution rate of 2.03% of covered payroll was placed into the pension plan and 1.97% of covered payroll was placed into the Pension Stabilization Reserve Trust.

*Changes of assumptions.* In 2017, the following assumptions were changed: decreased inflation rate from 3.00% to 2.50%; decreased the investment rate from 7.50% to 7.25%; decreased the cost of living adjustment from 2.50% to 2.25%; decreased the salary growth range from an average of 4.25% to an average of 4.00%; and modified mortality assumptions.

**OTHER SUPPLEMENTARY INFORMATION**

**Promise Academy Spring Hill, Inc.**  
**Schedule of Expenditures of Federal Awards and State Financial Assistance**  
**For the Year Ended June 30, 2021**

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Contract Number	Expenditures
<b>U.S. Department of Education</b>			
<u>Passed through TN Department of Education</u>			
Title I Grants to Local Educational Agencies	84.010A	N/A	\$ 312,033
Title II Part A Improving Teacher Quality State Grants	84.367	N/A	21,114
Title III English Language Acquisition State Grants	84.365	N/A	198
CARES Act Funding	84.425D	N/A	183,769
Connectivity Grant	21.019	N/A	27,400
Remote Learning & Tech Grant	U282A160021	N/A	29,028
Governor's Emergency Education Relief Fund (GEER)	84.425C	N/A	20,850
<i>Special Education Cluster (IDEA)</i>			
Special Education - Grants to States (IDEA, Part B)	84.027	N/A	41,565
Special Education - Grants to States (IDEA, Preschool)	84.173	N/A	<u>3,363</u>
Subtotal - Special Education Cluster (IDEA)			<u>44,928</u>
<b>Total Federal Awards</b>			639,320
<u>State Financial Assistance</u>			
<b>TN Department of Education</b>			
Priority School Principal Leadership Incentive Grant (PSPLIG)	N/A	N/A	14,076
District Priority School Improvement Grant (DPSIG)	N/A	N/A	86,086
LEA Reopening & Programmatic Supports Grant	N/A	N/A	5,000
High Opportunity School Literacy Grant	N/A	N/A	93,997
Sick Leave Credit Income	N/A	N/A	13,258
Voluntary Pre-K Grant (VPK)	N/A	N/A	86,793
Communities in Schools Grant	N/A	N/A	25,000
Safe Schools Grant	N/A	N/A	<u>25,349</u>
<b>Total State Financial Assistance</b>			<u>349,559</u>
<b>Total Federal and Awards and State Financial Assistance</b>			<u><u>\$ 988,879</u></u>



**Promise Academy Spring Hill, Inc.  
Notes to Schedule of Expenditures of Federal Awards and State Assistance  
For the Year Ended June 30, 2021**

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**NOTE 1 – BASIS OF PRESENTATION**

The schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the School under programs of the federal government for the year ended June 30, 2021. The information in this schedule is presented for purposes of additional analysis as required by the State of Tennessee Comptroller of the Treasury, *Audit Manual*. Because the Schedule presents only a selected portion of the operations of the School, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the School.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- 1.) Expenditures reported in the schedule are on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the “Uniform Guidance”), wherein certain types of expenditures are not allowable or limited as to reimbursement.
- 2.) Pass-through entity contract numbers are presented where available.
- 3.) There were no federal awards passed through to subrecipients.
- 4.) The School has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

## **INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Promise Academy Spring Hill, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Promise Academy Spring Hill, Inc. (the School) as of and for the year ended June 30, 2021, which collectively comprise the School's basic financial statements, and have issued our report thereon dated December 16, 2021.

### **Internal Control over Financial Reporting**

In planning and performing our audit, we considered the School's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Watkins Mikusall, PLLC*

Memphis, Tennessee  
December 16, 2021

**Promise Academy Spring Hill, Inc.  
Summary Schedule of Prior Audit Findings  
For the Year Ended June 30, 2020**

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None reported.

## **ATTACHMENT R**

Original approved charter agreement with the ASD

## PROPOSAL NARRATIVE TEMPLATE

Please respond to the following questions, limiting your narrative response to all sections to 50 pages total. **This means that the length of this document, including these instructions and the questions below, may be no longer than 67 pages (not including the enrollment summary).** The Enrollment Summary and Attachments are not included in the page limit.

Please keep in mind that your application is a professional document. The quality of the document that you submit should reflect the quality of the school that you propose to open. Evaluation Teams will be able to navigate well-organized, effectively-edited documents easily, thereby focusing their energy on reviewing the content of each application. Grammar, spelling, and formatting all make an impression on an evaluator.

Please add the full name of your school to the footer of this document so that it appears on all pages, along with the page numbers.

This document must be typed with 1-inch page margins and 12-point font, single-spaced. Use the boxes provided to type your responses.

Each major section (Enrollment Summary, Executive Summary, Expansion Plan, etc.) **must** begin on a separate page.

If a particular question does not apply to your team or proposal, respond “Not Applicable,” **and briefly explain why the question is not applicable to your team or proposal.**

When you have completed your response and verified that the **total length of the document does not exceed 67 pages (not including the enrollment summary)**, please save this document as a PDF file. **Name your file according to this convention: NAME OF OPERATOR.Narrative.pdf.** Upload your PDF file to the online application submission portal.

**ENROLLMENT SUMMARY**

NOT INCLUDED IN PAGE LIMIT

- (1) Complete the following table for each school to open in 2013-14. You may duplicate the table as needed. Remove any rows for grades the school will not serve as needed in each table.

Grade Level	Number of Students					
	Year 1 2014	Year 2 2015	Year 3 2016	Year 4 2017	Year 5 2018	At Capacity 2019
K	80	80	80	80	80	80
1		80	80	80	80	80
2			80	80	80	80
3				80	80	80
4					80	80
5						80

- (2) Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Promise Academy #2 will begin by serving 80 students in kindergarten. We will have four classes serving approximately 20 students each. Promise Academy #2 will place an emphasis on a low pupil-to- teacher ratio to facilitate frequent, quality feedback to students on a daily basis. Low pupil-to-teacher ratios will also allow Promise Academy #2 to provide students with individualized instruction needed to succeed and one-on-one interactions necessary to develop strong relationships between teachers and students.

The Board of Trustees selected this school size to ensure that there are a sufficient number of students in each grade to provide a real opportunity for collaboration among the students, teachers, and classrooms. The Board of Trustees also determined that a school size of at least 80 students per grade is necessary to provide an opportunity for school choice in our target community while maintaining a small school feel. The Board of Trustees selected a target class size of 20 students to provide a learning environment that is slightly smaller than the average class size within our target recruiting area. The Board of Trustees also determined that the target class size provides a solid balance between individualized instruction and financial viability.

Promise Academy #2 will add one grade level each year until we serve students in grades K-5. Our enrollment plan is based on our school implementing a phase-in approach. We believe that this approach will allow us to slowly and intentionally develop a culture of academic excellence in our students, families, and teachers. Additionally, given that we will be hiring only a small number of teachers each year, we will be able to be highly selective, ensuring that we hire those most likely to contribute to high student achievement. Further, by starting small and adding a grade each year, we will be able to solicit community support for our school. We are confident that this approach will yield positive results.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## EXECUTIVE SUMMARY

5 PAGE LIMIT

Provide a brief overview of your proposed school, including:

- The outcomes you will achieve
- The key components of your educational model
- The organization's growth plan, both in Tennessee and elsewhere (if applicable)
- Key supporters, partners, or resources that will contribute to your school's success

**TYPE YOUR EXECUTIVE SUMMARY IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Promise Academy is a high-performing K-5 charter school located in North Memphis. We opened our doors in 2005 serving 60 students and have grown to a school serving well over 400 students. Promise Academy serves a student population consisting of 95% free/reduced-price lunch (FRL), 95% Black, 5% Hispanic, and 11% students with disabilities (SWD). Over the last few years, Promise Academy has experienced great academic success with our student population. For example, in 2012, 52% of Promise Academy students performed at the proficient level or above on the mathematics assessment, outperforming the state by 5% and Memphis City Schools by 26%. Given the success that we have experienced with Promise Academy, we are seeking to replicate our model and open an additional campus – Promise Academy #2. We will begin by serving students in kindergarten and add a grade each year until we serve students in kindergarten through fifth grade. We have chosen the phase-in approach; we believe that a slower growth plan will allow us to effectively transform the school culture into one of academic excellence. Following is the enrollment plan that we will implement:

Grade Level	Number of Students					
	Year 1 2014	Year 2 2015	Year 3 2016	Year 4 2017	Year 5 2018	At Capacity 2019
K	80	80	80	80	80	80
1		80	80	80	80	80
2			80	80	80	80
3				80	80	80
4					80	80
5						80
Total	80	160	240	320	400	480

Promise Academy #2 will adopt the mission and vision statements of Promise Academy #1. Accordingly, the mission of Promise Academy #2 is to teach and inspire the mind, body, and spirit of our children so that they can succeed in any academic or cultural setting. The vision of Promise Academy #2 is the following: Promise Academy is committed to preparing children to excel in the nation's most rigorous schools. This is our commitment to the MIND. We believe that physical well-being contributes to academic success and is essential to children's development and happiness throughout life. This is our commitment to the BODY. We accept the responsibility to nurture our children's will to succeed, to give them a sense of purpose and boundless possibilities, and to instill in them the confidence and drive to participate fully in our commerce and culture. This is our commitment to the SPIRIT.

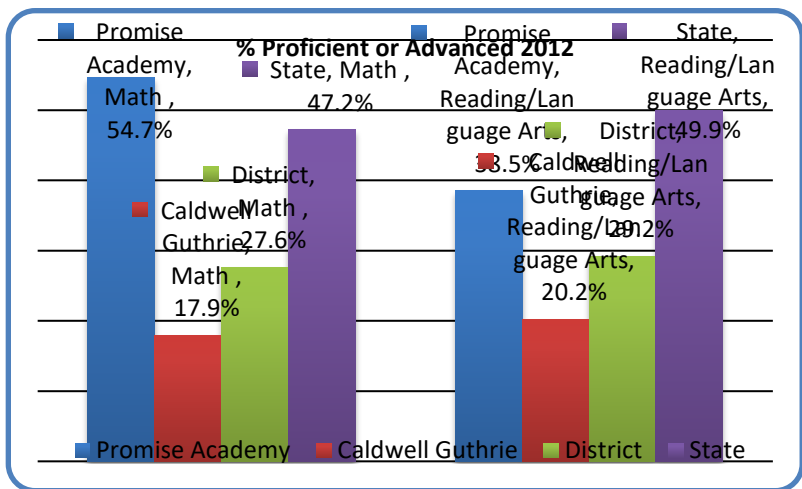
By focusing on our mission and vision, we will transform the school we phase into and move the school from the bottom 5% in the state of Tennessee to the top 25% within the next five years. We hope to be located in the North Memphis area; we already have strong ties to the community and valuable partnerships with local nonprofit and faith-based organizations.



While we are unsure what school will become available, the following is an example of the type of school and the reasoning behind the request. For example, the Caldwell-Guthrie Elementary School facility. The need for transformation at this school is urgent. According to the 2012 Report Card, Caldwell-Guthrie Elementary School serves approximately 350 pre-kindergarten through fifth grade students. Of those students, 99.5% are African American and greater than 95% qualify for the national free and reduced-price lunch (FRL) program. Assessment results from 2012 indicate that Caldwell-Guthrie students are performing below both the State and district averages. On the math assessment, 17.9% of tested students were proficient or advanced, compared to 27.6% at Memphis City Schools and 47.2% across the State. Further, 20.2% of its students were proficient or advanced on the reading/language arts assessment; Memphis City Schools had 29.2% proficient or advanced, and across the State, 49.9% were proficient or advanced.<sup>1</sup> These assessment results indicate that the children attending this school need a strong academic program. We hope to be a source of transformation for the students and families residing in the North Memphis Community.

**Outcomes We Will Achieve**

As evidenced by the assessment results above, the students attending Caldwell-Guthrie and Memphis, in general, are in need of high quality academic programs. We will provide a school environment that is safe and conducive to student learning. Through our culture of high expectations and academic excellence, students will acquire the skills and knowledge needed to enter a rigorous middle school



program. We hope that our students will graduate from high school, attend and graduate from college, find meaningful jobs, and live meaningful lives. We will adopt the Achievement School District's (ASD) Performance Framework that outlines threshold criteria, composite score criteria, and culture and safety criteria. We will work tirelessly to ensure that we meet the goals and the criteria set forth by the ASD. We will be committed to providing a high-quality academic program to every student who walks through our doors. The Board of Trustees is committed to ensuring the success of the program and will provide financial support, as necessary, to meet the needs of the students attending our school.

**Key Components of Our Educational Model**

We will implement the educational model currently in place at Promise Academy #1. As noted above, Promise Academy #1 has had success with this model. We believe that by implementing this educational model at Promise Academy #2, we will have similar levels of success. Following is a high level summary of the fundamental features of our model. For more information, reference *Transformational Change*.

- **Standards-Based Academic Curriculum**

Promise Academy #2 will deliver rigorous instruction by highly qualified, dedicated, and focused teachers. The curriculum will be standards-based and grounded in the Common Core State Standards. (Given that Common Core will be the adopted curriculum by the time the school opens, this will be the primary curricular focus.) Promise Academy #2 will also use the Tennessee Curriculum Frameworks as

<sup>1</sup> <http://edu.reportcard.state.tn.us/pls/apex/f?p=200:20:219730985234204::NO>

necessary and appropriate. Our curriculum will incorporate both teacher-created resources and some of the best research-proven commercial curricula available. All curricula chosen or designed will align with the Common Core State Standards and the Tennessee Curriculum Frameworks (as appropriate), providing rigorous learning experiences with high expectations.

- ***Life and Culture Curriculum***

To fulfill the school's mission of preparing students to excel in any academic or cultural setting, Promise Academy #2 will incorporate a Life and Culture curriculum as part of its educational program. The Life and Culture curriculum will include instruction and hands-on experiences in the world of arts, health, life skills, community service, and business.

- ***Technology***

Promise Academy #2 will invest significant resources in the use of technology and software. All classrooms will have access to a SmartBoard, iPads, and desktops to use on a regular basis. The school will purchase adaptive software in mathematics and language arts, including SuccessMaker and DreamBox, as well as additional software as it becomes available. In addition, Accelerated Reader and Math will be installed for students to use independently.

- ***Community Gatherings and Character Development***

We have been very intentional about our school schedule and have allotted 45 minutes during the morning to focus specifically on school culture and character development. During this time, students will participate in a community gathering and a character development program, *Voices*. Community gatherings will occur every morning for 10-to-15 minutes and will include the entire school. The sole purpose of the gatherings will be to build a culture of achievement, recognition, and celebration, in addition to focusing on a value or character trait. Following the community gathering, students will return to their classrooms and participate in the character education program while eating breakfast.

- ***Deliberate and Structured Use of Data***

In order to provide our students with an education that will prepare them for their future, it is our responsibility to regularly understand the progress students are making and their mastery of skills. If we do not understand what they need, we cannot design learning experiences to help them succeed. For that reason, Promise Academy #2 will regularly and intentionally assess our students to make needed instructional adjustments. Students will be assessed using the Partnership for Assessment of Readiness for College and Careers (PARCC), the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) for Primary Grades Assessment and the Measures of Academic Progress (MAP) assessments, Dynamic Indicators of Basic Early Literacy Skills (DIBELS), Achievement Network's (ANet's) interim assessments, Learnia, Discovery, SuccessMaker and DreamBox (the school's current adaptive technology software), as well as teacher-created assessments. Our teachers and leadership will regularly analyze assessment data and use the results from the data to drive instruction, school improvement, and school culture. Finally, as described in more detail later, Promise Academy is currently in the process of creating a dashboard that will be used by the Board, leadership, and teachers to determine the school's success and drive outcomes.

- ***Extended Learning Time***

Promise Academy #2 will offer students an extended school day and school year that will provide more instructional time than the traditional Memphis City School schedule. The official school day will be eight hours, with at least 6.75 hours intentionally scheduled as instructional time. Our school year will provide more instructional days than the amount required by law, ranging from 188 to 190, with approximately 1,280 instructional hours.

- ***Focus on and Support for Effective Teaching***

At Promise Academy #2, we know that the most important factor for student learning is the quality of the classroom instruction. Teaching matters – a highly effective classroom teacher can have a powerful influence on student learning. Because many of our students will come to us academically underserved, quality classroom instruction will be critical. For that reason, our teachers will be expected to interact in a professional setting that demands the use of research-based instructional and assessment methods that are shown to increase student learning.

- **Focused Leadership Structure**

Promise Academy #2 will strategically organize its leadership structure to ensure we are providing the essential elements necessary for our teachers and students to be successful. Promise Academy #2 will employ a dual administrative structure consisting of an Executive Director and a school Principal. The dual administrative structure will allow the Principal to focus on the development of a strong academic culture and the instructional elements of the teaching and learning process. The Executive Director will be responsible for communicating and interacting with the Board, assisting with reporting and compliance issues, and overseeing the logistical elements of the organization.

Promise Academy currently employs an Executive Director, Mr. Tom Beazley. Mr. Beazley will serve as the Executive Director of Promise Academy #2 as well. Mr. Beazley has been an educator since 1977. Upon graduating from Denison University, Mr. Beazley sought his M.S. in Education from the University of Pennsylvania. He graduated and began his career as an educator in Newtown, Pennsylvania. Since 1977, Mr. Beazley has served as the headmaster of various private schools throughout the country. Additionally, Mr. Beazley was a founding member of Promise Academy and began serving the school as the Executive Director in 2011. Accordingly, Mr. Beazley has extensive experience in school leadership and administration, as well as sound knowledge of curriculum, instruction, and assessment. Mr. Beazley is a Board Member for the Tennessee Charter School Association.

### **Our Growth Plan**

At this time, Promise Academy does not have intentions to grow beyond our second campus – Promise Academy #2. Should we later find that we are ready and prepared to serve more students in the greater Memphis area, we will consider applying for additional charters and adding more schools. Promise Academy is a Memphis-based organization and does not intend to grow into other states.

### **Key Supporters, Partners, and Resources**

Promise Academy #2 has developed relationships with a number of organizations and foundations that will contribute to the success of our school. Specifically, we have strong relationships with several foundations that will provide financial support during the planning year through year four of the charter. Additionally, in order to meet the needs of our students, we will partner with a variety of nonprofit and faith-based organizations in the North Memphis area. We will partner with Emmanuel Episcopal Center to provide after-school care and athletic programs for our students. In addition, Christian Brothers University, Rhodes College, and Bellevue Baptist Church have agreed to provide tutoring support to students, both during the regular school day and after school. We will also partner with S.A.V.E. to provide vision services to our students. Additionally, students will be able to receive well-child services through our partnership with Well Child.

We believe that by growing in a slow and deliberate manner, implementing the fundamental features described above, and capitalizing on existing relationships with nonprofit and faith-based organizations, we will be able to transform the school that we phase into. The children of North Memphis are desperately in need of high-quality academic programs; we want to meet that need by opening Promise Academy #2.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## EXPANSION PLAN

### **Network Vision**

#### Mission and Vision for Growth

The mission of your non-profit should describe the purpose of your school, including the students and community to be served and the values to which you will adhere while achieving that purpose. The vision of your non-profit should describe what success looks like for students, for the school as a whole, and for any other entities that are critical to your mission. The mission and vision statement provide the foundation for the entire proposal.

- (1) State the mission and vision of the proposed school(s) and network as a whole. Please describe how your mission will inform your school's daily activities.
- (2) Describe the vision for your school, clearly illustrating what success will look like in terms of (a) life outcomes for students and (b) impact on community and/or society
- (3) Describe the number of schools that you plan to open in Tennessee every year for at least the next five years, the year in which each school will open, and the demographic characteristics of the students to be served by each school. If your network operates multiple models, identify the model that you will open in each location.
- (4) If you are simultaneously opening new schools in other states or have submitted applications to open schools in new states, provide a list including the name and location of each school, the authorizer and application status for each application, and the number of students served by each proposed school.
- (5) Describe the vision for your organization after your growth plan has been implemented. In what way will your growth in Tennessee contribute to that vision?

The mission and vision should align with the purposes of the Tennessee Public Charter Schools Act and the mission of the Achievement School District.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### **Mission and Vision**

Promise Academy #2 will adopt the mission and vision statements of Promise Academy #1. Accordingly, the mission of Promise Academy #2 is to teach and inspire the mind, body, and spirit of our children so that they can succeed in any academic or cultural setting.

The vision of Promise Academy #2 is: Promise Academy is committed to preparing children to excel in the nation's most rigorous schools. This is our commitment to the MIND. We believe that physical well-being contributes to academic success and is essential to children's development and happiness throughout life. This is our commitment to the BODY. We accept the responsibility to nurture our children's will to succeed, to give them a sense of purpose and boundless possibilities, and to instill in them the confidence and drive to participate fully in our commerce and culture. This is our commitment to the SPIRIT.

We will achieve our mission and vision by having a clear focus on academics before all else, as well as by focusing on the fundamental features described in *Transformational Change*. The mission of our school will inform our school's daily activities, including our rigorous, research-based curriculum; daily and yearly schedule; staffing model; professional development program; laser focus on data; and programs designed to build culture. All aspects of our school design will support our mission and lead to high levels of student achievement.

#### **Our Vision in Action**

Promise Academy #2 will ensure our students master the essential knowledge and skills needed to be successful in life. This includes not only academic skills, but also behavioral and social skills. We want our students to be curious and self-confident in any setting. We will assume responsibility for ensuring they are provided with the right opportunities to acquire the critical life and social skills that will help them be successful in their futures. Our school will work tirelessly to ensure that students reach their potential and that we close the achievement gap. The school will employ Exploratory teachers in special subjects such as art, music, library, physical education, and Spanish or particular focus yet to be determined (based on

the needs and desires of the student population). This will provide opportunities to experience success in other areas; students will be given a broader exposure to curricular areas.

Success at Promise Academy #2 will be demonstrated most clearly through our students' proficiency on academic assessments, their placement in effective middle schools, and by their accomplishments throughout life. While Promise Academy #2 will serve students in grades K-5 only, we ultimately want our students to graduate from high school, attend and graduate from college, find meaningful jobs, and live healthy lives. We hope that our success as a school will have an impact on the community and demonstrate to the community at-large that it is possible for students to achieve success. Specifically, we will prove to the community that transformational change is possible, and will move the school from the bottom 5% to the top 25% in the State of Tennessee within 5 years. Our school success will also demonstrate that attending school and acquiring the right skills and expertise can open doors and break the cycle of poverty. We hope that our students will one day return to our community as employee, invest in the schools and businesses, and become community members of North Memphis.

### **Growth Plan In Tennessee**

We intend to open only Promise Academy #2 within the next five years. Our goal is not to become a charter school management organization but, rather, to replicate the success we have experienced at Promise Academy #1. Should we desire to open additional schools in the years to come, we will complete an additional charter school application.

We hope to open Promise Academy #2 in 2014 and serve a student population where more than 95% of the population is eligible for free or reduced-price lunch. Greater than 95% of the population is minority, approximately 16-20% of students have special needs, and very few students are identified as English learners.

### **Growth Plan in Other States**

Promise Academy #2 is neither opening new schools nor has it applied to open new schools in other states.

### **Vision for the Organization**

The vision for our organization is to open and run two high quality charter schools in North Memphis: Promise Academy #1 and #2. By focusing on two schools only, we will be able to ensure the success of our schools. Further, we hope to implement best practices and serve as a model for other schools.

### Scale Strategy

- (1) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the parent organization and the new schools.
- (2) If your organization operates schools in other states, compare your efforts to scale operations to Tennessee to past scale efforts in other states.
- (3) Describe your plan for embedding the fundamental features of each model that you described in your theory of change into the schools that you plan to open.
- (4) Explain any shared or centralized support services the network organization will provide to schools in Tennessee.
- (5) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among schools, and specific service goals. How will the organization measure successful delivery of these services? (In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment 6**.)

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### **Scaling our Model**

At this time, Promise Academy is intent on replicating at one additional site. Steps and plans to make that occur successfully are described in various sections of this application. Please see *Transformational Change, Driving for Success, and Network-wide Staffing, Management & Support*, among others.

**Other States**

Promise Academy does not operate schools in other states.

**Embedding the Fundamental Features**

Promise Academy #2 will implement the fundamental features described in the *Transformational Change* section of this application. The fundamental features described in this application are the same as those currently implemented at Promise Academy #1. Accordingly, we have designed our academic program, staffing structure, and budget to ensure that we are able to implement the features as described in this application and as implemented at Promise Academy #1.

Key to ensuring that we are able to implement our fundamental features is the staffing structure that we have created. Promise Academy #2 will implement a staffing model in which the distractions of teachers and administrative staff are minimized so that each can perform at his/her optimum level. The Principal will be the instructional leader of the school, and, therefore, her/his duties and responsibilities will focus on leading the academic program and ensuring high student achievement. The Executive Director, Business Manager, and other administrative team members will help support the Principal with operational and non-instructional duties so that (s)he can focus on being an instructional leader. Through this model, we will be able to implement a strong academic program focused on preparing students for high school, college, and life.

**Shared Support Services**

No support services are being centralized. As opportunities present themselves, school leadership and the Board of Trustees will evaluate them and decide what makes the most sense for both schools. While it is likely that the proposed school will use the same vendors, agreements, and contracts, agreements will be directly with the individual school and not a management organization.

**Structure and Services to be Provided**

Promise Academy is currently not structured as a formal charter management organization with no set plans to open additional charter schools beyond the proposed charter school with the ASD. As such, it has structured its relationship with the proposed school via a shared cost arrangement for select items and not a contracted service or management fee. By and large, most personnel and services have been localized with each individual school. If personnel and services are shared, it will make sense for coordination across the two organizations, as well as the scale of the proposed school. In all years, executive leadership and financial management will be approached as a shared cost, with the proposed school paying a 20% share of the Promise Academy's Executive Director and Financial Manager compensation and benefits. Based on existing capacity of those two positions and the assumption that the work and deliverables will be incremental, and not double to existing work and deliverables, Promise Academy believed this was a prudent share of its own costs to pass to the proposed school. In Year 1, the proposed school will share Promise Academy's Special Education Coordinator and the Counselor/Social Worker, based on staff capacity, assuming a 20% share of Promise Academy's cost. In Year 2, the school's share will increase to 50%; while these two roles will have the capacity to provide support to both schools, it is very likely the proposed school will assume a greater portion of their time. In Year 3, these two roles will be hired directly by the proposed school, with the proposed school's scale now being able to support the preference to localize these roles as part of the school site leadership team.

In terms of evaluation of successful delivery of services, the proposed school intends to implement a similar evaluation approach currently in effect at Promise Academy. As described in greater detail in *Network Wide Staffing, Management, and Support*, all employees, including the Executive Director, will be evaluated on an annual basis. The results of the evaluation will be used to determine successful delivery of services.

- (6) Using the table below, summarize school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc.

Function	Network/Management Organization Decision-Making	School Decision-Making
Performance Goals	Overall performance objectives	Implementation/steps to objectives
Curriculum		School
Professional Development	Network if cost effective or if a universal area of need is identified	School
Data Management and Interim Assessments	Coordination of assessments will be necessary between the two schools and in accordance with ASD's requirements	School
Promotion Criteria		School
Culture		School
Budgeting, Finance, and Accounting	ED with consultation on needs	
Student Recruitment		School
School Staff Recruitment and Hiring	ED will work with the Principal to identify needs and budget. The ED may screen applicants to save time and effort on the part of the Principal	School
H/R Services (payroll, benefits, etc.)	Network	
Development/ Fundraising	Network	
Community Relations	ED with Principal's support and help	School
I/T	Network	Implementation
Facilities Management	ED	
Vendor Management / Procurement	ED	
Student Support Services	ED	Identifies need
Other operational services, if applicable	ED	

- (7) Provide, as **Attachment 1**, the following organization charts:
- Year 1 network as a whole (including both network management and schools within the network)
  - Year 3 network as a whole
  - Year 5 network as a whole
  - Year 1 school-level organization chart for the proposed 2014-15 school(s)
  - School-level organization chart at full expansion for the proposed 2014-15 school(s).

The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. The school-level organization charts should likewise present clear lines of authority and reporting within the school. If the school intends to contract with a charter management organization or other non-profit education management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed.

**Academic Plan**  
Transformational Change

The ASD is committed to authorizing applicants that seek transformational change for the communities they serve, meaning the operator:

- Puts forth a model that will result in double digit academic gains, and
  - Seeks to take schools from the bottom 5% to the top 25% in TN within 5 years.
- (1) Articulate the organization's approach to education. Describe the most fundamental features of a school that ensures successful student outcomes in schools with a high concentration of high needs students (academically behind).
  - (2) Describe the fundamental features of the organization's educational model that will drive outcomes in your proposed school(s). Key features may include:
    - Programs (ex. curriculum, PD, afterschool program, parent program, etc...)
    - Principles (ex. no excuses, individualized learning, learn at your own pace)
    - Structures (ex. blended learning, small learning communities, small class sizes, etc...)
  - (3) Describe the mechanisms by which the fundamental features you described in (2) will dramatically influence student success. Please provide evidence where possible.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### **Approach to Education**

We believe our central and only work is to teach and inspire the mind, body, and spirit of our students so they can succeed in any academic or cultural setting. Promise Academy #2 is committed to preparing our students to excel in the nation's most rigorous schools. As such, we approach our mission with a clear focus on academics centered on student achievement. We support this approach to our mission by establishing a caring, safe, and supportive learning environment and school culture, further described in *School Culture*.

Students who attend Promise Academy #2 will come from an underperforming school and a community with a high poverty rate. Too often, children raised in these communities have had limited exposure to cultures and experiences outside of their immediate surroundings. This lack of exposure – both culturally and socially – works against the likelihood that children will be able to compete academically and socially in other environments. Promise Academy #2 will value and honor the culture of our students; at the same time, we will encourage them to be confident in any setting to have a broad horizon for their future.

### **Fundamental Features**

In order to drive outcomes in our proposed school, Promise Academy #2's educational program will include the following fundamental features:

#### **Standards-Based Academic Curriculum**

To prepare our students with a strong foundation, Promise Academy #2 will deliver rigorous instruction by highly qualified, dedicated, and focused teachers. The curriculum will be standards-based and grounded in the Common Core State Standards. (Given that Common Core will be the adopted curriculum by the time the school opens, this will be the primary curricular focus.) Promise Academy #2 will also use the Tennessee Curriculum Frameworks as necessary and appropriate. Research strongly indicates that when schools build their academic program on a strong standards-based curriculum, students benefit<sup>2</sup>. Our curriculum will incorporate both teacher-created resources and some of the best research-proven commercial curricula available. All curricula chosen or designed will align with the Common Core State Standards and the Tennessee Curriculum Frameworks (as appropriate), providing rigorous learning experiences with high expectations.

Promise Academy #2 is committed to helping our students become proficient readers and writers of the English language. Reading is the cornerstone of one's education and is the avenue to mastering content knowledge in all subject areas. Our English language arts program will take a balanced approach

<sup>2</sup> Marzano, R.J. (2003). *What Works in Schools*. Alexandria, VA: ASCD.



to instruction and will include a focus on building basic skills, as well as comprehension and appreciation of a wide range of genres. Our students will participate in a daily 165-minute English language arts block that will incorporate the six areas of reading skills that must be addressed in any solid literacy program – decoding, phonemic awareness, phonics, fluency, vocabulary development, and comprehension. To meet the rigorous requirement of the Common Core State Standards in English language arts, this block will also provide rich instruction in writing and speaking skills.

In order for students to develop strong numeracy skills, mathematics instruction must address discrete skills and important underlying concepts. Common Core’s Standards for mathematical practice, listed below, describe how students should engage in mathematical content to develop the processes and proficiencies needed for success. These practices will be incorporated into a 90-minute daily instructional block and used consistently across all grade levels.

- Make sense of problems and persevere in solving them
- Reason abstractly and quantitatively
- Construct viable arguments and critique the reasoning of others
- Model with mathematics
- Use appropriate tools strategically
- Attend to precision
- Look for and make use of structure
- Look for and express regularity in repeated reasoning

A significant factor for our students’ current and future academic success involves the development of background knowledge and the key academic vocabulary that helps them make connections. Because knowledge is built on knowledge, and the more you know about a topic the more able and ready you are to learn<sup>3</sup>, we will ensure our students are exposed to key science and social studies content beginning in kindergarten. Instruction will include development of key academic and content area vocabulary, which will be further extended and reinforced through our Life and Culture curriculum, outlined below. Additionally, students will build deep application of knowledge and skills as they apply their learning from English language arts and mathematics to these content areas.

### ***Life and Culture Curriculum***

To fulfill the school’s mission of preparing students to excel in any academic or cultural setting, Promise Academy #2 will incorporate a Life and Culture curriculum as part of its educational program. The Life and Culture curriculum will include instruction and hands-on experiences in the world of arts, health, life skills, community service, and business. Part of the Life and Culture curriculum includes Learning Journeys – fieldtrips to the broader community to provide students the opportunity to experience educational purpose and develop life goals outside the walls of the classroom. Learning Journeys will be coordinated with classroom curriculum; parents will be encouraged to attend. The ultimate goal is for students to develop a greater awareness of the possibility of their future and to build the foundation of academic and social skills they need to realize their dreams.

The Life and Culture curriculum consists of the seven strands. While these are articulated separately here, the Life and Culture curriculum will not be taught in isolation. Some aspects will be addressed in a specific class, such as art or physical education, but all of the strands are embedded in our academic curriculum. Through the following strands of the Life and Culture curriculum, students learn about and experience:

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<sup>3</sup> Hirsch, E.D. (2006). *The Knowledge Deficit: Closing the Shocking Education Gap for American Children*. New York: Houghton Mifflin

- Arts Education
- Mathematics, Science and Technology
- Reading/Language Arts
- Environmental Literacy and Practice
- Community Service
- Life Skills
- Career and Business

### ***Technology***

Promise Academy #2 will invest significant resources in the use of technology and software. All classrooms will have access to a SmartBoard, iPads, and desktops to use on a regular basis. The school will purchase adaptive software in mathematics and language arts – SuccessMaker and DreamBox – and additional software as it becomes available. In addition, Accelerated Reader and Math will be installed for students to use independently. Memphis City Schools also has an agreement with Stanford Math for use in individual schools, including charters. Regrettably, the logistics of this agreement have not allowed this program to be used, even though a number of staff at Promise Academy have been trained. If the ASD and Stanford can work on improving the logistics, it would be an additional resource for Promise Academy #2.

### ***Community Gatherings and Character Development***

Promise Academy #2 has been very intentional about its school schedule and has allotted 45 minutes during the morning to focus specifically on school culture. During this time, students will participate in community gatherings and a character development program. Community gatherings will occur every morning for 10-to-15 minutes and will include the entire school. The sole purpose of the gatherings is to build a culture of achievement, recognition, and celebration, in addition to focusing on a value or character trait. The gathering will start with the Pledge of Allegiance, a moment of silence, and the Promise pledge. Additionally, a word of the week will be discussed. For example, students may learn about the word motivation, what it means, and how they can apply the word to their own lives. The gathering will also include a focus on a value/character trait of the month, such as forgiveness or perseverance. We will use the time for celebrations (birthdays, special events, etc.) and announcements. The time will end with the Promise Cheer, which will be specifically created for the school by teachers. Following the community gathering, students will be dismissed to their classrooms. They will be served breakfast, and will eat together as a group. During breakfast, students will participate in a character development program entitled *Voices*. The program is literature-based with a systematic approach between grade levels to teaching values of cooperation, kindness, honesty, and respect, to name a few. In addition to teacher-led discussions, there will be written response activities and journal writing that will encourage students to respond to the lesson and develop a deeper understanding.

### ***Deliberate and Structured Use of Data***

Traditional education has long been focused exclusively on what teachers have taught with little attention to what or how much students were learning. A focus on teaching without understanding learning, however, is incomplete. In order to provide our students with an education that will prepare them for their future, it is our responsibility to regularly understand where they are in their learning. If we do not understand what they need, we cannot design learning experiences to help them succeed. For that reason, Promise Academy #2 will regularly and intentionally assess our students to make needed instructional adjustments. We believe that when schools regularly and collaboratively examine and reflect on evidence of student learning, they are better equipped to create and implement improvement plans that focus

instructional efforts to meet student needs. Research indicates that when teachers use data to adjust their instruction, student learning is significantly impacted.

*“If teachers [and leaders] systematically examine their professional practices and their impact on student achievement, the results of such reflective analysis will finally transform educational accountability from a destructive and unedifying mess to a constructive and transformative force in education” (Reeves, 2004).*

Our assessment process will extend beyond the administration process to include analysis of grade level, classroom, and individual student results. This analysis will allow us to understand broad trends in student achievement, classroom level concerns, and individual student needs. From this analysis, specific action plans will be developed and implemented for re-teaching when necessary. Between assessment administrations, teachers will deliver modified lessons in areas of need, using classroom formative assessments to ensure students are making progress towards goals.

Students in kindergarten and grade one will take the NWEA Primary Grades Assessment for reading and mathematics. This assessment will be administered three times per year. Students in grade two and up will take NWEA’s Measures of Academic Progress for reading and mathematics at the beginning and end of the school year. In addition, they will take ANet’s interim assessments four times per year. All assessments are based on Common Core State Standards and will assist us in preparing students for success on the upcoming assessments.

In addition to interim assessments and classroom formative assessment items, the ANet partners with schools to support school-wide implementation practices of data-driven instruction. Promise Academy #1 has implemented this process and now serves as a model school for other ANet schools; it has significantly impacted our student achievement. Our new school will also engage in this process and receive similar professional development and support.

### **Smaller Class Sizes with Structured Supports**

We have intentionally designed our grade levels and classrooms to create a supportive environment of high expectations, structured in traditional grade configurations with smaller class sizes. This will allow teachers more opportunity to know their students and provide them the individual learning supports they need. Currently, Promise Academy #1, due to space limitations, employs a co-teaching model in kindergarten and first grade. We have 28-30 students in each classroom with two highly qualified teachers. This allows for maximum flexibility in instructing students. While the model works for Promise Academy #1, we believe it best to plan for a more traditional approach to teacher/student grouping 1:20.

In classrooms of approximately 20 students, we believe students will be able to experience an environment of engaged learning that helps them focus on their learning tasks. Research evidence demonstrates that students who participate in smaller classes, particularly in the early grades, have higher test scores, better grades, and more consistent attendance. Additionally, the students that benefit most from smaller class sizes are exactly the students we will serve – those children from poor and minority backgrounds<sup>4</sup>.

We believe that a quality core instructional program is the best first step to preventing academic failure. When students demonstrate they need additional support in learning, we will provide differentiated instruction in the core program. Delivered in small groups or to individual students, this instruction will fill essential skill gaps before students fail to perform on essential standards. Part of every school day will be designated for differentiated learning time.

Kindergarten through second grade classrooms will be self-contained; the classroom teacher will deliver instruction in all core content areas. Beginning in third grade, departmentalization will occur to allow

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<sup>4</sup> Kreuger, A.B. & Whitmore, D.M. (2001). Would Smaller Classes Help Close the Black-White Achievement Gap? In *Bridging the Achievement Gap* Chubb, J.E. & Loveless, T. eds. Brookings Institution Press.

teachers to become experts in key content areas. To support teachers and students, an assistant teacher will be provided to each grade level. Assistant teachers will support the classroom teacher in a variety of planning and support activities (e.g., material preparation and classroom management). The additional support from the assistant teachers will allow our classroom teachers to work with the students most in need and develop specific learning opportunities for pre-teaching, re-teaching, or extension activities to meet the needs of all students in their classrooms.

### **Extended Learning Time**

In order to facilitate the school's ambitious goals of providing students a high quality education while engaging them in the social and cultural opportunities that surround them, Promise Academy #2 will offer students an extended school day and school year that will provide more instructional time than the traditional Memphis City School schedule. Research strongly indicates that extending the school day is an effective way to support student learning, particularly for students most at-risk<sup>5</sup>. Great instruction for more hours will allow our students more opportunities for learning. The extended school day will run from 7:30 AM until 4:00 PM, with additional activities offered at the school for our students past the 4:00 PM closing time. Those activities will include opportunities such as tutoring, homework help, clubs, and athletics. The official school day will be eight hours, with at least 6.75 hours intentionally scheduled as instructional time. Our school year will provide more instructional days than the amount required by law, ranging from 188 to 190, with approximately 1,280 instructional hours. The additional time offered by the longer school day and year will be critical to the success of our school. It will allow us to implement the proven strategies of more instruction for students and more professional development for teachers.

### **Focus on and Support for Effective Teaching**

At Promise Academy #2, we know that the most important factor for student learning is the quality of the classroom instruction. Teaching matters – a highly effective classroom teacher can have a powerful influence on student learning. According to research synthesis recently conducted by John Hattie<sup>6</sup>, high quality teaching ranks as one of the highest impacts on student achievement. Because many of our students will come to us academically underserved, quality classroom instruction will be critical. For that reason, our teachers will be expected to interact in a professional setting that demands the use of research-based instructional and assessment methods that are shown to increase student learning. This includes instructional methods, instructional strategies, and assessment routines that match learning goals with student need. Selection of appropriate methods depends on what is being taught, to whom it is being taught, and the level of competence expected. Additionally, exposing students to a variety of methods helps them learn through a variety of experiences. When teachers plan for lessons – whether using commercially-produced programs or teacher-produced materials – they will employ a variety of methods to create an effective learning environment. This will include methods such as didactic, discussion, demonstrations, problem-based and inquiry learning, project based, and cooperative learning opportunities.

To support teachers in their development of effective practice, Promise Academy #1 currently employs an Instructional Coach through a grant from the Hyde Family Foundations. This coach provides school-wide professional development and individual coaching to ensure teachers are responding appropriately and effectively to the needs of their students. When the grant ends, the school will continue to employ the Instructional Coach through its regular budget. It is planned that the Instructional Coach will assist the administrative team at the new school in professional development and guidance until it can support an Instructional Coach in its own budget.

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<sup>5</sup> Patall, E.A., Cooper, H. & Allen, A.B. (2010). Extending the School Day or School Year: A Systematic Review of Research (1985-2009). *Review of Educational Research, 80*, 401-437.

<sup>6</sup> Hattie, John. (2009). *Visible Learning: A Synthesis of over 800 Meta-Analyses Relating to Achievement*. New York: Routledge.

### **Focused Leadership Structure**

While teaching in individual classrooms is shown to have the highest impact on student learning, schools are made up of multiple classrooms. In order to bring these classrooms together to create schools that are effective, strong leadership is essential. Effective leaders promote learning and support teachers in a culture of trust. They build collaborative structures for teachers and parents, and hold high expectations for adults and students. They deploy resources to support student learning by building teachers' individual and collective capacity. In *Organizing School for Improvement: Lessons from Chicago*, researchers found that the significant driver in school effectiveness is strong leadership<sup>7</sup>.

Promise Academy #2 will strategically organize its leadership structure to ensure we are providing the essential elements necessary for our teachers and students to be successful. The school will employ an Executive Director who will oversee both Promise Academy campuses. The director will be responsible for communicating and interacting with the Board, assisting with reporting and compliance issues, and overseeing the logistical elements of the organization. The school will also employ a fulltime Principal who will be responsible for the instructional elements of the teaching and learning process. We believe the Principal needs to be the instructional leader of the building and not be distracted with non-instructional issues. The dual administrative structure will allow the Principal to focus on the development of a strong academic culture.

### **Dramatically Influencing Student Success**

As described above, there is a large body of research that proves that the fundamental features we will incorporate at Promise Academy #2 will lead to strong student outcomes. These fundamental features are currently being implemented at Promise Academy #1. Promise Academy #1 serves a student population consisting of 95% FRL, 95% Black, 5% Hispanic, and 11% SWD. We anticipate that we will serve a similar population of students at Promise Academy #2. As described in more detail in *Past School Performance*, Promise Academy #1 has had relatively positive test scores. In 2012, 54% of Promise Academy #1's students in grades 3-5 were proficient or advanced on the mathematics assessment, compared to 27.6% for Memphis City Schools and 47.2% for the State of Tennessee. For the reading assessment, 38.5% of Promise Academy #1's student were proficient, compared to 29.2% for Memphis City Schools and 49.9% for the State. Further, according to the 2012 Report Card for Promise Academy #1, the school received an A in both mathematics and reading/language arts on the value-added growth standard. These results, while still indicating room for growth, prove that the academic program that we will offer to students who attend Promise Academy #2 will be a stronger program than the program currently offered at Memphis City Schools.

### Past School Performance

*The ASD will use the information provided in the Intent to Apply packet to assemble past performance data on schools that your organization currently operates or has previously operated.*

Provide a brief accompanying narrative that describes your organization's success educating a similar demographic population to the population you intend to educate in Tennessee. *Please note that the ASD may contact your other authorizers.* In addition, describe the causes that led to and the current status of:

- (1) Any performance deficiencies or compliance violations that have led to authorizer intervention
- (2) Any litigation involving your organization or a school that you operate
- (3) Any material audit findings for your organization or a school that you operate

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Since Promise Academy opened in 2005 with approximately 60 students, our enrollment has grown to well over 400 students. With that, we have consistently served a population that includes approximately

<sup>7</sup> Bryk, A.S., Sebring, P.B., Allensworth, E., Luupescu, S., & Easton J.Q. (2010). *Organizing School for Improvement: Lessons from Chicago*. Chicago: University of Chicago Press.

95% of students who are eligible for free or reduced-price breakfast and lunch. We are proud to demonstrate success with our students, helping them beat the academic odds. Although we have not yet eliminated the achievement gap for each student, nor have we outperformed the state in all content areas, our students, during the 2012 school year, demonstrated strong performance in all content areas on the Tennessee Comprehensive Assessment Program (TCAP) as highlighted below:

- **Mathematics:** In 2012, 52% of Promise Academy students performed at the proficient level or above, outperforming the state by 5% and Memphis by 26%. Additionally, our 2012 results represent a 17% increase in the proficient level or above category from 2011.
- **Reading Language Arts (RLA):** In 2012, Promise Academy students outperformed Memphis at the proficient level or above by 13%. Although our results were still 11% less than the state average, which has been largely flat for several years, our students' performance in 2012 on RLA in the proficient level or above category, nearly 40%, represents a 24% increase from 2011.
- **Science:** In 2012, Promise Academy students realized significant improvement from 2011 in the proficient level or above. In 2012, 34% of students performed at or above proficiency, up from 11% in 2011.

In addition to the improvements demonstrated on TCAP assessments, Promise Academy students demonstrated their learning growth on the NWEA MAP. The MAP assessment is administered to all our students in the fall and spring in order to monitor progress during the school year. Based on the fall administration, NWEA provides a growth goal for each student for each content area assessed. During the 2011-2012 school year, a majority of students exceeded their goal as outlined in the chart below:

Content Area	Percent of Students Exceeding Growth Target
Reading	51.9
Mathematics	59.2
Language Usage	60.7
General Science	67.1
Concepts & Processes (Science)	50.6

Promise Academy did not make Adequate Yearly Progress (AYP) in 2010 by 1/10<sup>th</sup> of a point. Due to this, Memphis City Schools placed Promise Academy on a target list. Promise Academy also missed AYP in 2011, which put our school on a high priority list and subject to closure. While Promise Academy was performing above the majority of Memphis City Schools and was recognized by the Stanford University's Credo Study as being a high-performing charter school, we did not have a fifth grade and, therefore, were not able to take advantage of the fifth grade writing assessment add-on for third, fourth, and fifth grades. We worked with Memphis City Schools to explain this particular nuance of the testing data, but we were still placed on the High Priority list, which triggered several meetings with Memphis City Schools to develop a specific plan for Promise Academy. During this time, however, the State of Tennessee applied for, and received, a waiver from No Child Left Behind (NCLB). The waiver brought significant changes to the manner in which schools were identified. The writing add-on ceased to exist and our excellent performance and growth became more transparent. Once all those factors came into existence, Promise Academy ceased to be a school of concern for Memphis City Schools.

#### Driving for Results

*The ASD will evaluate the performance of every charter school annually and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for*

sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board's fiduciary obligations related to sound governance.

Applicants may propose to supplement, but not replace, the ASD's performance standards with school-specific academic or organizational goals.

- (1) Describe any mission-specific academic goals and targets that the school(s) will have. State goals clearly in terms of the measures or assessments you plan to use and describe the process by which you will determine and set targets.
- (2) Describe any mission-specific organizational goals and targets that the school(s) will have. State goals clearly in terms of the measures or assessments you plan to use and describe the process by which you will determine and set targets.
- (3) In addition to the mandatory TCAP and end of course (EOC) assessments, identify the primary interim assessments the school(s) will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the school's curriculum, performance goals, and state standards.
- (4) Explain how the school(s) will measure and evaluate academic progress – of individual students, student cohorts, and the school as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract.
- (5) Articulate who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement.
- (6) Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.
- (7) Describe the corrective actions the school(s) will take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, and/or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing them.
- (8) Explain how the proposed school(s) will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies and supports that will be provided.
- (9) Explain how the school(s) will identify and meet the needs of intellectually gifted students (TN law makes intellectually gifted students eligible for special education services).

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

We believe the ASD's School Performance Framework, and the key performance measures on which it is based, provides a robust and rigorous structure to realize the mission of Promise Academy #2. It is our intent to meet or exceed ASD's threshold criteria, composite performance score, and cultural measures.

**Mission-specific Academic Goals**

ASD's School Performance Framework strongly supports our academic goals and no additional mission-specific goals and targets are needed.

**Mission-specific Organizational Goals**

ASD's School Performance Framework strongly supports our organizational goals and no additional mission-specific goals and targets are needed.

**Interim Assessments**

Given that Promise Academy #2 will not open until fall 2014, Promise Academy #2 students will be assessed using the Partnership for Assessment of Readiness for College and Careers (PARCC). The TCAP will no longer be administered after the 2013-14 school year. In addition to PARCC, Promise Academy #2 will use interim assessments, aligned with the Common Core State Standards, to assess our students' learning progress and to adjust our program delivery to meet their needs. Assessment items from the assessments described below are all developed to determine how students are performing on, and progressing in, the specific expectations of the Common Core in English language arts and mathematics. The assessments chosen, and the frequency in which we will administer those assessments, will allow us to regularly monitor each students' progress toward our mission of academic success. We believe that a regular assessment cycle, coupled with rigorous analysis and appropriate instructional response

(described below), is a critical component to effective educational programming. Additionally, we believe assessments should be regularly and purposefully administered and stakeholders – Board Members, leadership, teachers, students, and families – should receive appropriate information regarding assessment results. The following chart outlines our comprehensive approach to assessment:

Assessment	Content Area	Grades	Frequency
Measures of Academic Progress (MAP) for Primary Grades	Reading Mathematics	Kindergarten and grade 1	Twice per year: Fall and Spring
Measures of Academic Progress (MAP)	Reading Language Mathematics	Grades 2 and up	Twice per year: Fall and Spring
ANet's interim assessments	Reading Mathematics	Grades 2 and up	Quarterly
ANet's formative assessment items	Reading Mathematics	Grades 2 and up	Throughout regular instruction as needed

### Measuring and Evaluating Academic Progress

Promise Academy #2 will engage in a rigorous data review process similar to the data review process currently being implemented at Promise Academy #1. Teachers regularly engage in reviewing the results of assessments so they can make needed instructional adjustments in their classrooms. As a result of this process, teachers modify instructional plans for the upcoming instructional cycle. Professional development time is scheduled after the administration of each of the assessments described above for teachers to examine assessment results for grade levels, classrooms, and individual students. This data review process includes:

- Analyzing student data, including item-level analysis, and identifying each student's strengths and challenges
- Identifying classroom and/or grade level trends regarding mastery of standards
- Reflecting on the effectiveness of instruction
- Determining needed instructional changes to lesson plans
- Creating an action plan for the next six-week unit for each class, including:
  - Re-teach to entire class
  - Re-teach to small groups
  - Assign students to tutoring/enrichment classes
  - Re-teach outside of class time (tutoring, Saturdays)
  - Embed key content and skills into upcoming unit
- Implementing action plans which leadership will use during classroom observations

An end-of-year data review process will also be employed to examine the impact of the educational program on our students. The purpose of this analysis will be to determine how the overall school is performing at each grade level, within each cohort of students, and for demographic subgroups. Information from the result of this analysis will be used to make adjustments to the educational program in order to support our most prioritized needs. Additionally, this information will assist us in determining our school performance in relation to our charter contract.

### Data Management

Promise Academy #2's Principal, along with the Instructional Coach, will be primarily responsible for managing and interpreting the data, as well as ensuring the professional development resources are targeted and purposeful. Promise Academy is currently creating a user-friendly data dashboard for its staff and stakeholders with the help of an intern from Education Pioneers during the summer of 2013. Once the



dashboard has been created, it will be shared and used by the staff of both schools. The Executive Director has also had a conversation with the ASD to make sure the dashboard that is created will be complementary to the ASD's data system

### **Training and Support in Using Data**

Promise Academy #2 staff will be trained in analyzing data with support from the ANet coaches. School leadership will be trained in the data analysis process alongside the teaching staff, but they will receive additional support and guidance in learning to establish and support sustained implementation. Additionally, Promise Academy #2 leadership will receive ongoing support from Promise Academy #1 leadership. Further, the ANet will help leaders and teachers understand the importance of the data-driven instructional process: the purpose of assessment, the process of analysis, and the importance of adjusting instructional plans when needed. This professional development will begin prior to the administration of the first interim assessment and continue after each assessment administration. In order to develop building level capacity, ANet delivers professional development over the course of three years. As the years progress, teachers will develop deeper understanding of the process and assume more responsibility for analysis and instructional adjustments. Promise Academy #1 has been recognized as a model school for ANet. Accordingly, they will provide additional support as needed.

In addition to receiving training and support from the ANet coaches, teachers will receive training from the Instructional Coach and Principal on data usage and analysis.

### **Corrective Action**

Because Promise Academy will have a rigorous and purposeful data review cycle that occurs frequently throughout the school year, we will be able to quickly make adjustments, where needed, to ensure we are realizing success in our mission. Students who are not realizing success, as triggered by classroom and interim assessment results, will receive additional instructional support as needed. Classrooms who are not realizing success will receive whole class re-teach opportunities with the support of the instructional coach when needed. Professional development will be targeted school-wide where data indicate school-wide deficiencies.

### **Students Performing Below Grade Level**

The school will use a Response to Intervention (RtI) framework to systematically ensure that students who are not making adequate progress toward classroom goals are quickly identified and receive appropriate intervention. The process will begin with classroom teachers who are most familiar with each student's learning patterns and challenges. During weekly data meetings, teachers will review, analyze, and discuss an individual student's progress in the general education curriculum. Re-teaching plans will be designed, implemented, and monitored by the grade-level team for students who have not mastered concepts during the initial teaching/testing phase. At this stage, the intervention could be simple: a change in the student's seat, a modification in the scheduling of his or her language arts block, or a note to the parent each day.

When students are not making adequate progress in the core classroom instruction, they will receive supplementary small group instruction in the classroom as part of regular instruction. During the school day, 30-to-45 minutes have been intentionally built in the schedule to ensure that differentiated instruction can be delivered to meet each student's needs. Classroom teachers or assistant teachers trained in the intervention curriculum will primarily deliver this instruction, but specialized instruction will be provided when needed. Specific programs include:

- **Voyager Intervention Program:** Designed as a supplemental program for students in kindergarten through grade 5 that focuses on key literacy skills and strategies to bring students to grade-level performance.

- **ReadWell:** Designed as a supplemental program for students in kindergarten through grade 2 that is particularly effective for English language development.
- **SuccessMaker:** Instructional software for students in kindergarten through grade 5 that provides personalized learning paths for essential reading and mathematics concepts. Every student will have 30 minutes on SuccessMaker or a similar program each day.

Students' progress will be monitored weekly to ensure that the instruction provided is moving them forward in their learning; when students need additional support, adjustments will be made. We will use the SuccessMaker and DIBELS progress monitoring system to provide quality assessments and to track each student's individual progress. If a student needs more academic support, additional time in supplemental instruction may include after-school and Saturday school academic support as described below:

- **After-school Tutoring:** The end of every school day will conclude with homework time and small group or individual instruction. Following the end of the school day at 4:00 PM, students will be dismissed to after-school care. For students who are able and will benefit from additional support, after-school instruction will be provided 3 days per week for 45 minutes. During this time, students will receive specific instruction in their area of need by certified instructional staff.

- **Saturday School:** Saturday School will be offered two times a month from January through April. Students will be invited to attend if progress monitoring data indicate that additional time for reading and math is needed. During Saturday School, students will receive 60 minutes of both reading and math instruction, 30 minutes of computer-assisted instruction, and 60 minutes of project-based learning. Instruction will be delivered by certified instructional staff. Students who have perfect attendance at Saturday School will be rewarded with two special fieldtrips.

#### **Intellectually Gifted Students**

We believe that each student has the right to continue on the academic journey and have opportunity to move forward in their learning. Because of that, Promise Academy #2 will work to identify intellectually gifted students through PARCC, NWEA, ANet, and classroom performance. Students who demonstrate high levels of academic achievement will be involved in a project-based learning opportunity, offered two days per week for 60 minutes each day. Project-based learning will allow our students to extend and apply their core content knowledge through an exploration of real-world problems and challenges. Each task will allow students to engage deeper with content while developing creative thinking skills and exploring multiple ways to solve complex problems.

#### Special Populations and At-Risk Students

*Schools are responsible for hiring licensed and endorsed special educators pursuant to law. School personnel shall participate in developing Individualized Education Programs (IEPs); identify and refer students for assessment of special education needs; maintain records; and cooperate in the delivery of special education instruction and services, as appropriate.*

#### Special Education

- (1) Track Record: Please explain the extent to which the organization has experience working with special needs students. If applicable, describe your track record of academic success for students with disabilities.
- (2) Identification: How will the operator collaborate with the ASD to identify any student who is enrolled in its schools who is presenting academic or behavioral problems to determine whether that child should be referred for a special education evaluation?
- (3) Staffing & Administration: How will special education and related service personnel collaborate with general education teachers (e.g. team teach, team planning, etc.)?
- (4) Curriculum & Instruction: What is the operator's plan to modify delivery of curriculum (e.g. integration of assistive technology) to ensure that all students can access the general education curriculum? How does the school plan to train teachers to modify the curriculum and instruction to address the unique needs of students with disabilities? How will curriculum and instruction decisions be tracked and monitored by IEP teams and school personnel?

- (5) Discipline: Explain how the school(s) will protect the rights of students with disabilities in disciplinary actions and proceedings.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Promise Academy #2 is committed to providing a high quality education that includes rigorous learning expectations coupled with appropriate instructional supports, so that all students can realize the goal of academic success. This expectation extends to our entire student population, including those who are identified as having special needs that require them to have an Individualized Education Plan (IEP). To the greatest extent possible, the school will use an inclusion model of special education in which students' needs are met within the regular classroom. Promise Academy #2 recognizes that early identification of potential learning issues and effective follow-up will be key aspects of services necessary to meet its mission.

**Track Record**

At Promise Academy #1, we have, to date, served students with speech and language disorders, developmental delays, developmental disabilities, specific learning disabilities, and other health impairments (e.g., ADD, ADHD, and neurofibromatosis). Currently, approximately 10% of our student population is receiving special education services. Students have been included in the general education classroom to the fullest extent possible by providing teachers with support in specific assessment and instructional techniques to support each student's learning needs. Students may receive additional support in short instructional sessions with the identified special education teacher or with a volunteer tutor. These sessions may include general education students, as well, and have a specific instructional focus, such as identifying the main idea or subtracting with regrouping. Our results indicate that our program has been successful in helping many of our students achieve proficiency as shown in the chart below:

<b>2012 Reading Achievement Data: Students with Disabilities*</b>				
	% Below Basic	% Basic	% Proficient	%Advanced
<b>Promise Academy</b>	17.40	56.50	17.40	8.70
<b>District</b>	43.60	27.60	13.10	15.70
<b>State</b>	25.60	41.60	18.20	14.60

\*based on 2012 administration of TCAP for grades 3-8

<b>2012 Math Achievement Data: Students with Disabilities*</b>				
	% Below Basic	% Basic	% Proficient	%Advanced
<b>Promise Academy</b>	17.40	17.40	26.10	39.10
<b>District</b>	44.20	29.30	13.00	13.50
<b>State</b>	29.70	38.90	18.50	12.90

**Identification**

As we have done at Promise Academy #1, Promise Academy will follow the protocols in the Memphis City Schools to identify students who may be in need of special services. These protocols are based on providing students with routine screenings for vision and hearing, as well as progress monitoring student performance and students' response to intervention (Rtl). Please refer to the *Students Performing Below Grade Level* section above for more information on our Rtl process. In addition to screenings for vision and hearing, all kindergarten students will receive a screening for potential speech and/or language difficulties. In addition, a Students of Concern committee has been formed at Promise Academy and will be replicated at Promise Academy #2. The committee consists of the school counselor, the special teacher/coordinator, the Principal, and the Executive Director. The committee meets on a monthly or six week basis and keeps track of students that are of concern. These students may be identified through testing, teacher observations, or parent concern. The committee discusses the best approach needed to begin addressing

the concern – a parent meeting, a meeting with the teacher, a completion of a check-list, wait and see, or initiation of the testing protocol. Notes are kept on Google Docs with ready access by all committee members, allowing for timely updates and shared knowledge.

### **Staffing and Administration**

To support our commitment to providing all students access to rigorous general education curriculum while supporting their individual needs, Promise Academy will take a comprehensive approach to hiring that places expertise throughout the school. We will employ special education personnel in a variety of capacities to ensure that our students are receiving access to general education requirements along with the individual support they need. We will:

- Facilitate good coordination between general and special education by employing one classroom teacher at each grade level who is additionally certified as a special education teacher. Additionally, the presence of a teacher certified in special education at each grade level will provide embedded professional development for general education.
- Provide expertise and oversight for the instructional and technical responsibilities associated by sharing a special education specialist with Promise Academy #1.
- Engage a speech and language professional for additional support in service delivery directly to our students requiring only speech and language support.

### **Curriculum and Instruction**

Quality learning experiences for all students start with strong core instruction and research-based programs. In addition to using core instructional programs, we will utilize resources as described in the *Students Below Grade Level* section above. If student progress monitoring indicates need, more specialized programs will be identified to ensure student progress.

Further, in order to ensure that our teachers understand how to modify the delivery of the curriculum, professional development will be provided to teachers. Additionally, the special education coordinator will support teachers as they seek to meet the needs of their students. Promise Academy #2 also will send several teachers to an intensive two-week course on how to teach students using the Orton-Gillingham methodology. While this methodology was developed to teach dyslexic students, we believe it is appropriate for all students and provides necessary professional development. Orton-Gillingham utilizes a multi-modality learning structure, including visual, auditory, kinesthetic, and tactile.

### **Discipline**

Students with disabilities have special protections provided through law. In implementing our discipline policy, we will adhere to all requirements regarding students classified under IDEA or Section 504. Please see the section below for a description of Promise Academy #2's discipline policy and process.

### English Language Learners

(1) Explain how the school(s) will meet the needs of English Language Learner (ELL) students, including the following:

- a. Methods for identifying ELL students (and avoiding misidentification);
- b. Specific instructional programs, practices, and strategies the school(s) will employ to ensure academic success and equitable access to the core academic program for these students;
- c. Plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services;
- d. Means for providing qualified staffing for ELL students.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Currently, Promise Academy #1 has some students who need ELL services; we anticipate that Promise Academy #2 will have a similar student population. Our special education teacher at Promise Academy #1 is dually certified in ELL and will be used to assist Promise Academy #2 with guidance in meeting the

needs of our students who are identified in needing ELL services. If Promise Academy #2 determines that ELL services are necessary, it will first see if shared services can be provided with Promise Academy #1, will seek to hire a teacher or assistant teacher who can assist in this area, and finally, should the need be much greater than expected, will seek to hire a certified ESL teacher to ensure we meet the needs of this potentially growing population. As students are identified, we will work together with the classroom teacher to ensure an inclusive environment while providing each student with the differentiated instruction required for academic success. While we support and scaffold their learning in acquiring needed English language skills, we will utilize the Tennessee Standards for English Language Learners as an instructional guide. Instructional supports and resources will be matched to each child's need as identified through school-wide, classroom, and individual assessments. Additionally, we will closely monitor progress in order to adjust or accelerate instruction for each child as needed.

In order to identify whether a student needs English as a second language (ESL) program supports, we will identify potential needs upon enrollment. During the student registration process, parents will be asked for information regarding primary home language; a home language survey will be provided. If this information reveals that the predominant home language is not English, the student will be assessed to determine if ESL services are required. Parents will be informed of services, if needed, and be given the right to refuse services for their child.

School Structure – Schedule

- (1) Discuss the annual academic schedule for the school(s). Explain how the calendar reflects the needs of the educational program. In **Attachment 2**, provide the school(s)' proposed calendar for the first year of operation, including total number of days/hours of instruction.
- (2) Describe the structure of the school(s) day and week. Include the number of instructional hours/ minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school(s) day, including start and dismissal times. Explain why the school(s)' daily and weekly schedule will be optimal for student learning. Provide the minimum number of hours/minutes per day and week that the school(s) will devote to academic instruction in each grade. Your response in **Attachment 2** should include a sample daily and weekly schedule for each division of the school(s).

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Annual Academic Schedule**

In order to facilitate the school's ambitious goals of providing students a high quality education while engaging them in the social and cultural opportunities that surround them, Promise Academy #2 will offer students an extended school day and school year that will provide more instructional time than the traditional Memphis City School schedule. There is no doubt that additional time for learning is a key to helping students succeed. Many programs across the nation are showing good results by extending the length of the academic year and extending time in school each day.

Our school year will provide more instructional days than the amount required by law, ranging from 188 to 190, with approximately 1,280 instructional hours. The additional time offered by the longer school day and year will be critical to the success of our school, and will allow us to implement the proven strategies of more instruction for students and more professional development for teachers. Great instruction for more hours will allow our students more opportunities for learning.

**Structure of the School Day/Week**

The extended school day will run from 7:30 AM until 4:00 PM, with additional activities offered at the school for our students past the 4:00 PM closing time. The official school day will run for eight hours with at least 6.75 hours intentionally scheduled as instructional time. As described in the *Curriculum and Instructional Design* section, daily and weekly instructional minutes in the core content areas are as follows:

Content	Daily Instructional Minutes	Weekly Instructional Minutes
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<b>English Language Arts</b>	150	750
<b>Mathematics</b>	90	450
<b>Science</b>	60	300
<b>Social Studies</b>	30	150

In addition to the instructional schedule, we believe another critical aspect of scheduling is creating a professional environment that sustains teachers' energy and grows their ability through collaboration, professional development, and reflective time. Through the creative use of staff, academic teachers will be engaged in team planning and embedded professional development on a regular basis.

School Structure - Culture

- (1) Describe the culture or ethos of the proposed school(s). Explain how it will promote a positive academic environment and reinforce student intellectual and social development.
- (2) Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for enculturating students who enter the school mid-year.
- (3) Provide any social/cultural goals or objectives the school(s) will have for its students. Please include how these goals are set, measured, and monitored and by whom.
- (4) Discuss your approach to reinforcing positive student behavior and ensuring that all students remain on track to achieve the academic and social objectives set out in the mission of your school(s).
- (5) Describe how the school(s) plan to align staff and students around high expectations for student learning and behavior.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Promise Academy School Culture**

While research-based curriculum, instruction, and assessment are key components of our educational program, we believe that the success of a school embeds strong academics in a culture of support, safety, and high expectations. As such, we will create a supportive academic culture that is aligned with our belief that, when provided a rich educational experience within a caring, safe, and supportive culture, all students can learn. Our commitment to succeed requires that strong and ample support be given to each and every student. This will be the responsibility of every adult at the school and draw on all the resources to be found in the family, community, and student body.

Inherent in the belief that all students can learn is that all classrooms should be structured so that each and every student is able to grow academically and socially. This includes students who have been identified as special needs with an IEP, students with disabilities, and students who are identified as limited English language learners (ELL). Children in these categories will be welcomed in our school and will be given all necessary and legally required assistance for success. Additionally, at all times, all members of our school family will be treated with respect, the classrooms and hallways will be orderly, and students will work with teachers to maintain classroom focus. Everyone will need to work together in order to build a culture of high expectations.

Further, in order to set the appropriate culture for the staff and school, every faculty member will be required to do summer reading, including *Teach Like a Champion* and *First Days of School*. These two books will provide the foundation for discussion on the school's non-negotiables. Non-negotiables are community-wide expectations for staff, parents, and students. They will be condensed to the essentials and then banners will be created and displayed throughout the school so that all stakeholders know the school expectations and non-negotiables. This process will be essential in establishing a school culture that is created, supported, and implemented by the staff.

**Creating and Implement our School Culture**

To support a strong culture, Promise Academy #2 will foster positive decision making. Research studies have demonstrated that when positive behavioral support strategies are implemented school-wide,

children benefit by having an environment that is conducive to learning.<sup>8</sup> In order to create this foundation, our students will participate in developing the norms that will be a part of their own classrooms. Teachers will engage students in all grade levels in discussions over the first weeks of school in defining these norms. Discussions address questions such as:

- How do I want to be treated at school?
- What makes me feel good at school?
- What do my classmates do that sometimes makes me feel bad?
- What should I do when someone makes me feel bad?

Through discussion of these questions, students will be guided in developing class norms that are developmentally appropriate. We will represent the norms in pictures and words, posted in each classroom, and refer back to them in class meetings throughout the year. Students who are new to our classrooms will have the opportunity to review the norms of their classroom and provide their own input. Because these norms will be integrated into the normal classroom routine, peers will provide behavioral examples for new students.

We will establish common routines and signals for classroom management. Across the school, we will consistently use common hand signals (e.g., a hand in the air for silence) and our teachers will be trained in these approaches. These common routines serve to establish a classroom environment in which valuable instructional time is protected, giving students every opportunity to learn and achieve.

Additionally, we will hold daily Community Gatherings to further reinforce our academic, social, and behavioral expectations. Community Gatherings (for more detail, see *Transformation Change* section) will build community among the staff and students and reinforce the important elements of our school culture. Following the Community Gathering, students will return to their classrooms to eat breakfast together and participate in a Character Development Program.

### **Social/Cultural Goals**

Promise Academy #2 has not created any additional school goals and will use the ASD's Performance Framework for its goals and measures. We will, however, have the goal of instilling respect in our students for themselves and for each other. We believe that if you respect yourself, you believe in yourself and your potential. If you respect others, you act accordingly and learn to have positive social relationships. If we can instill respect in our students, we will have done much to secure their future.

### **Reinforcing Positive Student Behavior**

At Promise Academy #2, we will reinforce positive behavior through incentives for good behavior. Students will have the opportunity to earn Golden Butterflies across grade levels and school-wide, which will culminate in end-of-quarter celebrations. This incentive system will reinforce our values and help create our focused learning environment.

To help each student develop holistically, we will teach our students to strive toward the official PROMISE of Promise Academy: *I promise to do my best today; I promise to listen and follow directions; I promise to think and act responsibly; and I promise not to waste this day because it will never come again.* To help our students meet this promise, we will teach and practice important values every day (e.g., attentiveness, respectfulness, generosity, and truthfulness). These values will permeate our school culture and play a vital role in helping create our positive learning environment.

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<sup>8</sup> See Taylor-Greene, S., Brown, D., Nelson, L., Longton, J., Gassman, T., Cohen, J., Swartz, J., Horner, R., Sugai, G., & Hall, S. (1997). School-wide behavioral support: Starting the year off right. *Journal of Behavioral Education, 7*, 99-112; Sugai, G. (1996). Providing effective behavior support to all students: Procedures and processes. *SAIL, 11*(1), 1-4.

Additionally, we recognize that it is our responsibility to provide an environment that is safe, secure, and orderly. To this end, we will develop school rules that support our positive, productive working environment conducive for learning. Just as positive school-wide behavioral support strategies are effective, school-wide rules help provide clarity and consistency for students that, in turn, provides a safe and orderly school environment. Based on our belief that rules are most effective when they are purposeful and few in number, our rules will support our values, encourage positive choices, and provide guidance for common spaces in the school. They will be developmentally appropriate and clearly communicated to our students and families.

### **Aligning Staff Around High Expectations**

Prior to the start of the school year, school leadership will provide professional development to the Promise Academy #2 staff to understand the high expectations we will hold for our entire school community. This training will include the purpose of our Community Gatherings, the character development program, school-wide behavioral expectations, and the importance of classroom routines. During the school year, grade-level teams will plan together to ensure all students have access to rigorous learning opportunities. Additionally, teachers will receive individual coaching in specific areas of need. We believe that all students can achieve at high levels. Grade-level team meetings and individual coaching will reinforce that belief by assisting teachers in developing their skills in meeting the needs of each student. Daily Community Gatherings will serve as a regular reinforcement of our school's purpose for the entire school community. Aligning our staff and students around high expectations and behavior will be an ongoing process that is supported in the creation and implementation of the elements of school culture and school-wide positive behavior reinforcements described in the sections above.

### School Structure - Student Discipline

Provide as **Attachment 3** the proposed school(s)' Student Handbook including the student discipline plan. Please be sure the handbook outlines procedures for due process when a student is suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the school(s) will employ for students facing expulsion.

### School Structure - Day in the Life

- (1) Describe a typical school day from the perspective of a student in a grade that will be served in your first year of operation.
- (2) Describe a typical day for a teacher in a grade that will be served in your first year of operation.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### **A Day in the Life of a Student**

Larissa was just as excited to begin her school day, though it hadn't always been that way. She used to be scared of school – all the kids that might be mean; all the work that might be hard. But she didn't feel like that anymore. It was early in the school year, but she felt comfortable at the school. All the teachers taught the kids to be kind and polite and Larissa knew that her teacher really cared about her. She was beginning to meet kids outside her classroom, but she really liked the kids in her room. They were all friends and worked hard together to learn new lessons every day. The work was hard, but she was so proud that she was learning sounds and sight words – and even knew a lot about math! She even knew every letter of the alphabet. Her favorite time was the read-aloud because it filled her imagination with people and places she had never known before. And she had no idea that she could think like a scientist, but Mr. Coleman was teaching them how.

It was 7:45 a.m. and Larissa was eating her breakfast, excited to find out what they would be reading together today. She enjoyed the time when Mr. Coleman read them a story and they discussed the story as a group – it really made the classroom feel like a learning community. The stories they read together were always good and Mr. Coleman asked them lots of questions about what they had read. It made her



think hard, but it also made her feel like a detective! And it got the class ready for the reading lesson from 8:15 – 9:15. She was getting better at reading, learning more and more every day, and she knew it was because Mr. Coleman worked a little extra with her. After reading every day, for a whole hour, the kids got to go to an Exploratory class. Today was art – and, boy, was she excited!

The lessons she was learning in reading were helping her to become a better writer. At 10:15, she took her journal out and worked on editing her writing from yesterday. As she looked at the paper, she couldn't believe that she had forgotten to add capital letters and place periods. She had been so excited to start drawing the picture and had hurried through the story. "Next time," she told Mr. Coleman, "I will slow down." Mr. Coleman looked at her writing almost every day and always gave her suggestions about how to make it just a little better. Writing time always went by too fast, but she was also glad to have lunch! At 10:45 a.m. she settled to talk with her friends while eating lunch.

After lunch, from 11:15 – 12:45 every day, was math. She didn't think she would like learning about numbers, but it didn't take her long after the first day of school to realize that math was more than that. Mr. Coleman had them working with different colored blocks to make repeated patterns and look at other kid's patterns. At 12:45, the class had more practice in language arts, where they learned about how sounds and sound patterns worked. It was a lot, but they always had lots of practice and repetition. At 1:15, the class worked in small groups to practice writing and reading. Larissa received intensive support in writing – it was exactly what she needed!

At 1:45, they had recess and rest time. It was a nice break before the last part of the afternoon, although Larissa didn't mind getting back to work for the afternoon. After recess, at 2:15 p.m., they had science; at 3:15, they had social studies. They always learned interesting information about animals or the universe or places around the world. It was exciting to know more about the world – someday she would see it herself. Or maybe she would be a scientist. Mr. Coleman was teaching them how to think like one, making observations and asking lots of questions.

As the day was coming to an end, she pulled a book from the classroom library and settled in for quiet reading. They always read from 3:45 – 4:00 and Larissa thought it was a nice way to end a long day of learning. As she packed up her backpack at 4:00, she was tired. But she was very glad Promise Academy #2 was her school.

### **A Day in the Life of a Teacher**

It was another early morning, but Mr. Coleman didn't really mind. He felt extra motivation today as he walked the familiar path down the hallway to his kindergarten classroom. Yesterday was a professional development day for the staff and he had learned so much about his students from the analysis of the NWEA for Primary Grades assessment. His main goal for his students in the next six weeks was decoding and fluency. He felt as if the plans he created were solid and would provide more focused differentiated instruction for his students during the morning literacy block. As he walked through the door of his room and glanced around, he knew that all the bright bulletin boards, shelves of books, and buckets of manipulatives meant nothing without purposeful lessons and motivated students. He was looking forward to the energy of the students. How delightful that his students felt the same.

At 7:30 a.m., Mr. Coleman walked out to meet his students at the door. The fresh smell of the morning air put him in the perfect mood for the start of the school day. By 7:45, the students were eating their breakfast and he reviewed the daily agenda with the students as he always did. He also read aloud a portion from *Voices*. Today he read about two frogs who were having trouble sharing a lily pad. The story was written simply so he could expand on it and have meaningful discussions with his students. Following the discussion, students returned to their seats; then Mr. Coleman had them get out their journals. "For today's journal," Mr. Coleman said, "I want you to draw a picture of how you might solve the problem of

sharing the lily pad.” While the students were busy drawing, Mr. Coleman walked around the room and gave positive affirmation to his students.

After breakfast, a good portion of their morning was always dedicated to English language arts; he made sure that he had time to meet with his students in small groups. That’s when he was going to try out his newly-developed plans. He was anxious to meet with the other kindergarten teachers and the instructional coach during their planning time today to share how things went. He knew the day would go by quickly and he was glad he was prepared.

At 8:15, the hour-long reading block began. The reading series Promise Academy #2 was using helped guide his lessons and he was glad for the teaching supports. Today they were focusing on beginning-middle-end strategy and he knew this was an important concept for students to grasp. They had worked on this strategy for several days. During this block, he met with several small groups for fluency practice to begin implementing the plans they created after analyzing the data. He would meet with his grade-level team from 9:15 – 10:15 when his students went to their Exploratory class. It would be good to talk to them about how the differentiated lesson went in the other classrooms so they could help all their students learn. He knew that soon one of the leadership staff would also be in to observe him teaching his modified plans. That used to make him nervous, but now he welcomed the feedback. They were really working as a great improvement team.

At 10:15, the students would get out their writing notebook and he would give them a short mini-lesson on writing beginning, middle, and end in stories. Because they had worked so much on that reading strategy, he felt confident many of his students would successfully apply it to their writing. He tried to see as many students’ writing as possible during the writing time to be sure to give them feedback and help them apply the skills.

At 10:45, they took their lunch break. It was always a good opportunity for Mr. Coleman’s class to practice the important social skills they were learning in the Life and Culture Curriculum. Even though it was early in the school year, he could see that they were making progress in their skills. As he walked the students to lunch, he was also glad for a few minutes to prepare the materials he needed for this afternoon’s math and science lessons.

Math instruction always began at 11:15 a.m.; today, the students would be working on visualizing number combinations. He would need the 90-minute math block to have his students practice this foundational concept in different ways. At 12:45, he would do a brief language lesson to help reinforce the sound patterns they practiced this morning in reading. It was important to keep reinforcing and practicing. Some language lessons delivered new information, but today it was practice.

After a recess break from 1:45 – 2:15, he would begin his science lesson. Today he was connecting the concepts from math to science; it would also include a hands-on exploration activity. Next, he would do a social studies lesson. He was excited about these lessons because no matter which content area, the students always enjoyed learning about the world and practicing scientific inquiry. He knew they were both important content areas to help his students develop the background knowledge and domain vocabulary they would need to be successful in subsequent grades.

He had to admit, 3:45 DEAR time was helpful. After each student chose a book and settled in for quiet reading, he was able to listen quietly to some students read and follow up with any end-of-day details. It was a nice way to transition to closing the school day. As he walked his students down the hallway at 4:00, he began to think about tomorrow. He always felt so much more prepared in the morning when he put things in place before he left for the day.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## ORGANIZATIONAL MODEL

### Leadership for Expansion

- (1) For any school expected to open for the 2014-2015 school year, identify the key members of the school and management team's leadership. Identify *only* individuals who will play a substantial and ongoing role in school development, governance and/or operation, and will thus share responsibility for the school and/or network's educational success. These may include current or proposed governing board members, school leadership/management, CMO management, and any essential partners who will play an important ongoing role in the school's development and operation.
- (2) Describe the team's individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:
  - a. School leadership, administration, and governance;
  - b. Curriculum, instruction, and assessment;
  - c. Performance management; and
  - d. Parent and community engagement.
- (3) Describe the group's ties to and/or knowledge of the target community.
- (4) Describe the operator's current or planned process for sourcing and training potential school leaders for schools opening in subsequent years. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.
- (5) Identify any organizations, agencies, or consultants that are partners in planning and establishing the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development.
- (6) Identify the proposed regional director candidate, if identified, and explain why this individual is well-qualified to lead the expansion of the organization. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.
- (7) If a regional director candidate has not yet been identified, provide the job description or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the school leader.
- (8) Describe the responsibilities and qualifications of the school's leadership/management team beyond the regional director and principal/head of school. If known, identify the individuals who will fill these positions and provide, as **Attachment 4**, the resumes and professional biographies for these individuals. If these positions are not yet filled, explain the timeline and process for recruitment and hiring, and provide the job description or qualifications for these positions.
- (9) Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### **Key Members of the Leadership Team**

For the initial year of operation, the leadership team for Promise Academy #2 will include the Executive Director; School Principal; director of students, families, and community; counselor; finance manager; and instructional coach. All of these individuals currently serve as members of Promise Academy #1's leadership team. The director of students, families, and community; the counselor, and the instructional coach from Promise Academy #1 will serve as members of the Promise Academy #2 leadership team until Promise Academy #2 hires its own director of students, families, and community, counselor, and instructional coach. The Executive Director and finance manager will continue to be a shared resource, but as Promise Academy #2 adds students and grade-levels, the administrative team will become site-based. As Promise Academy #1 grew in its initial start-up, the addition of the second grade was the pivotal year when the school needed to increase its administrative support. This belief is reflected in the budget for Promise Academy #2.

The Board of Promise Academy #1 will oversee and govern Promise Academy #2. Accordingly, Board Members will play a substantial and ongoing role in school governance. Most of the current Board Members

have been serving for several years and are familiar with the struggles and pitfalls of starting a school. The Board will work to ensure that the school is academically and fiscally sound. Accordingly, the Board is committed to ensuring financial and leadership stability for Promise Academy #2; both factors are keys to success. Finally, they will ensure that the school is fulfilling its mission and vision.

#### **Individual and Collective Qualifications**

Given that some of the members of the leadership team for Promise Academy #2 serve on the leadership team for Promise Academy #1, the team collectively has experience successfully running and managing a school. The Principal will be hired once the school is approved; thus, information regarding his/her qualifications is not yet known. Further, a teacher will be hired to support the community development work of the Principal. The director of students, families, and community, counselor, and instructional coach will also be hired in year three and will no longer be shared resources or fulfilled by teachers. Following is a brief description of the Executive Director and finance manager's individual qualifications that will lead to the success of Promise Academy #2:

- **Tom Beazley, Executive Director:** Mr. Beazley has served as the Executive Director for Promise Academy #1 since 2011. In this role, he is responsible for overseeing the operational and educational success of the school. He also is responsible for external community relations. Prior to joining Promise Academy #1, Mr. Beazley served as the headmaster of various private schools throughout the country. Accordingly, Mr. Beazley has extensive experience in school leadership and administration, as well as sound knowledge of curriculum, instruction, and assessment. Mr. Beazley is a Board Member for the Tennessee Charter School Association. Finally, Mr. Beazley holds a Master's of Science degree from the University of Pennsylvania in Elementary Education; he also holds a Bachelor's degree from Denison University.
- **Elizabeth Bailey, Finance Manager:** Since 2009, Ms. Bailey has served as the finance manager for Promise Academy. In this role, she develops and maintains the accounting system and system of internal controls for the school. She prepares financial budgets and financial statements for the Board; she maintains all accounting and regulatory reporting for the school, manages payroll, and works with auditors to ensure conformity with all regulatory bodies. Prior to joining Promise Academy, Ms. Bailey served as a senior accountant for 14 years at Polsgrove & Fulton, PLLC. Ms. Bailey holds a Bachelor's degree with a major in accountancy from Christian Brothers University.

#### **Leadership Team's Ties to, and Knowledge of, the Target Community**

We hope to locate Promise Academy #2 in North Memphis. Promise Academy #1 has been in operation since 2005 and is located on Bryan St. in North Memphis, approximately 3 miles from Caldwell Guthrie Elementary School (the facility that we are requesting). Given that we already run a successful school in North Memphis, we have both ties and knowledge of the target community. Further, the members of our leadership team live in the greater Memphis area. Mr. Beazley, specifically, has lived in Memphis for 15 years and has served the Memphis community since 1998. Ms. Bailey lived in Memphis for 10 years and now lives in the greater Memphis area. Through our work with the families and students of Promise Academy #1, we are well aware of the needs in the target community and have already established strong relationships with local nonprofit organizations that will help meet the needs of the students and families of our proposed school.

#### **Operator's Process for Sourcing and Training Potential School Leaders**

We are seeking to open one school only – Promise Academy #2. Accordingly, our plans for sourcing and training our school leader are described in *Incubation Year Development*.

#### **Partners in Planning and Establishing the School**

Promise Academy #2 has developed relationships with several foundations and will have a strong financial base. As indicated in the budget, financial support will be provided during the planning year and years one through four. Please see *Attachment 10* for letters of commitment.

### **Proposed Regional Director**

Tom Beazley is the Executive Director of Promise Academy and, accordingly, will be the regional director. Mr. Beazley has been an educator since 1977. Upon graduating from Denison University, Mr. Beazley sought his M.S. in Education from the University of Pennsylvania. He graduated in 1977 and began his career as an educator in Newtown, Pennsylvania. From 1977 to 1986, Mr. Beazley was a teacher and then administrator for Newtown Friends School – a kindergarten through eighth grade private school that served 200 students. From Newtown, Mr. Beazley moved to Owings Mills, Maryland, where he served as the Head of the Lower School for Garrison Forest School, a pre-school through twelfth grade girls' day and boarding college preparatory school. In 1992, Mr. Beazley moved once again to Bridgeton, New Jersey, and was the Headmaster of Woodland Country Day School, a nursery-three year old through eighth grade school. At the Woodland Country Day School, he successfully brought the school through the Middle States Accreditation process, executed a capital campaign to construct the science and computer learning center, and expanded the summer program. Following Woodland Country Day, Mr. Beazley moved to Memphis where he became the Headmaster of Grace-St. Luke's Episcopal School, a nursery-three through eighth grade school that served 520 students. He served in this capacity until 2011 when he became the Executive Director of Promise Academy.

In addition to Mr. Beazley's professional educational experience, he has experience serving as a charter school Board Member. Mr. Beazley served as a founding member for Promise Academy in 2005 and has been involved with the school since its inception. Upon award of the charter in 2005, Mr. Beazley served as the chair of the hiring committee and helped recruit and hire the Principal. In 2007, the school outgrew its facility and was in need of a new site. Mr. Beazley was a key member of the team that helped to identify and renovate the new site. Mr. Beazley served as the educator for the Promise Academy #1 Board; he worked with the Principal to create and develop the academic program. He also served as a resource and mentor to the Principal.

During his time as a Board Member, Mr. Beazley watched the school grow and change. He learned valuable lessons about finding the right leader and expanding at a rate of approximately 100 kids per year. His experience as both an educator and Board Member will serve Promise Academy #2 well. Mr. Beazley has the qualifications and experience necessary to run a high-quality school, hire and develop staff, and work with students and parents.

Given that all of Mr. Beazley's professional experiences were in the private school realm prior to joining Promise Academy, we are unable to provide state assessment data for the private schools (the schools did not participate in the state assessments). While state assessment data are not available, Mr. Beazley does have a strong track record of academic and operational success. Under Mr. Beazley's leadership, Grace-St. Luke's attained successful Southern Association of Colleges and Schools (SACS) and the National Association for the Education of Young Children (NAEYC) accreditations. Further, he conducted a successful capital campaign to construct a small field house, revised the curriculum areas and mapped curriculum, instituted a laptop program, created and expanded the school website, instituted an electronic grade book and reporting system, and created a long-range financial plan and capital replacement fund. Also, while at Grace-St. Luke's, students were assessed using the Educational Records Bureau Comprehensive Testing Program. The Comprehensive Testing Program (CTP) is a rigorous assessment of student achievement of essential standards and learning domains for grades 1-11 in English language arts and mathematics. Verbal and Quantitative Reasoning tests are included for grades 3-11. On this

assessment, students at Grace-St. Luke's performed well – the median percentile met or exceeded independent school norms.

For information pertaining to the academic success of Promise Academy #1, please reference *Past School Performance*.

### **Regional Candidate Has Been Identified**

A regional candidate has been identified. Please see the information above regarding the skills and qualifications of Mr. Beazley.

### **Responsibilities/Qualifications of the School's Leadership Team**

As noted above, the leadership team for Promise Academy #2 will include the Executive Director; School Principal; director of students, families, and community; counselor; finance manager; and instructional coach. This team is responsible for ensuring the academic and emotional success of all students. Following is a summary of the responsibilities of each position, excluding the Executive Director and Principal. For complete job descriptions, please see attachment 4.

- **Director of Students, Families, and Community:** The Director of Students, Families, and Community will be focused entirely on supporting students on IEPs, English language learners, and their teachers. This individual will report to Promise Academy #2's Principal and serve on the leadership team. The Director will be responsible for the management of all special education teachers and ELL teachers. The Director will also be responsible for working to recruit students and families to enroll in Promise Academy. The Director will also assist in developing relationships between the school and the community. Further, the Director will assist the Principal in creating a positive relationship between home and school – this will be accomplished through PTO activities and other events – such as Literacy and Math night, Donuts with Dads, and Career Day.
- **Instructional Coach:** Initially the Instructional Coach will be shared with Promise Academy #1 and will work with the Principal to manage and develop staff. The full-time Instructional Coach will report to Promise Academy #2's Principal and will serve on the leadership team. The Instructional Coach will be responsible for the management and development of teachers. (S)he will plan professional development, oversee staff orientation, and take responsibility for the academic program at Promise Academy #2. Further, the Instructional Coach will conduct regular formal and informal teacher observations, provide formal and informal feedback on those observations, as well as lesson plans, and facilitate weekly meetings to analyze student work, among other duties.
- **Counselor:** Again, the school Counselor will initially be shared with Promise Academy #1 and work with the Principal to manage and develop academic and behavioral success of students. The full-time school Counselor will support the academic and behavioral success of Promise Academy #2's students. The Counselor will provide critical, differentiated services for those students identified as needing socio-emotional support in and out of school. Key responsibilities will include: plan, organize, and deliver a comprehensive school counseling program based on the developmental and individual needs of students and in collaboration with building level administrators; and deliver counseling services through classroom instruction, interdisciplinary curriculum, group activities, individual or small group appraisal and advisement, consultation, individual and small group counseling, crisis counseling/response and peer facilitation; among others.
- **Elizabeth Bailey, Finance Manager:** As noted above, Ms. Bailey will serve as the finance manager; please find her résumé and a complete job description in Attachment 4.

In years one and two, the instructional coach and counselor for Promise Academy #1 will serve on the leadership team for Promise Academy #2. The counselor will provide assistance and general support; the instructional coach will serve as a resource and advisor. Further, given that the school will serve a small population during the first two years, the school will engage a teacher to assist the Principal with students,

families, and community. By year three of the charter, Promise Academy #2 will employ a full-time director of students, families, and community; part-time instructional coach; and full-time counselor.

**Development of the School**

The proposed school has budgeted so that it will hire its Principal on a full-time basis starting July 2013 at an annual salary of \$80,000, along with commensurate benefits. In his or her role, (s)he will work in conjunction with the Executive Director of Promise Academy on the development and launch of the proposed school following assignment of its location. Beyond that hire, no other positions for the proposed school will be activated until July 2014. There will be, however, in-kind support from a number of otherwise shared roles. As mentioned earlier, the Executive Director will work with the Principal on the launch of the new school, but deliverables and ongoing work will look much different than ongoing support with the operational school, so Promise Academy is not requiring the proposed school to share a portion of its costs in the startup phase. Similarly, the finance manager will likely be involved with some of the ongoing financial support and planning for the new school, but the level of support will be considerably less than during the operational years.

Network-wide Staffing, Management, & Support

- (1) Complete the following table indicating projected staffing needs for the entire network over the next five years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles as needed to reflect organizational plans.

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	1	1	1	1	1
Number of middle schools	0	0	0	0	0
Number of high schools	0	0	0	0	0
<b>Total schools</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
Student enrollment	80	160	240	320	400
<b>Elementary School Staff</b>					
Executive Director	.2	.2	.2	.2	.2
Principals	1	1	1	1	1
Instructional Coach	0	0	.5	.75	1
Director of Students, Families, and Community	0	0	1	1	1
Counselor/Social Worker	.2	.5	1	1	1
Finance Manager	.2	.2	.2	.2	.2
Office Manager	1	1	1	1	1
Classroom Teachers (Core Subjects)	4	8	12	16	20
Classroom Teachers (Exploratory)	1	1	2	2	3
Teacher Assistants	1	2	3	4	5
After School Staff	1.5	3	4.5	6	7.5
Special Education Coordinator	.2	.5	1	1	1
Special Education Teacher	.5	.75	1	1.25	2
Clerical Support	0	0	0	1	1
Custodial Staff	.75	1	1	2	2
<b>Total FTEs at elementary schools</b>	<b>12.55</b>	<b>20.15</b>	<b>30.40</b>	<b>39.40</b>	<b>47.90</b>
<b>Total network FTEs</b>	<b>12.55</b>	<b>20.15</b>	<b>30.40</b>	<b>39.40</b>	<b>47.90</b>

- (2) Explain how the relationship between the school's senior administrative team and the rest of the staff will be managed. Note the teacher-student ratio, as well as the ratio of total adults to students for a "typical" school.
- (3) Outline the proposed school's salary ranges and employment benefits for all employees, as well as any incentives or reward structures that may be part of the compensation system. Explain the school's strategy for retaining high-performing teachers.
- (4) Describe your strategy, plans, and timeline for recruiting and hiring the teaching. Explain key selection criteria and any special considerations relevant to your school design.
- (5) Outline the procedures for hiring and dismissing school personnel, including conducting criminal background checks.
- (6) Explain how the school leader will be supported, developed, and evaluated each school year. Provide, in **Attachment 5**, your leadership evaluation tool(s).
- (7) Explain how teachers will be supported, developed, and evaluated each school year. Provide, in **Attachment 5**, your teacher evaluation tool(s).
- (8) Explain how the school and organization intend to surface the need for and address unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Relationship Between Senior Administrative Team and School Staff**

Promise Academy #2's senior administrative team will consist of the following: Executive Director, School Principal, director of students, families, and community, counselor, finance manager, and instructional coach. The Governing Board will evaluate the Executive Director who will, in turn, evaluate the members of his senior administrative team. We are requesting that an office space be available for the Executive Director at Promise Academy #2. This will allow the Executive Director to interact with students, families, and teachers on a regular basis. The Executive Director will meet weekly with both the Principal for one-on-one meetings and with the senior leadership team to ensure efficient operations.

The School Principal will be responsible for overseeing and evaluating the school staff. The finance manager will be responsible for overseeing and evaluating the school's office staff, clerical support employee, and custodial staff. The director of students, families, and community will oversee the special education coordinator, special education teachers, and counselor. The teacher-student ratio will be 1:20, with an average class size of approximately 20 students. Once the school serves students in grades K-5, the ratio of total adults to students will be approximately 1:10.

**Salary Ranges, Employment Benefits, and Retaining High-Performing Teachers**

At Promise Academy #2, we will offer competitive salaries with employment benefits for all employees. Our benefits will be offered to all full-time employees and will include medical insurance, as well as retirement planning opportunities through the State Pension Plan. We plan to offer the same plan to Promise Academy #2 employees as is currently available through the ASD. We recognize, however, that the benefit plan may need to be adjusted due to changes in the state law and the merger between Memphis City Schools and Shelby County. In addition to offering a competitive salary and benefits package, we may offer an incentive program. Promise Academy #1 is in the process of creating an incentive program and measuring its effectiveness. If we find the results to be beneficial, we may consider implementing a similar incentive program. This, however, will be determined at a later date and is not included in the proposed budget.

All employees will be at-will employees and will receive a one-year contract with the school. The contract will include the salary, benefits, and job expectations for the respective positions. Following is a table detailing our anticipated salary ranges for our employees:

Position	Minimum Salary	Maximum Salary
Executive Director*	100,000	100,000
Principal	75,000	80,000



Director of Students, Families, and Community*	42,500	45,000
Instructional Coach*	48,000	50,000
School Counselor	38,000	40,000
Finance Manager*	60,000	60,000
Office Manager	27,000	32,000
Teacher	40,000	50,000
Teacher Assistants	20,000	25,000
After School Staff	12,000	15,000
Special Education Coordinator*	45,000	55,000

\*These positions are either shared costs with Promise Academy #1 or do not begin in year 1.

In order to retain high-performing teachers, we must first hire and develop teachers who are passionate about their subject, their profession, and their students. We recognize that the road ahead of us – to move the school that we transform from the bottom 5% to the top 25% in Tennessee within 5 years – will be both challenging and rewarding; we will work actively to ensure that we hire and retain highly effective teachers who will help Promise Academy #2 achieve that goal. We will begin by hiring a diverse group of individuals for our teaching staff in all areas: race, gender, age, and experience in the classroom. We hope to attract teachers who have a wealth of experience and knowledge in the field of education, as well enthusiastic teachers who are newer to the profession. The mix of experience and energy will make for a vibrant and creative faculty who will be there to share encouragement, support, and ideas with one another. Ultimately, we hope that teachers will be motivated by the mission of our school and committed to making a difference in the lives of our students; we recognize that having a meaningful mission does not always equate to retaining high-performing staff members. Accordingly, Promise Academy #2 will provide the following in an effort to retain high-performing teachers:

- **Offer competitive salaries and benefits:** As noted above, we will offer our staff a competitive salary and benefits package. Given the fact that Promise Academy #2 will have a longer school year and day, and the high expectations we will place on our teachers, we have built a budget that will allow us to pay teachers a good living wage.
- **Create a collegial and supportive, not congenial, school environment:** We will work to create and provide an environment in which teachers feel comfortable to work together and challenge each other about their teaching practice. Too many schools provide congenial environments – environments in which teachers get along but do not feel safe to share ideas or push each other. The collegial environment will be created through many structures and systems, one of which includes collaborative team meetings held three times per week (for more information about this, see below). We will also employ an instructional coach who will support and coach teachers.
- **Provide opportunities to lead:** According to a recent survey conducted by TNTP Insight Culture, the school must provide teachers with a leadership track or roles in order to retain good teachers. Accordingly, Promise Academy #2 will have structures to provide teachers with opportunities to assume leadership responsibilities. Specifically, the school's staffing structure will include grade-level team leaders. Teachers who demonstrate mastery of their practice and show leadership potential will be provided with a stipend to serve as the grade-level team leader. Experienced teachers will also have the opportunity to serve as mentors to teachers new to the profession. Similarly, mentors will

receive a stipend. Finally, teachers will be encouraged to share their expertise with other teachers at professional development offerings.

**Recruiting and Hiring Teachers**

Teachers must have the necessary content knowledge and instructional skills to meet our students’ needs in order to be employed at Promise Academy #2. All teachers will comply with the state requirements for public charter school teachers; all will be deemed highly qualified according to NCLB.

In our first year, we plan to hire four kindergarten teachers and one assistant teacher with an average of about 20 students per classroom. Each year, we will hire approximately four new classroom teachers and one assistant teacher to serve the additional grade that will be added. In the beginning years, there will be some teachers hired part-time to cover some of the exploratory subjects, such as art, language, and physical fitness, but the Life and Culture strand will be covered by the core teacher. The staff will expand each year to meet the demands of a new grade level. Over time, some contracted positions will be replaced by full-time staff.

Specific teacher qualifications or preferences include:

- Master’s or higher degree required for team leader; Master’s degree preferred (but not required) for teachers
- Elementary teaching experience
- Knowledge of research-based approaches to literacy and mathematics
- Knowledge of assessment practices

Promise Academy #2 will begin recruiting teachers in January of 2014. Our goal is to have all four teachers hired by March 1. In subsequent years, our plan will be to hire all new teachers by April 1. We will begin our recruitment by first encouraging current Promise Academy staff and the staff of the school that we will transform to apply for the new positions. We will work with the leadership of the school to determine how we can best communicate with the current staff about the positions available at the new school. Additionally, we will recruit teachers through the Memphis Teacher Residency and Teach for America. We will attend career fairs and visit local colleges. Our job openings will be posted on the current Promise Academy website, in addition to being advertised in the *Commercial Appeal*, the ASD website, and the Tennessee Charter School Incubator (TCSI) Fund job site.

**Hiring and Dismissing School Personnel**

The hiring process at Promise Academy #2 will be led by the Executive Director during the incubation planning year; in subsequent years, the Principal will lead the school’s hiring efforts. Our hiring process will include the following:

Stage	Action
1	Applicants will submit résumé, teacher data (formative assessment, TCAP data, Stanford - 10 or similar, Unit Assessment), classroom video, and an application.
2	The Principal and Executive Director will review the application packets and the best candidates will be invited to participate in an initial interview.
3	Applicants will participate in a telephone, Skype, or on-site initial interview depending on the location of the candidate. The Executive Director and/or Principal will conduct initial interviews and recommend appropriate candidates to continue the interview process.
4	Promising candidates will be invited to tour Promise Academy #1; they will participate in an interview that will include specific interview questions. Additionally, candidates will be given a specific scenario and asked to respond with a data analysis. Candidates will also be

	asked to teach a sample lesson and then they will reflect on the lesson with the Executive Director and the Principal.
5	We will verify the credentials of promising candidates, which will include ensuring highly qualified status, conducting state and federal criminal background checks, and checking references.
6	We will provide a written offer letter to promising candidates. The offer letter will include salary and benefit information, as well as job expectations.

We recognize that Promise Academy #2 will encounter teachers who are not meeting expectations and who may need to subsequently be fired. Promise Academy #2 will use the information gleaned from informal and formal observations as a means of identifying teachers who need additional assistance. These teachers will be placed on Performance Improvement Plans (PIPs) to improve instructional practice, impact student achievement, and make the employee more valuable to the school. The PIP will include the following:

- **Areas to strengthen**, such as planning and preparation for learning; it will be connected to an indicator using the ProjectCoach teacher observation and evaluation software (described below).
- **Action steps**, such as the teacher planning a minimum of three times per week with the instructional coach.
- **Supports for success**, which may include bi-weekly meetings with the administrator, peer observation, etc.
- **A monitoring system**, which will stipulate a timeline for improvement. Further, teachers on a PIP will receive additional coaching from the Principal and/or instructional coach.

If a teacher shows improvement as documented by the instructional coach and Principal, (s)he will be moved to a probationary plan that will include specific target goals and timeframes for additional observations and feedback. If a teacher does not show improvement by the end of the school year (or shorter, based on the severity of the issue), the teacher will be recommended for dismissal. Prior to dismissing a teacher, school leadership will contact the school’s human resources attorney to ensure all necessary steps have been followed. If the HR attorney confirms that all steps have been followed and the teacher’s performance continues to remain unsatisfactory, the Executive Director will dismiss the employee.

**School Leader Support, Development and Evaluation**

Given that Promise Academy #2 will have an Executive Director, we believe that it is crucial that he, along with the Principal, be supported, developed, and evaluated each school year. We have worked hard to create a school Board with varied expertise and skill sets. Accordingly, the Executive Director will receive support from Board Members in their areas of expertise. Additionally, in order to support the Executive Director, Board Members will be advocates for Promise Academy #2 in the greater Memphis area and will provide information on potential partnerships for the school. For example, Promise Academy #1’s tutoring relationship with Bellevue Baptist Church was a direct result of a Board Member who invited the pastor and his wife to visit the school.

Additionally, the Board will ensure that the Executive Director receives development each year by attending leadership meetings conducted by the Tennessee Charter School Association, the TCSI Fund, and other charter school organizations throughout the school year.

Further, the Board will ensure that the Executive Director is evaluated on an annual basis. The Board has created and used an evaluation tool for the Executive Director that can be found in *Attachment 5*. The evaluation includes the following areas: student achievement, leadership, replication and growth, operational planning and development, program planning and development, human resources planning

and development, financial planning and development, community relations/advocacy, and risk management. The Executive Committee will lead the evaluation process.

The Executive Director will provide support to the Principal. Specifically, the Executive Director will meet weekly with the Principal to conduct a one-on-one meeting. During this meeting, the Principal will bring student, staff, cultural, and operational concerns to the attention of the Executive Director, who will work collaboratively with the Principal to address the issues identified. Additionally, the Executive Director will meet with the senior administrative team on a weekly basis. The focus of this meeting will be on school operations and logistics. In order to continue to develop the Principal, the Executive Director will conduct co-observations of teachers (described below) with the Principal. This will ensure that the leadership is aligned. The Executive Director will also conduct some informal observations that will be entered into ProjectCoach. The Principal will participate in appropriate leadership opportunities, such as trainings provided by the Tennessee Charter School Association and the TCSI, in an effort to continue his/her development as a school leader. Finally, the Executive Director will evaluate the Principal on an annual basis. The Principal will be evaluated in the following core areas: organizational leadership, instructional leadership, fiscal and operational management, human resources, relationship with the Board, and community and public relations. The Principal will receive a rating (1-4). The evaluation will include a reflection piece, allowing the Principal to provide additional information about his/her performance.

### **Teacher Support, Development and Evaluation**

#### *Support and Development*

Promise Academy #2 will provide an extensive professional development plan in order to continuously support and develop the skills and expertise of our teachers. Our professional development time and resources will be used wisely with the ultimate goal of educating our students to achieve the highest standards. We believe that to be as effective as possible, professional development should be job-embedded. To that end, we have created time in our extended school day for teachers to collaborate, analyze data, and engage each other in Professional Learning Communities (PLCs). This professional time will be a vital aspect of providing the best possible education for all students; it allows teachers to plan together to address each child's needs and to continually develop their professional skills. Through careful use of resources, Promise Academy #2 will create a professional community for our teachers that is of great benefit to our students.

All decisions made about professional development will be based on the academic needs of our students and the skills of our staff in meeting those needs. The definitions of those needs are gathered from two main areas:

- **Student Data.** Administrators and teachers will examine the student data (internal and external) that are collected at the school to identify trends around particular areas in which improvement has not been as high as expected. In response, professional development days will be tailored to those particular needs. The content for the professional development may come from an internal member of the staff who is knowledgeable and successful in a given area, an external consultant brought into the school, or by an expert in a seminar held outside the school. For example, if TCAP assessment test data show that a certain grade is consistently missing questions on probability, the school will take professional development time to look at the curriculum to see whether it is a curricular gap that requires supplemental resources and/or whether there are specific instructional techniques that can be used to enhance student mastery of this subject.
- **Teacher Skills.** Our professional development will relate directly to what teachers – as a group or individually – need in order to improve their performance in the classroom. As individuals dedicated to their profession, our teachers' voices will be heard in the development of trainings. Equally important

will be the data that administrators gather from formal and informal reviews of the classrooms. The administration at Promise Academy #2 will look for specific trends throughout the evaluation data that suggest areas for improvement. For example, if classroom observations suggest that teachers are not asking higher-order questions, professional development time will be spent on how to do so.

The primary elements of our professional development model will include the following:

- Whole school training in effective instructional practices
- Trainings in specific curricular programs
- Data analysis
- Grade-level team planning
- Professional Learning Communities (PLCs)
- Individual planning
- Frequent observation and feedback

Grade-level teams will be an important part of professional development at Promise Academy. As such, each grade-level team will meet three times per week. One meeting will be with the PLC. The PLC will focus on global issues, such as gender equality in the classroom, ADHD and what it looks like in the classroom/how to address it, how to effectively partner with parents from high poverty areas. Another meeting will be the data meeting, and the final meeting will be a time for team planning and addressing other grade-level issues. During the data meeting, teachers will review student performance data from weekly classroom assessments and other internal assessments, such as NWEA, ANet, Learnia, Discovery, or other objective assessments. Teachers will note trends, pinpoint standards to re-teach, discuss instructional strategies, and identify individual students who need additional support either within or in addition to the classroom. These discussions will spiral back to topics and issues addressed the previous week and provide an opportunity for sharing best practices among teachers. The school's instructional coach and Principal will support teachers in this work by providing assistance in analyzing data, suggesting strategies for re-teaching and intervention, and facilitating communication among teachers. In addition to this time for grade-level teams, teachers will have individual planning time built into their weekly schedule.

We will also have a significant amount of time for all-school professional development. We will have a lengthy in-service program for teachers prior to students' arrival in July each year. These days will be devoted to trainings in instructional strategies, developing interactive lessons, vertical planning, and modeling of effective lessons. We will also focus on creating and maintaining our school culture and provide appropriate training and support to new teachers. Further, all school faculty meetings will take place once a week throughout the year with one grade level leading and sharing best practices each week.

Additionally, the school will employ an instructional coach (beginning in year 3) who will assist the Principal by conducting observations using ProjectCoach and provide feedback to teachers on a regular basis. The observations and feedback will be incorporated as part of the formal evaluation.

Finally, each teacher will have an individualized professional development plan that is designed in conjunction with the administration. These plans will be integrated with the rest of the school in such a way that there is a common language and learning happening in the school while all teachers' needs are met. Each teacher's plan will include specific annual goals that flow out of previous evaluations and feed into the evaluations that happen throughout the year.

#### *Evaluation*

Leadership will conduct formal observations of teachers 6-to-8 times per year using ProjectCoach – a web-based teacher evaluation system created by T-eval that allows leadership to enter information from mini observations, PIPs, professional development plans, and other information. Leadership will use the data from the observations to conduct evaluations. Teachers will be observed and evaluated according to

the following domains and will receive ratings (ranging from 1 – does not meet standards to 4 – highly effective) in the following categories under each domain:

- **Planning and preparation for learning:** alignment, mapping, lessons, and resources
- **Classroom management:** environment, expectations, relationships, respect, routines, repertoire, and efficiency
- **Delivery of instruction:** expectations, goals/objectives, connections, clarity, repertoire, engagement, differentiation, and flexibility
- **Monitoring, assessment, and follow-up:** diagnosis, checks for understanding, self-assessment, recognition, analysis, support, and reflection
- **Family and community:** communication, reporting, technology, and respect
- **Professional responsibilities:** attendance, reliability, judgment, teamwork, contributions, communication, receptive, collaboration, professional development, and knowledge.

Following is an excerpt from the domain delivery of instruction:

Domain Three: Delivery of Instruction				
	4 Highly Effective	3 Effective	2 Improvement Necessary	1 Does Not Meet Standards
a. Expectations <a href="#">Clear Selection</a>	Conveys high expectations and determination and provides multiple opportunities for student mastery.	Conveys students can succeed and it is okay to make mistakes; effective effort, not innate ability, is the key.	Conveys mastery is the responsibility of the individual student.	Fails to demonstrate that all students can learn.

Following each observation, the teacher will receive the evaluation and the teacher will be provided with an opportunity to respond. As noted above, the Principal will use the information in ProjectCoach to conduct the formal evaluation of the teacher. The formal evaluation will take place at the end of the school year. The formal evaluation will begin with a self-assessment conducted by the teacher. This will be followed by a meeting with the Principal during which time the Principal and teacher will review the data gathered from ProjectCoach. An action plan will be created to address areas of mutually agreed-upon areas of need. Over the summer, the teacher will look for resources or participate in workshops that might address areas of need or areas in which the teacher wishes to grow. For example, if a teacher wants to improve his/her use of technology in the classroom, (s)he may identify and attend a workshop to help improve his/her practice.

In addition to the formal observations, leadership will be in the classrooms observing, listening, providing feedback (both formal and informal) on a regular basis. Our school leadership team will embrace the term, MBWA – Management by Walking Around – and will use the observations to informally evaluate staff, atmosphere, culture, time on task, and other areas.

#### Unsatisfactory Leadership or Teacher Performance

Promise Academy #2 will implement the systems for evaluation and observation described above. These systems will help the school surface and address both unsatisfactory leadership and teacher performance. We recognize that we will not retain all employees; however, Promise Academy #2 will work actively to retain our high-performing teachers using the retention strategies described above. Further, as noted above, teachers will have opportunities to lead. Specifically, Promise Academy #2 will have grade-level team leaders and mentor teachers. These individuals will be provided with leadership coaching and development in order to be successful in their roles. Some teachers will be asked to lead professional development meetings and share their expertise with the school staff. Additionally, some teachers will

attend conferences and be responsible for sharing the information learned. Finally, teachers will be asked to lead task forces on specific items (e.g., report card revisions, curriculum changes). This intentional approach to leadership development and significant investment in professional development and coaching will be fundamental to our school design; we realize that high quality human capital will allow us fulfill our mission.

**Incubation Year Development**

- (1) Provide specific organizational goals for the planning year (2013) to ensure that the school(s) is/are ready for a successful launch in fall 2014.
- (2) Please describe the plans for leadership training and development of selected leader(s) during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Organizational Goals**

Please see *Attachment 13* for our organizational goals for the planning year. The plan will ensure that our school is prepared for a successful launch in fall 2014.

**Leadership Training and Development**

Promise Academy #2 will partner with the Tennessee Charter School Incubator (the Incubator) to both assist the Board and the Executive Director in the search process for a Principal and to provide select, customized training to the new Principal during the incubation year (summer 2013 – May 2014). Following is a description of the program that will be offered to the Principal, once hired:

In 2012, the Incubator developed a customized leadership development and incubation program (Education Entrepreneurs Fellowship, or EEF) to build capacity in experienced leaders who are preparing to open a new charter organization or a new campus. Rather than creating a one-size-fits-all fellowship program, the Incubator will create a customized training experience based on the development needs of the school leader we select. The Incubator has developed a leadership framework based on what they believe and have research are the core competencies that every successful charter organization leader needs. The Incubator has then developed a schedule of training modules, coaching sessions, consulting services, residencies, and school site visits. Following is a summary of the TCSI Leadership Framework:

**Core Competencies:**

<p><b>Vision</b></p> <p>Leader will be able to develop, articulate, and steward a shared vision of a high-quality, college-preparatory charter school that focuses on student learning and successfully prepares its students for success in college and life.</p>	<p><b>Personal Leadership</b></p> <p>Leader acts with integrity and humility, modeling the mission-alignment, values, and expectations he/she has of others; and actively pursues professional development and learning opportunities for him/herself.</p>
<p><b>Instructional Leadership</b></p> <p>Leader will be able to guide, support, and monitor the quality of curriculum and instruction and connect teaching and learning to community context.</p>	<p><b>Human Capital</b></p> <p>Leader will be able to build and maintain an effective, strong, and collaborative school community through effective hiring/recruiting, supervision, evaluation, and differentiated retention.</p>
<p><b>School Culture</b></p> <p>Leader will be able to purposefully engage and facilitate the development of a school and community culture that builds individual and collective advocacy with and for students and families/caregivers who are historically underserved and under-resourced.</p>	<p><b>Community Engagement and Support</b></p> <p>Leader will be able to promote the success of every student by engaging and collaborating with community members responding to diverse community interests and needs, and mobilizing community resources.</p>
<p><b>Operations and Systems</b></p> <p>Leader will be able to design, implement, and monitor systems that ensure the school has the resources, organizational structures, and oversight necessary to support, achieve, and advance its vision.</p>	

Once the Principal is hired, TCSI, the Executive Director, and the new principal will meet to do a leadership assessment. TCSI will then collaborate with the Executive Director and the Principal to develop an Individual Leadership Development Plan (ILDP) and create a clear road map for training. For example, the ILDP may include the following components based on the Principal's identified needs:

**Training workshops to further develop particular skill sets** (i.e., designing and maintain a strong school culture, establishing strong community partnerships, etc.)

- **School Site Visits:** Site visits to other exemplary charter schools to study best practices in target areas.
- **Personal Leadership Coaching:** One-on-one coaching to continue developing executive-level skills (or soft skills).
- **Participation in Relay Graduate School of Education's National Principals Academy Fellowship:** The Incubator has partnered with Relay to send candidates to its new program that will be strongly focused on instructional and cultural leadership. The new principal may attend this training, which would consist of two weeks during the summer of 2013 and four weekends during the 2013-14 academic year.

By partnering with the Incubator, Promise Academy #2 will be able to reach our year 0 goals included in the start-up plan. Further, the Principal will receive intensive and extensive professional development prior to the start of the school year. This will ensure the new Principal is prepared and ready to hire staff, build community engagement and support, register students and engage families, and start the school year fully prepared to provide a high-quality educational program for the students attending the school.

#### School Management Contracts

***If the applicant does not intend to contract with a non-profit education service provider or management organization, mark "Not Applicable" and skip to next section.***

If any proposed school intends to contract with a charter management organization (CMO) or other education service provider (ESP) for school management, provide the following information (and include the requested documentation in **Attachment 6**):

- (1) An explanation of how and why the ESP was selected;
- (2) A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the ESP; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;
- (3) A draft of the proposed management contract;
- (4) Explanation of the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;
- (5) Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and
- (6) Documentation of the service provider's non-profit status and evidence that it is authorized to do business in Tennessee.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Not applicable. Promise Academy #2 will not contract with a nonprofit ESP or management organization.

#### Board Governance

- (1) Explain the governance philosophy that will guide the board, including the nature and extent of involvement by key stakeholder groups.



- (2) Describe the governance structure of the proposed school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
- (3) Please provide a roster of current board members (provide as **Attachment 7**, use the template provided by the ASD); at least 50% of the board for SY 2014-2015 must be identified by Phase 3 of the authorization process (May 2013).
- (4) Provide as **Attachment 8** a completed and signed Board Member Information Sheet (prepared using the template provided by the ASD) for each proposed Board member as well as the board member's resume.
- (5) If the current applicant team does not include the full founding board, explain how and when the additional board members will be identified.
- (6) If this application is being submitted by an existing non-profit organization respond to the following (put "n/a" if not applicable):
  - a. Will the existing non-profit board govern the new school, or has the school formed a new non-profit corporation governed by a separate board?
  - b. If the non-profit's current board will govern the charter school, what steps have been taken to transform its board membership, mission, and bylaws to assume its new duties? Describe the plan and timeline for completing the transition and orienting the board to its new duties.
  - c. If a new board has been formed, describe what, if anything, its ongoing relationship to the existing non-profit's board will be.
- (7) Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide as **Attachment 9** the board's proposed Bylaws, Code of Ethics, Statement of Assurances (prepared using the template provided by the ASD), and Conflict of Interest policy.
- (8) Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.
- (9) Describe plans for increasing the capacity of the governing board. How will the board expand and develop over time?
- (10) What kinds of orientation or training will new board members receive, and what kinds of ongoing development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.
- (11) Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.
- (12) Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Governance Philosophy**

Effective governance and management is critical to the long-term success and viability of any organization. The primary role of the Board of Trustees will be to govern, not to micro-manage, those entrusted with the day-to-day operations of the organization. As a result, the governance and operational policies of the proposed school will be designed to clearly delegate responsibility to appropriate parties and to set standards and expectations that can easily be used to measure performance and ensure accountability.

**Governance Structure**

Promise Academy #1's Board of Trustees will serve as the Board for Promise Academy #2. The Board is composed of a diverse representation of corporate and nonprofit executives, community members, educators, and local residents. The Board currently consists of 14 members and includes individuals with varied areas of expertise and connections to the community. The Board's governance structure includes a president, vice president, secretary, and treasurer, with the remaining members serving as trustees. In order

to work as efficiently as possible, we will utilize a committee structure that will include the following standing committees: executive, finance, education and student life, committee on trustees, and task force committees such as: building and grounds, development, etc.

We believe that an effective Board will clearly understand the distinctions between management and governance. As such, the Board will be focused on the big picture and long-term sustainability of the school and not the day-to-day business of its operation. The Board will be well-versed in the school's academic program and knowledgeable about the school's performance. To ensure effective financial oversight, the Board will have a firm understanding of the school's financial position and review its financial health on a regular basis. To promote the long-term health of the Board, it will have a committee on trustees that will be responsible for seeking qualified Board members, nominating officers to provide necessary leadership, and providing opportunities for Board growth and development.

The primary roles of the Promise Academy Board of Trustees will include the following:

- Define and refine the organization's mission, vision, and strategic direction
- Support and evaluate the Executive Director
- Ensure effective organizational capacity and planning
- Ensure adequate resources and the effective management of those resources
- Monitor the organization's programs and services
- Enhance the organization's public standing
- Ensure fiscal, legal, and ethical integrity and maintain accountability
- Recruit and orient new Board members
- Assess Board performance

Policies and responsibilities of the Board of Trustees, as well as school program, performance, and financial information, will be reviewed with new Board members. This orientation will provide a clear sense of the Board's roles and responsibilities and help preserve the governance/management balance that we will strive to achieve between the Board and the school administration.

### ***Evaluating the Success of the School***

A key role of the Governing Board will be to evaluate the success of the school, Executive Director, and school leader. First and foremost, the Governing Board will use ASD's Performance Framework and our school's progress toward the goals identified within the framework to determine the success of the school. Further, as noted above, the Board will evaluate Mr. Beazley using the evaluation form found in *Attachment 5*. The Executive Director will evaluate the School Principal and the results of the evaluation will be shared with the Board. Also, the Board will utilize assessment data, student attendance data, behavior data, teacher/staff attrition data, and financial data, among other information, to evaluate the success of the school. Our committee structure will enable us to thoroughly examine all areas of the school and effectively measure its success.

### ***Stakeholder Representation***

The members of our Board of Trustees represent a cross-section of dedicated and experienced educators, community leaders, and business leaders. Our Governing Board includes a group of civic-minded community leaders with a firm dedication to the establishment of a great elementary charter school. As described below, we will seek to add two parents to serve as non-voting members once the school is operational.

### **Current Roster of Board Members**

Please see *Attachment 7* for a complete list of the current Board Members.

### **Board Member Information**

Please see *Attachment 8* for the completed and signed Board Member Information Sheets and résumés.

### **Full Founding Board**

The applicant team includes the full founding Board less parent representation. Once the location is identified, a Parent Teacher Organization (PTO) has been formed, and parent elections have occurred, we will ask the PTO President and Vice-President of Promise Academy #2 to serve as non-voting members of the Board (this is currently in place at Promise Academy).

### **Existing Non-Profit Corporation**

The existing Promise Academy Board of Directors will govern the proposed school. As such, there is not a significant need to transform our mission and bylaws in order to meet our new duties. Our non-profit board was created for the sole purpose of governing Promise Academy and will be equally committed to the success of Promise Academy #2.

In order to ensure that our Board is able to carry out our additional duties, we will expand the current membership of the Board to handle additional responsibilities and committee work by adding two parent representatives. Finally, as the needs of the proposed school are determined and gaps in Board talents are assessed, new Board members will be approached and asked to join.

### **Ethical Standards**

As a Board, we will ensure that we operate with the highest ethical standards. Accordingly, we have created Bylaws, a Code of Ethics, and a Conflict of Interest policy, which can be found in *Attachment 9*. Also included in *Attachment 9* are signed Statements of Assurances. In order to mitigate any potential conflicts of interest, Board members will disclose any actual or potential conflicts of interest. We will follow our Conflict of Interest policy once a conflict has been disclosed.

### **Actual or Perceived Conflicts**

There are not any existing relationships that could pose actual or perceived conflicts at this time.

### **Increasing Board Capacity**

We believe that increasing the capacity of the Governing Board is a critical part of creating and sustaining a strong school. The Board will invest the necessary funds and time to building an effective governing entity. This development will include in-depth reviews of the school and Board's performance to generate business and strategic plans. In addition, we will participate yearly in a formal self-evaluation that will help the Board better understand its strengths and weaknesses and serve as a useful tool for improvement each year. Finally, as the proposed school expands and the needs of both schools become known, the Board will address those challenges and develop accordingly.

### **Orientation and Training**

In order to orient new Board Members to Promise Academy #2, new Board Members will be required to participate in a training led by the Executive Director and Board President, during which time the new Board Member will learn about the role of the Board and the duties and responsibilities expected of Board Members. New Board Members will receive a Board manual with minutes of previous Board meetings, financial information, committee information, school information, and other pertinent information. Additionally, new Board Members will be provided with a copy of, and be expected to read, Ruby Payne's *A Framework for Understanding Poverty*.

Existing Board Members will also be required to participate in ongoing development in order to continuously increase knowledge and capacity. During the summer, the Executive Director will work collaboratively with the Board President to determine the areas on which the Board would benefit from additional training. The ED and the Board President will then create a development plan, laying out the topics to be addressed during each Board meeting. Websites, such as Highbar, will be used to provide training. Topics to be discussed include items such as:

- Governance versus management
- Running effective Board meetings
- Tennessee Sunshine Law

- Board Member roles and responsibilities
- Using assessment data to drive school performance
- Being a fiscally responsible Board

Additionally, all Board Members will be required to attend an annual Board retreat held in January. During the Board retreat, the Board will determine its priorities for the year and conduct strategic planning. Board Members will be required to attend all scheduled trainings.

**Advisory Bodies**

At this point, we do not have plans to form an advisory council. However, as more information about the proposed school and location are identified, along with the needs of the community, an informal advisory may be contemplated.

**Grievance Policy and Process**

Promise Academy #2 will ask parents to adhere to the following grievance policy should they have a concern or an objection to a Board policy or decision, administrative procedure, or practice at the school:

1. The parent/student should set up an appointment with the teacher or staff member involved in the grievance.
2. If the parent/student is not satisfied with the result, the parent/student may ask for a meeting with the principal.
3. If the principal and parent/student are unable to resolve the issue, the parent/student may write a letter of grievance addressed to the Executive Director.
4. If the issue remains unresolved, the parent/student will be asked to present a formal letter to the Board for a final decision to be addressed within 30 days of receipt of the letter.

Additionally, all Board meetings are open to the public, with the calendar and agenda posted at the school. The Board agenda will include a time for parents to make public comment during the regularly scheduled board meetings.

Parent & Community Involvement

- (1) Describe the role to date of any parents and community members involved in developing the proposed school.
- (2) Describe how you will engage parents and community members from the time that the operator is approved through the opening of school.
- (3) Describe how you will engage parents in the life of the school (in addition to any proposed governance roles described above). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.
- (4) Discuss the organization’s approach to collaborating with the community to provide resources that will be available to students and parents. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions – or– describe how the organization plans to create partnerships. . If applicable, include, as **Attachment 10**, existing evidence of support from intended community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Development of the Proposed School**

To date, Promise Academy #2 has had limited involvement from parents and/or community members in developing the proposed school. Given that we are seeking to phase in and take over an existing school, all of our parent and community involvement efforts will begin should we be approved by the ASD and subsequently provided with a location.

**Engaging Parents and Community Members After Approval**

We recognize the need to actively engage parents and community members and get them excited about our proposed school. We also recognize the need to be sensitive to the families and those living in the community of the school that we will transform. Accordingly, we have created the following community

engagement plan in an effort to engage parents and community members, as well as to provide families of the current school with an opportunity to provide input into the school design. Once the application is approved and a location has been identified, we will conduct the following community engagement plan:

- **Meetings with Key Community Stakeholders:** The Executive Director and Principal (once hired) will meet individually with key community stakeholders to share information about our school and acquire their support. Once their support is provided, we will seek their assistance in further engaging parents and the community.
- **Meetings with Parents to Provide Input:** We will hold several meetings with the parents of the school that we will transform. The purpose of these meetings will be to share our fundamental features with parents and solicit their feedback about our school design. Additionally, we will ask families about the existing school and its programs – what they believe is working well and what should remain at the school. We will respect their input and incorporate some of the elements into our school design if we believe it will have a positive impact on student achievement and/or school culture. For example, if the school that we will transform has an extensive tutoring program by outside adults, we will work with the school and adults running the tutoring program to determine how we can maintain the program at our school.
- **Community Meetings:** The Executive Director and Principal (once hired) will hold a significant number of community meetings in homes, churches, community centers, etc., to share information about the school design, including the mission, vision, and academic program. These community meetings will also provide families with an opportunity to ask questions about the school and provide input.
- **Open Houses:** There will be numerous opportunities for community stakeholders to visit Promise Academy located in the former Hollywood School. These opportunities will provide first-hand experience on the operational level of the school. Also, opportunities will be provided for community stakeholders to speak with parents, teachers, and students.
- **Current Families and Alumni:** We will seek the assistance of our current families and alumni of Promise Academy #1 who live in the targeted area of the proposed school to share the news about our proposed school. Many of our students are zoned to attend a school in another location. Accordingly, it is likely that some of our families will reside in the community where this school will be located.
- **Director of Students, Families, and Community:** In the initial operation, a teacher will support the Principal in establishing community support and buy-in. In year three, a director of students, families, and community will be hired.
- **Current School Staff:** We will also seek the assistance of the administrative staff of the school we will transform to help support and advertise our school. It is hoped that several quality faculty members in the current school will be hired for Promise Academy #2.
- **Mailings:** We will conduct a number of mailings to advertise our school, including advertising the community meetings.
- **Community Events:** We will set up a booth at any community events that are located in our targeted area. For example, we may participate in a parade or fair to advertise Promise Academy #2 and share information about our school with the community.

- **Website/Social Media:** We will create a website and a social media site (Facebook) to share information about our school, as well as key dates and events.

### **Engaging Parents in the Life of the School**

Promise Academy has seen that a strong home-school partnership is beneficial to students' academic success. Accordingly, to ensure this strong partnership, Promise Academy #2 will take numerous proactive steps to involve families in their child's education and the life of the school. All families will be asked to sign a School/Family Compact when they join the Promise Academy #2 community. This commitment outlines the steps that the school, student, and family will take to help support each student's success. Parents will have multiple opportunities to volunteer at the school. They may work in classrooms, help in the office or library, assist with school events, or serve as a chaperone on a school fieldtrip, in addition to other opportunities. For example, Promise Academy #2 will provide several Learning Journeys throughout the school year that will be coordinated with the classroom curriculum. Parents will be encouraged to attend the Learning Journeys with their student, provided space is available.

In order to build strong family-school partnerships, Promise Academy #2 will communicate frequently with families. We will establish the following to engage parents and families.

On a weekly basis, a school letter will be sent home detailing news and happenings that are occurring at the school; student progress reports will be sent home in the Thursday folder. This weekly communication will provide opportunities for the teacher and parent to communicate about the child's progress. On a quarterly basis, Promise Academy #2 will publish and send home a student report card, detailing the student's academic and social progress. Along with the report cards, Promise Academy #2 will hold parent-teacher conferences. Given that many of the parents may work full-time and may be unable to take time off during the workday, conferences will be held before and after school or at a mutually convenient time. Parents will be strongly encouraged and, to the extent possible, will be required to attend conferences. At these meetings, we will discuss the student's progress and work with families to develop strategies for success. If a parent cannot attend the meeting, the teacher will be required to document a telephone call discussing the child's progress and development. The Principal will also host a quarterly *Coffee with the Principal*. These meetings will occur at the start of the school day and will provide parents an opportunity to engage with the Principal, ask questions, and give feedback about the school as appropriate. Additionally, the school will send home a quarterly newsletter that will provide parents with information about the school and its programs.

In addition to the weekly and quarterly structures described above, Promise Academy #2 teachers and administrators will conduct home visits as appropriate. These visits will provide both families and the school opportunities to establish trust, create clear lines of communication, and work together to support students' success.

Promise Academy #2 will also work to establish a strong Parent-Teacher Organization (PTO). An active PTO will help us build a strong sense of community based on cooperative and collaborative relationships between parents and the school. The PTO will meet monthly and also will sponsor workshops for parents in critical topics such as literacy strategies they can use at home, community resources, and financial literacy.

Promise Academy #2 will ask the PTO President and Vice-President to join the Board once the PTO is formed and elections occur. This will provide parents with an opportunity to participate in the governance of the school.

Finally, the Executive Director and Principal will work actively to maintain a positive presence at the school. The Executive Director and Principal will have an open door policy and will encourage parents to communicate regularly with the school leadership and staff. The Executive Director and Principal will help

with carpool, as well as daycare and bus pick up/drop off. And the Principal will strive to be present at athletic events, school programs, etc.

**Collaborating with the Community to Provide Resources**

Promise Academy #2 will partner with an array of local business and organizations to provide needed resources to our families and students. Promise Academy has established strong partnerships with a number of organizations, many of whom have agreed to support Promise Academy #2. Letters of commitment from several of these organizations are included in *Attachment 10*. In addition to seeking partnerships with organizations currently working with Promise Academy, we will work with the school that we transform to determine what partnerships currently exist and whether they are willing to continue providing services for the school.

Promise Academy #2 will partner with Emmanuel Episcopal Center to provide after-school care and athletic programs for our students. In addition, Christian Brothers University will provide after-school tutoring to students in need of additional assistance. Rhodes College has agreed to provide tutors during the regular school day and help with after-school athletics programs. Further, Bellevue Baptist Church has committed to providing adult tutors for students. Promise Academy #2 will partner with the Family Exchange Center to provide conflict resolution skills. The Brooks Museum will provide fieldtrips coordinated with their Visual Thinking Strategies program. Additionally, the school will partner with ScoutReach – a Boy Scout program that currently partners with Promise Academy #1. Promise Gents and Promise Pearls is a program provided by several adult tutors who meet with fifth grade girls and boys to provide social skills training, hygiene support etc. We plan to institute this program at Promise Academy #2.

We intend to partner with S.A.V.E. to provide vision services to our students. Additionally, students will be able to receive well child services through our partnership with Well Child. Promise Academy #2 will also work with Career Staff to provide a nurse for our school as needed.

Phase-In/Full Transformation Planning

**To be completed only by applicants proposing a school Phase-In or Full Transformation model. If you are not proposing a Phase-In or Full Transformation, mark “Not Applicable” and skip to the next section.**

*ASD welcomes applicants who wish to provide new opportunities to underserved students by transforming chronically underperforming schools through either a Phase-In or Full Transformation model. Applicants must have a clear plan for dramatically improving persistently underperforming school cultures, working effectively with an existing school community, significantly raising student achievement, and meeting the needs of at-risk populations. Phase-In and Full Transformation operators are expected to establish strong partnerships with the school community.*

- (1) Describe your organization’s prior experience in taking over or turning around an underperforming school.
- (2) Describe specific ways that you will engage and transform the existing school culture as you prepare to open and during the first year of operation.
- (3) Outline the steps you will take to build community understanding and support of the school’s turnaround.
- (4) For Phase-In Schools (co-locating): *If you plan to apply as a New Start or Full Transformation model school, please put “n/a.”*
  - a. Explain how the phase-in school will establish a visual identity while simultaneously respecting and reinforcing the building history, role in the community and campus identity.
  - b. Describe how you will transition to a shared campus, including your approach to shared space, resources, and services. Be sure to outline any “non-negotiables” for co-location.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Prior Experience**

Promise Academy #1 was created as a start-up. Accordingly, we do not have experience in taking over or turning around an underperforming school.

**Engaging and Transforming the Existing School Culture**

We recognize that we will need to be intentional about engaging and transforming the school culture of the school that we transform. Accordingly, we will work to ensure that we are able to effectively engage the

community and the students prior to the opening of the school; once the school is open, we will work to transform the existing school culture.

#### *Prior to School Opening*

During the summer, the Executive Director and Principal will meet with families of enrolling students to share information about the school's mission, vision, and academic program. The Executive Director and Principal will also share our plans for transformation, including our goals for student achievement. Parents will receive the Parent-Student Handbook and will be asked to read and commit to the parent compact. We will discuss the expectations that Promise Academy #2 will have for both the students attending our school and the families. Teachers and teaching assistants will also be available at the school to meet their students and their families, provide tours of their classrooms, and show parents where the pick-up and drop-off locations will be. Finally, the office manager and other school personnel will be available at the school to assist families with purchasing school uniforms. Ultimately, our goal is to ensure that parents and students are comfortable with who we are, what we will do, and why we will do it.

Prior to the start of the school year, we will have an information night. The purpose of this meeting will be twofold: to further inform families about our school and to inform families about available resources in the community. The Executive Director and Principal will give a presentation highlighting the fundamental features of the school. Parents will have an opportunity to ask questions and engage with the leadership of Promise Academy #2. Additionally, we will invite vendors in the area to attend this event and share information with the parents and families about the resources available in the community. For example, we will invite S.A.V.E. to describe their vision services and Well Child to describe their medical services.

We will also host a Back to School Night. During this event, parents and students will go into their classrooms and teachers will share information about the curriculum and what they can expect for the coming year. Students will be able to meet other students in their classes, and parents will have an opportunity to interact with other parents.

#### *First Year of Operation*

Once the school is operational, we will continue to engage families as a means of transforming the school culture. Specifically, we will hold PTO meetings on a monthly basis. Parents will be encouraged to be active members of the PTO and attend all meetings. Additionally, we will host various events throughout the school year, such as a math/literacy night and/or a fun night. We will communicate the information about the events with parents well ahead of the event to ensure high attendance and participation.

While we believe that continuing to engage families in the life of the school will contribute to transforming the school, we ultimately believe that setting up practices to build school culture will be the most effective means of transforming the school culture. As noted previously, Promise Academy #2 has been very intentional about its school schedule and has allotted 45 minutes during the morning to focus specifically on school culture. Community gatherings will occur every morning for 10-15 minutes and will include the entire school. Following the community gathering, students will be dismissed to their classrooms. They will be served breakfast and will eat together as a group. During breakfast, students will participate in a character development program.

Promise Academy #2 will also hold Honor's Assemblies on a quarterly basis. Students will be celebrated for making the Principal's list, honor roll, having perfect attendance, being the most improved, and for receiving the Golden Butterfly. (Classes will receive butterflies if they behave well when attending their exploratory classes.) The class that has the most butterflies will receive the Golden Butterfly. In addition to receiving the award, students will be provided with an ice cream sundae party (or something similar) to celebrate their achievement.

Finally, to build a culture of high student achievement, we will have college posters and motivational posters throughout the building, as well as banners for our essential non-negotiables.



### **Building Community Understanding and Support**

For information about how the school will build community understanding and support prior to the school year, please see *Parent and Community Involvement*. In order to build community understanding and support of the school's turnaround once it is operational, Promise Academy #2 will host a year-end celebration on an annual basis. Parents and community members will be invited to attend this celebration regardless of whether their children attend the school. During the celebration, school leadership will share Promise Academy #2's progress towards the charter goals, as well as the school's accomplishments (such as community service) and key activities for the year (Learning Journeys, etc.). Ultimately, we hope that by involving the community and sharing the success of our school, the community will support our efforts and embrace Promise Academy #2.

### **Establishing a Visual Identity**

While Promise Academy #2 will seek to establish a visual identity, we recognize the importance of respecting the school's building history, role in the community, and campus identity. Promise Academy #2 will require students to wear uniforms; this will be the main mechanism of establishing a visual identity. Students will wear the uniforms that are currently worn at Promise Academy #1.

In order to show respect to the school and community, Promise Academy #2 will seek to incorporate as many features of the school we will transform into our school. During our parent and community meetings (described in *Parent and Community Involvement*), we will listen carefully about what is important to that school and the community. At this time, Promise Academy #2 intends to incorporate the name of the existing school into the school name. For example, if we transform Caldwell-Guthrie, the school will be named Promise Academy – Caldwell Guthrie. Further, if the school and the community feels strongly about the school colors, we will work to incorporate the colors into our logo. If the school has a current mascot, we will consider maintaining that. Finally, while we want to be respectful of traditions and the past, we will emphasize that respecting traditions does not mean that we live in the past. If we want to prepare our kids for the future, we have to make changes that will result in high student achievement.

### **Shared Campus**

Promise Academy #1 currently shares a campus with Hollywood Success School run by Memphis City Schools. The school is in a separate building, but we share heat, electricity, food service, custodial, maintenance, etc. In addition, we work collaboratively on carpools and drop-offs; we conduct fire drills together and other safety drills. Also, we have a playground that is sometimes used by students from Hollywood Success. To date, we have not experienced any major issues sharing a campus.

Given that Promise Academy #2 will begin serving students in kindergarten and will add a grade each year, we recognize that we will have to be respectful of the school that serves the majority of the students. Accordingly, we will work collaboratively with school leadership of the existing school to determine how we will handle pick-up/drop-offs, given our extended hours and extended school year. We will work together to set fire drills, as well as determine lunch and gym schedules. We will also work together to share resources and services as appropriate. We know that flexibility will be essential. We also know that there will be tension at the school as the leadership and teachers of the existing school will be working at a school that will close in six years. We will be sensitive and will work to ease the tension by establishing positive relationships.

Once we serve the majority of the students, we will work collaboratively with the leadership of the existing school to ensure that we are able to implement our academic program as designed. At the same time, we will ensure that our programming and use of space does not inhibit the academic achievement of the students in the existing school.

The only non-negotiable that we have for co-location is that Promise Academy #2 will have a space large enough to hold the entire school population from the inception. As noted above, the community gatherings are a key feature for building school culture; we will need space to accommodate that.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## OPERATIONAL CAPACITY

### **Operations Plan**

#### Services

- (1) Provide, as **Attachment 11**, a description of how the school leadership team will support operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to:
- a. Technology (e-rate vendor plans, managing devices)
  - b. Transportation (required for Phase-In and Full Transformation schools)
  - c. Food service
  - d. Data management
  - e. Facilities maintenance (including Custodial)

#### Facilities

*The ASD's chartering authority derives from its statutory authority to assume the operation of chronically underperforming schools (as defined by the Tennessee Department of Education Priority List). This RFQ is designed to identify qualified operators who can then be matched with appropriate facilities as schools come under ASD's authority. This section solicits information that will help the ASD match operators with appropriate facilities.*

*An applicant may also seek to operate in independent facilities. Regardless of the site, however, an ASD charter school must serve exclusively children who were previously attending or are zoned to attend a school that is on the Priority List.*

**If you are seeking to turn around an existing public school facility as a Phase-In or Full Transformation model (to be identified by ASD), complete Part A.**

**If you intend to identify and operate in an independent facility as a New Start school (not managed by the ASD), complete Part B.**

#### Part A - ASD Facilities

- (1) Describe the basic facilities requirements for accommodating your plan, including number of classrooms, square footage per classroom, classroom types, common areas, overall square footage, and amenities.
- (2) List your ideal specialty classroom options (science labs, art room, computer labs, library/media center, auditorium, athletic rooms, etc.).
- (3) List your ideal administrative/support space (main offices, satellite office, work room/copy room, etc.).
- (4) Identify any other significant facilities needs not already specified (playground, football field, etc.):
- (5) Discuss contingency plans in the event you do not receive your desired facility requests. Please list all non-negotiables with regards to space needs.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### **Basic Facilities Requirements**

Once we have reached the conclusion of our phase-in, we will need the following:

- Four classrooms at each grade level depending on the number of sections per grade level. Our current enrollment plans are for 80/grade level and approximately 20 students/class at 650-750 square feet each.
- Approximately 21,000 square feet overall for regular classroom instruction.
- Special education classrooms as needed. 2-to-3 rooms, depending on need. This may change if Promise Academy #2 has a need for a self-contained classroom for students whose IEP indicates that is necessary. An additional 2,100 square feet would be required.
- Overall, we will need approximately 75,000 square feet.

#### **Ideal Specialty Classroom Options**

- Two computer labs. Since students will need 30 minutes each day in the lab using the school's adaptive educational software, two labs are needed: one for grades K-2 and one for 3-5.

- A cafeteria large enough to hold two grade levels at one time for lunch.
- A gymnasium or large multi-purpose room that is large enough to hold the entire school for morning assembly and other school events.
- A library/media center with Internet capability since the library will be Accelerated Reader ready. A librarian's office and workroom is needed to process books and store valuable equipment.
- An art room with storage for art supplies that must be kept away from young children.
- A music room with storage for musical instruments.
- A room for foreign language or a particular focus.

**Administrative/Support Space**

- Main office with a waiting area and coffee area for guests (this is an important informal gathering place).
- Principal's office and space for the Executive Director to meet onsite as required.
- Instructional coach office
- Administrative offices would require space for SMS and financial secretary. There would also be an office required for the director of parents, students, and community. As the school continues to add grade levels, offices would be required for the social worker, technology support, nurse, tutoring, interventionist, speech and language.
- A teacher work room large enough to hold the entire staff for professional development and data discussions is REQUIRED at the start of the school and continuing through full implementation.

**Other Significant Facilities Needs**

- Outside play space is needed for athletics and large motor development. In addition, Promise Academy #2 will begin each day with an all school meeting. This time is important for setting the culture of the school.

**Contingency Plans**

- We recognize that we may not receive a facility that meets the above requirements. The non-negotiable is the space required to bring the entire school together for building-school-culture gatherings.

Part B - Independent Facilities

*Schools operating in independent facilities may only enroll students who currently attend or are zoned to attend Priority Schools.*

- (1) If you intend to operate a new-start school in an independent facility (not managed by ASD), describe the process for identifying and securing a facility, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc.
- (2) If a facility is not yet identified, please describe the organization's approach to finding a suitable facility. Please include the organization's plans to finance the facility, including:
  - a. Total project cost
  - b. Financing and financing assumptions
  - c. Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc.
- (3) If you currently hold a facility or have an MOU or other proof of intent to provide a facility, please provide proof the commitment as **Attachment 12**. Briefly describe the facility including location, size, and amenities. You may provide, included with **Attachment 12**, up to 10 pages of supporting documents providing details about the facility. Charter school facilities must comply with health and safety requirements (per T.C.A. § 49-13-105). In addition, charter school applicants must be prepared to follow applicable city planning review procedures.
- (4) Describe the organization's capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.
- (5) Explain the organization's plan to maintain the independent facility.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

N/A. Promise Academy #2 is seeking to turn around an existing public school facility as a Phase-In.

### Student Recruitment and Enrollment

ASD charter schools may only enroll students geographically zoned to attend an ASD eligible school (Priority List School). Like all public schools, public charter schools must be open to any such child, regardless of that child's race, gender, citizenship, or need for accommodations or special education services. Thus, recruitment and enrollment practices should demonstrate a commitment to providing all students equal opportunity to attend the school, and help schools avoid even the appearance of creating barriers to entry for eligible students.

- (1) For New Start model schools explain the plan for student recruitment and marketing that will provide equal access to interested ASD students and families. Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. Please note if you plan to focus your student recruitment efforts in specific communities or selected Priority School attendance areas. **If you plan to apply as a Phase-In or Full Transformation model school, please put "n/a."**
- (2) For Phase-In or Full Transformation model schools explain the plan for student and parent engagement in the school turnaround, especially how the school plans to ensure parents and students do not opt out of the new school. Describe how this plan will successfully transition and retain students who currently attend or are zoned to attend the school(s) being replaced. Provide a detailed description of the plan to gain parent and community support. **If you plan to apply as a New Start model school, please put "n/a."**

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### **New Model Start-up**

N/A. We plan to apply as a phase-in model.

#### **Student and Parent Engagement in School Turnaround**

Promise Academy #2 will be a phase-in school; thus, it will replace an existing elementary school within Memphis City Schools. While the exact building and location is yet to be determined, we are confident that we will be able to retain the current student population by making Promise Academy #2 an appealing option for the students and families of the community, as well as students who are not zoned to our school. Promise Academy #2 will implement the following strategies to transition and retain students, and to ensure student and parent investment in the school.

Following is a high-level summary of some of the key features of our engagement plan. For more information about our engagement plan, please see *Parent & Community Involvement and Phase-in/Transformation Planning*. These sections provide additional information describing how the school will proactively engage the parents and families of the school that we will transform.

- **Parent Input Meetings:** We will hold meetings with parents so that they can provide input into the school design (once approved).
- **Community Meetings:** We will invite community members, including parents and students, to attend community meetings during which time we will share information about our school's mission, vision, and academic program.
- **Attendance at Community Events:** We will identify important community events and make sure that Promise Academy #2 has presence at the event.
- **Open Houses:** Promise Academy #1 will host and promote open houses once a month during the school day so that potential parents are able to see the academic program in action. During open houses, Promise Academy #1 parents, student government representatives, and administration will be available to answer questions about the school, program, organization, etc.

- **Mailings:** Promise Academy #2 will conduct a number of mailings prior to the start of the school year to ensure that parents in the targeted area are aware of the changes that will be made at their school and to encourage parents to visit the school.

We are confident that the strategies described here, in *Parent & Community Involvement*, and in *Phase-in/Transformation Planning* will be effective and will allow Promise Academy #2 to transition and retain the students who currently attend or are zoned to attend the school we replace. Our methods will ensure the families and community are informed and aware of what Promise Academy #2 will offer to the parents and families of the North Memphis community.

**Start-Up & Ongoing Operations**

- (1) Provide, as **Attachment 13**, a detailed start-up plan for the school(s), specifying tasks, timelines, and responsible individuals (by name or title). This plan should align with the Start-Up (Year 0) Budget.
- (2) Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.
- (3) Provide, as **Attachment 14**, a list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, property (New Start model only), indemnity, directors and officers, automobile, and other.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Start-up Plan**

Please see Attachment 13 for the detailed start-up plan for our school. The start-up plan includes specific tasks and timelines, in addition to naming the responsible individuals.

**School Plan for Safety and Security**

Promise Academy #2 will ensure that we establish and maintain a teaching and learning environment that promotes wellness, health, and safety. The Principal, supported by the Executive Director and the teaching staff, will be responsible for ensuring that the school is a safe environment for students.

Promise Academy #1 has developed policies in accordance with all applicable healthy and safety laws and regulations of the federal government and the State of Tennessee. Accordingly, Promise Academy #2 will utilize the same policies that address student health and safety. Promise Academy #1 has created a School Emergency Preparedness Plan that we will also use at Promise Academy #2. The School Emergency Preparedness Plan details procedures for numerous emergency situations that may arise at the school. The plan was designed based on the guidelines for providing a safe school environment established by the Tennessee Department of Education and available on its website.<sup>9</sup> During the summer, the Principal will distribute the Plan and provide training to teachers on the Plan. Additionally, we will utilize some staff meetings throughout the school year to provide training on various safety issues, such as how to report suspected child abuse. Finally, all school personnel will be required to take CPR and First Aid courses on a regular basis.

The policies and procedures will establish minimum standards, safeguards, and requirements that are at least equal to those employed by local public schools in assuring the safety and health of our students. They will address all required elements, including the following: fire protection; accident prevention and reporting procedures; indoor air quality plan and asbestos inspections; multi-hazard plan; warning systems; emergency drills (local and community wide including fire; severe weather; earthquake, and bomb threats); emergency closings; traffic safety; traffic and parking controls; safety inspections; first aid, emergency medical care, infection control; student/employee provision of required health records and required immunizations; staff TB clearance and CORI checks; reporting of suspected child abuse/neglect; sexual harassment; and establishment of alcohol/drug/tobacco/violence free environment.

<sup>9</sup> <http://www.tennessee.gov/education/learningsupport/SAVE.shtml#>

Further, Promise Academy #2 will implement the following procedures to ensure that the school facility and property remain safe. We will have secure doors that can be opened by the office staff only. Once visitors have entered the building, they will be required to sign in and get a guest pass so that staff members are easily able to identify visitors who have not been cleared by the office. Additionally, we will have cameras installed both inside and outside of the school at strategic locations to provide a safe and secure environment. We will issue identification badges that will allow entry to our school by authorized school personnel. Also, all classrooms will have locks installed and teachers will be issued classroom specific keys. And as noted earlier, our students will be in a school uniform. This will also allow staff members to easily identify students who should not be in our school.

### **Insurance Coverage**

Please see Attachment 14 for a list of the types of insurance coverage Promise Academy #2 will secure. Additionally, Attachment 14 includes a description of the levels of coverage.

### **Financial Plan**

*For multi-site operators or networks, the Achievement School District requires individual **school** and **network-level** financial budgeting, reporting, and annual audits. Each school's finances must thus be transparent and distinct from the network level.*

- (1) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school, and describe the criteria and procedures for the selection of contractors.
- (2) Describe how you will provide an independent annual audit of both organization-level and school-level financial and administrative operations.
- (3) As **Attachment 15**, present a budget narrative including detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising) and how the organization will meet fundraising goals. No page limit for budget narrative in **Attachment 15**. Include the following:
  - a. Per-Pupil Revenue. Use the figures below in developing your budget assumptions\*.
  - b. Anticipated Funding Sources. Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of commitment for any funds on which the school's core operation depends.
  - c. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
  - d. Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening.
- (4) Describe the annual audit of the financial and administrative operations of the school. Include evidence that the school will adhere to the accounting, auditing, and reporting procedures and requirements that apply to public schools operating in Tennessee.
- (5) Submit, as **Attachment 16**, a detailed budget for the operator at the network level (no template is provided).
- (6) Submit as **Attachment 17** either the completed Financial Plan Workbook (*template provided by the ASD, complete all sheets for all 2014 schools*) for each campus opening in the first year, including revenue and expenditure projections that reflect proposed growth and development needs over time, OR may submit financial forms in the organization's existing format, provided that they accomplish the following:
  - a. Include a separate budget for each school
  - b. Include a back-office budget
  - c. Specify per-pupil management fees
  - d. Incorporate financial implications of facilities plans
  - e. Explicitly detail major assumptions including but not limited to:
    - Student enrollment

- All anticipated funding sources<sup>10</sup>, including:
  - Local, state, and federal per-pupil funding; eligibility levels; and annual increases
  - Other government resources
  - Private fundraising
  - eRate
  - Student fees
- Compensation (school and network/CMO levels), including:
  - Salary table and number of staff by position
  - Yearly pay increases
  - Pension contribution and other benefits
- Line items for each major expense and delineation of assumptions, including:
  - Instructional materials and supplies
  - School equipment and furniture
  - Technology for student and instructional use
  - Professional development
  - Student assessments
  - Student information system
  - Special education services
  - Student activities
  - Contracted services at school and network/CMO levels (audit, I/T, PD, etc.)
  - Rent and utilities
  - Office supplies and equipment
  - Technology for administrative use
  - Fundraising materials and resources (non-staff)
- School start-up costs
- Management fees and any other management compensation
- Facility scenarios
- Capital, contingency, and insurance reserve funds

**PLEASE SELECT THE STATEMENT THAT APPLIES TO YOUR APPLICATION:**

Budgets prepared using the Financial Plan Workbook Template provided by the ASD.

Budgets submitted in different format, we AFFIRM that all of the items above are included.

*In developing your budget, please use the following figures to estimate your per pupil funding. The per pupil estimates include state funding, local funding, and capital outlay. These figures are based on figures from 2012-2013 and should be used for planning purposes only.*

Type of Funding	Davidson County	Hamilton County	Memphis City Schools
Basic Education Program	\$8,861	\$7,117	\$8135
Title I	\$600	\$600	\$600
IDEA*	\$1,250	\$1,250	\$1,250

**Pre-K Funding\*:** \$30,000 per classroom (up to 20 students), subject to change and based on the availability of Voluntary PreK funds from the State. Please see ASD's PreK Funding policy, which aims to evenly distribute limited PreK funds between all schools in the ASD portfolio.

\* The ASD's policy on IDEA and PreK funding is available in the Resources section of Review Room.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

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<sup>10</sup> Note: Both the budget forms and narrative should specify the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of firm commitments, where applicable.



## **Systems and Processes**

The new school will be incorporated into the existing financial management system of Promise Academy that is currently managed by the Executive Director and the Financial Manager. In addition, the new school includes a budget for supplemental bookkeeping service. Promise Academy contracts for an annual audit; for the new school, the existing auditor will likely be utilized.

### Accounts Payable

The financial manager will manage the purchase order and invoice payment process, as well as all direct communication with vendors. Invoices deemed correct and appropriate, based on the adopted budgeted and consultation with the Executive Director, administrators, and department leads, will be submitted to the financial manager for processing. Based on invoice size, different requirements for approvals, as well as supporting quotes or bids, will also be included as supporting documentation. These invoices will be submitted with coding based on the adopted budget and the implemented chart of accounts that conforms to Promise Academy coding requirements. The financial manager will enter the transactions and issue payments, following up with vendors as necessary. In the cases of regular invoices, as well as credit and debit card activity, the school will retain physical copies of all purchase and invoice documentation locally, filed by vendor, for each fiscal year. In the case of payments to independent contractors, the financial manager will collect W-9s from all eligible vendors and complete all the required reporting for vendors to IRS.

### Accounting

The office manager will be responsible for gathering bank statements and deposit information each month and submitting to the finance manager. Based on the adopted budget and the implemented chart of accounts, revenue will be entered by the finance manager. In addition, other financial activity not originating within the accounting system, like for example payroll activity, or input through the accounts payable processing will be entered by the finance manager as necessary.

The financial manager will include maintaining a fixed asset schedule and working with the office manager, ensure all depreciable expenses are being treated properly. In addition, the finance manager will make sure transactions that should be applied to the balance sheet are correctly treated like prior year accrued revenues and expenses, recognition of the principal portion of loan payments. Finally, the financial manager will be responsible for working closely with the independent audit firm selected by the school to make sure it has all the required documentation and schedules developed each year for the audit process.

All financial records will be maintained using generally accepted accounting principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB), Tennessee Comptroller requirements for charter schools, and any other requirements, as outlined in the Tennessee Internal School Uniform Accounting Policy Manual. The fiscal year will be July 1 through June 30. The school will maintain its accounting records within QuickBooks, in its own instance, separate and distinct from Promise Academy.

### Payroll

The financial manager will be responsible for maintaining employee files, including (but not limited to) employment agreements, certifications, credentials, W-4s, I-9s, backgrounds, and other payroll information like salaries, wages, deductions, garnishments, and direct deposit information. On a bi-weekly basis, the financial manager will collect all wage and payment information for a specific pay period and process payroll for the new school in the same manner as being processed for Promise Academy. On a quarterly basis, the financial manager will also be responsible for all of the required tax reporting to IRS and any state agencies. In addition to the standard payroll processing, the financial manager will manage reporting to the local LEA all required payroll information for the purposes of completing TCSR reporting, as well as health insurance reporting.

### Financial Statement Development

Each month, the financial manager and the office manager will be responsible for preparing standard financial statements, including an income statement, balance sheet, statement of net assets, cash flow statement and general ledger. A member of the finance committee reviews the monthly financial statements in detail noting any unusual transactions. Items deemed to be unusual are investigated to determine the validity of the transaction in question. Any unauthorized transactions are reported to the Board of Directors. In addition, the member of the finance committee also prepares a consolidated budget versus actual interim financial report and presents it to the Board of Directors at monthly Board meetings, where material variances are discussed and resolved at the time.

### **Providing an independent audit**

Promise Academy #2 will comply with state law and will contract with an independent, approved certified public accountant or accounting firm to complete an audit of the school's financial information no later than September 30<sup>th</sup>.

### **Budget Narrative**

Please see *Attachment 15* for the budget narrative.

### **Annual Audit**

Each spring, the finance committee will solicit bids for these services, evaluating firms submitting bids for their experience and expertise with charter schools, reputation, and cost. After an audit firm is selected, the firm will present to the board an overview of the audit process, as well as the roles and responsibilities of all involved parties.

When the audit process begins, the Executive Director and the financial manager will make sure that the audit firm has access to all necessary financial information and records as well as non-financial records and documents maintained by the school in advance of actual audit fieldwork. During the course of the audit fieldwork, any other documents requested by the firm will be provided in a timely manner.

After the audit is complete, the Board, along with the Executive Director and financial manager, will review the audit report and management letter. In addition, the audit firm will be asked to present the findings to the Board. Should the audit report or management letter include any findings, including (but not limited to) material weakness or significant deficiencies, the school will address the issues flagged in a formal action plan on how the issues will be resolved. Copies of the final audit report will be forwarded on to the Tennessee Comptroller's office, as well as the Achievement School District.

### **Network Level Budget**

Please find Promise Academy's budget in Attachment 16.

### **Financial Plan Workbook**

Please see Attachment 17 for Promise Academy #2's financial plan workbook.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**