

**Indiana Charter School Board
Charter School Application
for
Cold Spring School
Spring 2025**



Cold Spring School
at Marian University

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Welcome Message from Cody Stipes, Chief Operating Officer of Cold Spring

To the Members of the Indiana Charter School Board Review Committee:

From all of us at Cold Spring School, we want to extend our gratitude for this opportunity to apply for a charter with the Indiana Charter School Board.

Before you review our application, we hope you will take a few moments to watch the Cold Spring Overview Video and our Cold Spring Robotics Video, which are linked below. These videos give you an overview of the great things our students, families, and staff are doing here at Cold Spring School! You can learn more about Cold Spring School by visiting our website at www.myips.org/coldspringindy.

We look forward to engaging with you through this process, and please do not hesitate to reach out if there is anything else you need from our team as you review our application.

In Service to the Cold Spring Family,

Cody Stipes

Chief Operating Officer



Cold Spring Overview Video

Click the link below to view our Cold Spring Overview Video
https://www.youtube.com/watch?v=or_p2vink18

Cold Spring Robotics Video

Click the link below to view our Cold Spring Robotics Video
<https://www.youtube.com/watch?v=noAn-Q-lBeY>

Executive Summary

The Executive Summary should provide a concise overview of the school's mission and vision, the applicant's capacity (governance and leadership) to operate the school, the education model or design, the school's current financial health and past academic performance, and the reason the school is seeking a charter.

Cold Spring School is a K-8 STEM and environmental science school located in Indianapolis, Indiana. We are a choice program partnering with Indianapolis Public Schools as an innovation school. We sit on 39 acres of land on the north end of Marian University's campus and serve as a laboratory school for Marian University. Our 39 acres include woods, a stream, hiking trails, biking trails, and multiple outdoor learning spaces, as well as goats and chickens that students care for—all utilized as part of our environmental science curriculum.

As an innovation school, Cold Spring is governed by Cold Spring School, Inc., a nonprofit, 501(c)(3) organization. Our Board of Directors, composed of dedicated community members with diverse expertise in education, development, and STEM-related careers, provides strong oversight and strategic direction. The Board is responsible for guiding school operations and ensuring alignment with the school's mission, vision, and values. Our Board has always focused its decision-making process on doing what is best for students, families, and staff to ensure we keep a central focus on STEM and the environment. By transitioning to a charter organization, we believe our governance model will be enhanced and provide greater autonomy while maintaining strong accountability measures to ensure ongoing success.

The mission of Cold Spring is to create a learning environment that develops a student's natural curiosity in Science, Technology, Engineering, and Mathematics. Students will acquire 21st-century skills to become global citizens and stewards of the environment. As we have evolved over the years, our focus has become even clearer: Cold Spring exists to inspire a passion for STEM and the environment.

Cold Spring currently has 363 students in grades K-8. Below is our demographic breakdown. Cold Spring is a diverse school community, with students coming from throughout the Indianapolis Public School district and beyond. Approximately 16.5% of our student body resides outside the IPS School District, representing eight different school districts across central Indiana.

Race	Percentage	Sub-Groups	Percentage
African American	42.7%	Female	45.2%
Caucasian	25.9%	Male	54.8%
Hispanic	24.2%	Special Education	13.4%
Multiracial	6.3%	ESL	12.0%
Asian	1.1%	Free/Reduced Lunch	54.6%

In 2016, Cold Spring elected to be the first IPS school to complete the process of becoming an innovation school by choice. We were eager for greater autonomy and freedom to operate as a separate organization from IPS as we wanted to add a STEM focus to our school's curriculum. We utilized the IDOE STEM certification rubric at that time to help establish and build the STEM program at Cold Spring. In 2019, we were honored to be recognized as an IDOE STEM Certified School.

In 2024, Cold Spring was recertified as an IDOE STEM Certified School, which was a great accomplishment for our students, families, and staff. Given the greatly increased rigor and expectation to be a STEM-certified school by the IDOE, it has become an even greater honor to be recognized with this certification.

We are proud of the commitment and trust our parents and community have made in Cold Spring School. Since the end of the 2017-2018 school year, Cold Spring has seen over a 30% increase in our student body, and we have expanded from serving students in grades kindergarten through 6th to now serving students through 8th grade. The expansion and creation of our middle school program allowed all middle school students to have a dedicated math, science, ELA, and social studies teacher, as well as over 10 STEM and environmental science elective offerings.

Not only have we seen a dramatic increase of over 30% in our student body enrollment, but we have also seen huge increases in the demand for our school through the Enroll Indy lottery process. During both the first and second rounds of the 24-25 school year enrollment, Cold Spring had 449 total applications submitted through the Enroll Indy system for families wanting to attend Cold Spring School. This accounted for a 39.9% increase from the previous year. Of the 449 applications, 280 applications had Cold Spring as their top choice, which was a 48.2% increase from the previous year. Finally, 397 applications (88.4% of our total applicants) had Cold Spring listed as one of their top three choices. We have become one of the most in-demand schools within the IPS school district boundary.

At Cold Spring School, our integrated STEM and environmental science curriculum engages students in real-world problem-solving and design thinking across all subjects. Our teachers are not only subject experts but are also dedicated STEM educators, creating interdisciplinary learning experiences that encourage critical thinking and collaboration. We focus on fostering curiosity and creativity through hands-on learning and outdoor education, with our unique 39-acre campus providing a dynamic learning environment. As we evolve into a charter school, we will continue to refine our curriculum, incorporating the latest STEM methodologies and innovations to meet the needs of all students.

As already stated, Cold Spring exists to inspire a passion for STEM and the environment. That vision has led to an award-winning robotics, Project Lead The Way (PLTW), and computer science program. We utilize a design thinking process that develop our students into critical thinkers, and we offer outstanding extra-curricular offerings that include STEM Camp and Junior Robotics. It's also led us to participate in opportunities like International Day of the Girl, CS for Good, and much more.

Cold Spring School has a strong commitment to continuous improvement, which our staff showcases by their regular participation in professional development opportunities. One hundred percent of our elementary teachers are Project Lead the Way (PLTW) certified educators and teach PLTW to their homeroom students. Because 100% of our students interact with PLTW each year and 100% of our staff team is PLTW-certified, we were recognized as a PLTW School of Distinction for both the Launch and Gateway programs during the 21-22 school year and 23-24 school year. In 21-22, Cold Spring was one of 65 schools in Indiana to be a Launch School of Distinction and one of only 14 schools in Indiana to be a Gateway School of Distinction. In 23-24, Cold Spring was one of 117 schools in Indiana to be a Launch School of Distinction and one of only 26 schools in Indiana to be a Gateway School of Distinction.

While we're proud of every piece of our STEM programming at Cold Spring, the "crown jewel" would have to be our competitive robotics program. Spots on our team were so highly sought after that we had to increase the number of teams we field to allow for more participation from our student body. We

now have seven teams competing in both elementary and middle school VEX IQ Robotics, which includes more than 20% of our student body in 4th through 8th grade.

Our teams are also very diverse in terms of gender and race. Sixty-nine percent of our team are minority culture students (approximately 34% African American and 23% Hispanic). In addition, 54% of our teams are male students and 46% are female students. When a Cold Spring team competes at robotics competitions, whether locally or at the Indiana state tournament, our team does not look like the teams we are competing against.

We believe our robotics teams are a proof point for what's possible in urban education because our students are not just competing with their peers—they are outperforming them. For the last seven years, Cold Spring's robotics team has qualified for the VEX Robotics World Championships, taking home six VEX World trophies in the process. During the 20-21 school year, Cold Spring's middle school team made it to the final round of the VEX World Robotics Championships, finishing as one of the top 16 teams in the world and VEX World Division Champions—one of only four teams in the world to hold the distinction that year.

We believe our success in robotics begins in the classroom with our curriculum, instruction, and, perhaps most importantly, our staff. At Cold Spring, we are very upfront and clear with our staff about who we are and what we are about. At the very beginning of our interview process, we share the Cold Spring Philosophy and Cold Spring Beliefs document that outlines our core beliefs and commitments to students, families, and colleagues. The Cold Spring Philosophy focuses on helping students develop a natural curiosity in STEM and becoming global citizenship and stewardship of the environment. We focus on 21st-century skills, literacy, numeracy, design thinking, global thinking, and responsible decision-making.

The Cold Spring Beliefs document lists our non-negotiable commitments that serve as the foundation of our school culture. These core beliefs range from a commitment to a “well-rounded education...that encompasses a strong emphasis in STEM as it pervades in all aspects of life” to our belief “that students must be exposed and actively engaged in rigorous content that allows them the opportunity to productively struggle.” The Philosophy and Beliefs documents set a foundational expectation for staff and any potential staff member to value what Cold Spring aims to accomplish for students and families. The Cold Spring Philosophy and Cold Spring Beliefs are included at the end of our application as Appendix A and Appendix B, respectively.

Cold Spring School, Inc. and the Cold Spring Board have been in existence for over nine years now. In that time, consistency from the administration, staff, and board has been one of the key ingredients for success. Since our founding, Cold Spring has had 24 board members serve for an average of 3.0 years per board member. We have only had three Board Chairs, with our current Board Chair, Katie Castro Jackson, taking over in July 2024. We have never experienced any significant board member turnover and have been fortunate to have a strong and focused Board on doing what is best for students.

Our administrative team has been committed to Cold Spring, as well. Our current Chief Operating Officer, who serves as the chief executive for the organization, Cody Stipes has been at Cold Spring for seven years, serving as principal for four years and the last three years as COO. His predecessor, Carrie Bruns, was at Cold Spring for 11 years and led Cold Spring through the innovation process. She continues to impact our school by now serving on our Board. Our principal, Austin Barcome, has been at Cold Spring for eight years, serving as the dean, assistant principal, and principal for the last two years. Our

assistant principal, Robyn Moore, is in her second year and has quickly established herself as a strong leader in our program.

In addition to the longevity of our administration, Cold Spring has had strong teacher retention. Our yearly overall staff retention rate has been 80% or higher in five of the last seven years and has been 90% or higher in two of the last three years. This level of consistency, from our Board to administration to teaching staff, is a testament to the culture of our school and a sign of overall health as we seek to become a charter organization.

Below, you will find a table that breaks down the Cold Spring student achievement data on ILEARN and IREAD 3 over the last few years.

Cold Spring Achievement Data														
IREAD			ILEARN Math				ILEARN ELA				ILEARN Math & ELA			
21-22	22-23	23-24	20-21	21-22	22-23	23-24	20-21	21-22	22-23	23-24	20-21	21-22	22-23	23-24
61.7%	46.9%	67.4%	8.4%	13.5%	15.9%	27.0%	8.9%	20.8%	19.5%	27.9%	4.0%	9.8%	10.9%	19.1%

In the 2023-2024 school year, Cold Spring achieved a 20.5 percentage point increase in 3rd grade IREAD results, a significant improvement compared to the state's average increase of just 0.6 percentage points. Cold Spring has been fortunate to work with Marian University through the Indiana Literacy Cadre, and we have invested heavily in the Science of Reading. In August 2024, the State Board of Education presented results from Indiana Literacy Cadre schools, and Cold Spring had the 6th highest growth of all literacy cadre schools in the state on the IREAD assessment. This progress reflects our dedication to using data-driven strategies and continuous improvement to meet and exceed academic standards.

Since the 2020-2021 school year, Cold Spring has increased our ILEARN Math achievement by 18.6 percentage points, while the state average has only increased by 1.3 percentage points. Cold Spring has increased our ILEARN ELA achievement by 19.0 percentage points, while the state average has decreased by 0.2 percentage points in that same period. Our consistent academic growth, particularly in literacy and math, demonstrates the effectiveness of our rigorous curriculum and commitment to student achievement. As a charter school, we will have the resources to further accelerate student outcomes and close achievement gaps.

Cold Spring is in a strong financial position, with a current bank balance of \$2,506,931.21 as of February 5, 2025. Our prudent fiscal management and commitment to financial sustainability have allowed us to maintain significant reserves, ensuring stability even during times of financial uncertainty. In FY 2024-25, we project a surplus of \$247,596.00, with 275 days of cash on hand, covering approximately 75% of our annual expenses. Transitioning to charter status will further strengthen our financial health, providing opportunities for reinvestment in instructional resources, technology, and staff development.

Cold Spring School is proud of our students' achievements, but we are also driven by a desire to take our impact to the next level. Becoming a charter organization will grant us the operational flexibility and financial autonomy to expand our innovative educational offerings, attract the best educators, and

provide even more opportunities for our students. As a charter organization, we will invest in our staff with greater professional development opportunities and greater compensation. We will increase our team so that students have access to a foreign language, high school math courses, and a school resource office to provide additional safety on our campus. We believe that becoming a charter organization will enable us to fulfill our mission more effectively and make an even greater difference in the lives of our students and community.

We see the greatest opportunity for growth and impact in the difference Cold Spring would see financially as a charter organization. As an in-LEA innovation school, Cold Spring is funded through the Student Based Allocation (SBA) process decided by IPS. In 24-25, we were budgeted to have an approximately \$50,000 surplus annually. Based on our financial projections with our partners at the Center for Innovative Education Solutions, we are projecting upwards of a \$400,000 surplus annually as an innovation charter organization despite the increased expenses that come with being a charter organization. The ability of our organization to reinvest more than \$400,000 annually in resources for our students, families, and staff has the potential to be a game changer for our school community. This analysis does not include the increased access to grant opportunities that are unavailable to us as an in-LEA innovation school and proposed legislation changes like property tax referendum sharing with charter schools.

As Cold Spring transitions to a charter organization, we remain committed to building upon our strong academic foundation and continuing our trajectory of improvement. To ensure academic excellence, we will maintain our data-driven approach, leveraging state and internal interim assessments to identify areas for growth and implement targeted interventions. Our ongoing professional development will provide teachers with the tools they need to integrate the latest educational practices like the Science of Reading, ensuring that our STEM and environmental science curriculum remains cutting-edge and effective. Additionally, as a charter organization, we will have the ability to expand our curriculum offerings, integrate more advanced technology for students and staff, and provide tailored resources to support diverse student needs, further enhancing the quality of education we provide. Furthermore, we will be able to invest in our staff so that they are among the best-compensated educators in Indiana.

In conclusion, Cold Spring School has demonstrated a remarkable commitment to academic excellence, STEM education, and environmental stewardship, achieving significant growth in student enrollment, academic performance, and community trust. By transitioning to a charter organization, we aim to build on these successes, enhance our operational autonomy, and increase opportunities for innovation and financial sustainability. With a clear focus on continued academic achievement and increased investments in our students and staff, we believe becoming a charter organization will allow us to expand our impact, further improve student outcomes, and inspire a greater passion for STEM and the environment.

Section I: School Overview

School Governance

1. List the school's current board members and provide a brief explanation of the expertise each member brings to the board. Has there been any recent significant board member turnover? How long has the current board chair been in his or her role? Provide, as Attachment 1, resumes for all current board members. Provide, as Attachment 2, a signed Statement of Economic Interest and Conflict of Interest Form (as provided in Exhibit C) for each current board member who is responsible for oversight of the school.

The Cold Spring Board of Directors was established in 2016 and has faithfully stewarded Cold Spring School. Since our inception, our Board has relentlessly focused on doing what is best for students. Our Board members serve three-year terms. Our current Board Chair is Katie Castro Jackson of Wessler Engineering. She is serving her first year as the chair and is the third chair since the Board was formed in 2016. Since our founding, Cold Spring has had 24 board members serve for an average of 3.0 years per board member. We have never experienced any significant board member turnover. The entire list of current board members is in the table below.

Director	Occupation	Started	Notes
Christine Wise	Parent and Director of Meridian Hills Cooperative Nursery School	August 21, 2019	Renewed for a three-year term on August 17, 2022
Dr. Binh Tran	Chief Academic Officer at Marian University	June 8, 2022	Approved for a three-year term on June 8, 2022
Katie Jackson	Wessler Engineering	August 17, 2022	Approved for a three-year term on August 17, 2022
Nick Torres	Vice President of Leadership Giving at Marian University	August 17, 2022	Approved for a three-year term on August 17, 2022
Carrie Bruns	Executive Director of the Indy STEM Alliance, Marian University	November 15, 2023	Approved for a three-year term on November 15, 2023
Bill Petranoff	Retired - Engineer & Former Parent	March 20, 2024	Approved for a three-year term on March 20, 2024

Cold Spring has consistently enjoyed strong representation from our parents and Marian University on our Board. Currently, Cold Spring's Board includes a current parent, Christine Wise, who is a director of a preschool, and a former parent, Bill Petranoff, a retired civil engineer whose children attended Cold Spring in the 1990s. Additionally, we have three Marian University employees represented on our Board: Dr. Binh Tran, the Chief Academic Officer, who also served as the founding Dean of the Witchger School of Engineering; Nick Torres is the Vice President of Leadership Giving; and Carrie Bruns, the

Executive Director of the Indy STEM Alliance at the Center for Vibrant Schools. Carrie Bruns previously served as the Chief Operating Officer and principal of Cold Spring School, where she led the transition to an in-LEA innovation school in 2016. Our Board Chair, Katie Castro Jackson, is an engineer with Wessler Engineering and has been on the board since August 2022. She is in her first year as Board Chair.

In attachment 1, you will find all the resumes of our board members, and in attachment 2, you will find their Statement of Economic Interest and Conflict of Interest Forms.

2. Provide, as Attachment 3, a copy of the board minutes from the last three Board meetings, including the meeting in which the board voted to submit this application.

In attachment 3, one will find a copy of the minutes from the last three sessions of the Cold Spring Board of Directors. They include:

- September 2024
- November 2024
- January 2025
 - This is the meeting where the Board voted to submit the letter of intent for this application.

3. How does the chosen governance model support quality oversight of the school, including monitoring of academic outcomes, financial health, organizational compliance, and school leadership performance? Provide an organizational chart listing governance and operational responsibilities for the organizer and the school(s).

In 2023, Cold Spring School, Inc. worked with a consultant to create our Cold Spring Roles and Responsibilities document that outlined the various roles and responsibilities of the Board, Chief Operating Officer, principal, and assistant principal. The full document can be [found here](#) and is included as Appendix C at the end of our application. This document hits on all the key responsibilities and categories as follows:

- | | |
|---------------------------------|-------------------------------------|
| • HR | • Operations |
| • Academics | • Staff Culture |
| • Special Education & MTSS | • Student Culture |
| • Staff Communication | • Finance & Budgeting |
| • Leadership Team Communication | • Family & Community |
| • Board Communication | • Legal |
| • Development | • IPS Innovation Contract |
| • Facility | • Strategic Planning & Annual Goals |

In addition to the roles and responsibilities outlined in the document above, the Board also receives updates from the school principal at each meeting on academic outcomes and results. Our financial consultants at the Center for Innovative Education Solutions provide an overview of the monthly financial reports at each meeting, and we go through a complete audit from Donovan CPAs annually. Each year, we receive multiple compliance reports from Indianapolis Public Schools, and Cold Spring has been meeting or exceeding standards on 97.2% of all organizational and financial health indicators over the last three years. The only indicator where we were “approaching standard” was addressed the following year and was back to the highest rating the following year. Those reports can be [found at this link](#). Annually, our board reviews the performance evaluation for each school leadership team member.

4. Provide, as Attachment 4, copies of the school's governance documents, including: 1) the organizer's 501(c)(3) Determination Letter from the Internal Revenue Service, Articles of Incorporation, Bylaws, Conflict of Interest, and Code of Ethics policies.

In attachment 4, you will find copies of Cold Spring's 501(c)(3) determination letter from the IRS, our articles of incorporation, our bylaws, and our most recently employee handbook. Our bylaws also include our conflict of interest policy. Our code of ethics can be found in our employee handbook under Business Ethics and Conduct on page 14.

School Management

Describe the school's leadership and management structure. How does this support the school design, as well as effective operations of the school? Has there been any recent significant leadership turnover at the school?

Cold Spring School's top executive is our Chief Operating Officer. Cody Stipes is the current Chief Operating Officer and has held that role since July 2022. Before serving as the COO, Mr. Stipes was the principal of Cold Spring School from July 2018 to June 2022. Mr. Stipes is in his 7th year at Cold Spring School and 10th year as a school administrator. The founding COO of Cold Spring School was Carrie Bruns. Mrs. Bruns was the principal at Cold Spring when the organization became an in-LEA innovation school in 2016. Mrs. Bruns transitioned from Cold Spring in June 2023 and now serves on the Board of Directors. Mrs. Bruns worked at Cold Spring School for 11 years.

Organizationally, the Chief Operating Officer is the head of the Cold Spring School and directly manages the school principal and assistant principal. The COO reports directly to the Board of Directors. The principal of Cold Spring School is AJ Barcome. Mr. Barcome has been with Cold Spring School since August 2017 and has served as the dean and assistant principal before becoming principal in July 2023. Mr. Barcome is in his 8th year at Cold Spring School. The assistant principal of Cold Spring School is Robyn Moore. Ms. Moore began at Cold Spring in 2023 as the dean of academics. After one year, she was promoted to assistant principal. Ms. Moore is in her 2nd year at Cold Spring School.

The Cold Spring Roles and Responsibilities, referenced above and included in Appendix C, show the delineation of responsibilities between the COO, principal, and assistant principal. Since 2016, Cold Spring has experienced minimal leadership transition and, on three different occasions, promoted from within to fill leadership positions. In addition to our strong leadership retention rate, Cold Spring has had an overall yearly staff retention rate of 84.6% or higher in each of the last four years.

As a charter organization, our COO will transition to the role of CEO and our leadership team will expand to include a Chief Operating Officer and a Director of Special Education.

The following two questions apply only to charter schools that contract with an Education Service Provider ("ESP") to manage school operations.

- 1) Explain why the ESP was selected to manage the school. How satisfied is the board with the ESP's performance to date? **NOT APPLICABLE**
- 2) Summarize the primary responsibilities of the ESP and provide, as Attachment 5, a copy of the current executed management contract. **NOT APPLICABLE**

Education Plan/School Design

1) Describe the educational philosophy of the school. Provide an overview of the learning environment, class size and structure, curricula, tools, methods, and instructional strategies used to provide differentiated instruction to meet the needs of all students and that support the school's education plan.

Cold Spring School is a STEM and environmental science school that incorporates STEM philosophical approaches throughout our curriculum. We aim to inspire a passion for STEM and the environment with all our students. With that goal at our core, we empower our students to use the design thinking process to come up with non-linear solutions to solve complex problems. We strive to be an authentic STEM and environmental science school by allowing those themes to permeate all aspects of our curricula from kindergarten through 8th grade. This can be seen in our emphasis on computer science and environmental science as two of our core electives that all students participate in weekly. We also utilize professional development to ensure that the core learning happening in those classes can also be utilized in math, science, ELA, social studies, and social-emotional learning. In addition to computer science and environmental science, our students also have physical education, art, and music every week as part of our electives. Starting in 25-26, we also plan to offer a foreign language course.

Cold Spring believes in small class sizes. We strive to have class sizes of 24 students, and all our classroom furniture was purposefully chosen to encourage group work and collaboration. This is also very important to our teaching methodology. Teachers utilize group work and collaboration and strive to provide students with time for reflection and discussion. You will not find a classroom at Cold Spring where students are at individual desks or experiencing "lecture style" instruction.

As of the 24-25 school year, Cold Spring has 363 students. We have worked with Indianapolis Public Schools to secure two modular classrooms so that we can expand our seats at Cold Spring. With the increased capacity, we plan to expand and serve 432 students over the next few years. Starting in 2025, Cold Spring will have two sections per grade level in kindergarten through 8th grade, with approximately 40-48 students per grade level.

As we expand, we will also be expanding our middle school program. We will be hiring a second middle school math instructor so that our students will eventually have access to Algebra 1 and Geometry for high school credit while at Cold Spring. We also will seek to add a high school English credit and foreign language credit for students. Our middle school students will have six core classes in addition to their middle school elective offerings. Those six core classes include science, social studies, ELA reading, ELA writing, and two math courses. In alignment with our focus as a STEM and environmental science school, over 10 of our middle school electives are focused on STEM or environmental sciences, and we require students to have at least one STEM or environmental science elective course each year.

Cold Spring utilizes Zearn as our math curriculum. Zearn is a top-rated math learning platform that helps kids explore concepts, discover meaning, and make sense of math. It is rich in conceptual understanding of mathematical concepts. Zearn Math is a blended learning program that helps students learn math concepts in the classroom and online. It has built-in intervention, embedded accessibility features, daily diagnostics, video tutorials, and digital bonuses for students. We have utilized this curriculum for the last six years.

Cold Spring utilizes CKLA (Core Knowledge Language Arts) as our ELA curriculum. We transitioned to this curriculum for the 24-25 school year. CKLA is one of the state-approved ELA curricula aligned with the Science of Reading. CKLA uses explicit, systematic foundational skills instruction with a proven knowledge-building sequence. The curriculum incorporates language comprehension and word recognition to create skilled readers. Cold Spring also utilizes UFLI in our younger grades to help support students on their journey to becoming fluent readers.

Finally, Cold Spring utilizes the Project Lead The Way (PLTW) curriculum with all our students. PLTW Launch, the K-5 curriculum, is designed with activities that let students see what they can be and build skills to discover what they can do. Students are immersed in hands-on activities, projects, and problems that build upon each other and relate to the real world. Students experience integrated learning that blends computer science, engineering, biomedical science, and more. Throughout the curriculum, our students apply their math, ELA, and science skills in a cross-curricular approach. All our K-5 teachers are certified PLTW educators.

PLTW Gateway, the 6-8 curriculum, is designed to be more focused and requires even greater training and preparation to implement with students. The Gateway curriculum has 10 units of study ranging from Green Architecture to Flight and Space to Energy and the Environment to Automation. In 24-25, Cold Spring middle school students had the opportunity to access Design and Modeling, Green Architecture, and App Creators. In 2021-2022 and 2023-2024, Cold Spring was a PLTW School of Distinction for the Launch Program (K-5) and Gateway Program (6-8).

Cold Spring has a diverse range of learners and ability levels within our student body. Differentiation is critically important to ensuring that we are meeting the needs of our students. We have a built-in, 45-minute daily intervention block for our students to receive enrichment or remediation instruction that is based on data from our interim assessments. This time allows us to use data-informed instruction to meet students at their level and push them forward. Our teachers also use small group instruction and utilize data to help provide targeted support and interventions to students in their core classes.

2) Describe how the school's curriculum is aligned with Indiana's Academic Standards, integrated across subjects and grade levels served, and how it will enable students to reach proficiency in core subjects.

Cold Spring has a strong commitment to ensuring that all aspects of its curriculum are aligned with Indiana's Academic Standards. To achieve this, we integrate Indiana's standards into our supplemental curriculum materials and ensure all our instructional content is in full alignment with state expectations. In cases where additional resources are utilized, such as crosswalks from Common Core State Standards, we carefully ensure these align directly with Indiana's standards to maintain rigorous and consistent educational practices. This alignment guarantees that every essential standard is addressed in each subject area across all grade levels.

A critical part of our strategy to ensure mastery of core subjects is to ensure that all assessments within our curriculum are specifically aligned with Indiana's Academic Standards and meet the level of rigor necessary. This allows our teachers to monitor student progress and help determine their mastery of key concepts throughout the academic year aligned with our state standards. Furthermore, this allows us to track student performance and adjust instruction as necessary, ensuring that all students stay on track to meet or exceed proficiency in ELA and math.

To further strengthen the alignment of our curriculum and instruction, we utilize a collaborative, data-driven approach to teaching. Our teachers participate in Professional Learning Communities (PLCs), where they collaborate to analyze assessment data, identify trends, and determine the most effective next steps for instruction. This process allows teachers to personalize and adapt their teaching strategies to meet the diverse learning needs of our students. By using this continuous cycle of data collection and collaboration, we ensure that each student receives the support they need to succeed in all areas of their academic development.

In our curriculum, we make use of high-quality instructional resources, such as CKLA for English Language Arts and Zearn for math. Both curricula were carefully selected for their strong alignment with Indiana's Academic Standards, providing rigorous, research-based content that helps students build the foundational skills they need for academic success. CKLA offers a comprehensive, sequential approach to literacy, while Zearn provides a structured, scaffolded method for mastering mathematical concepts. Together, these curricula support our goal of helping all students achieve proficiency in core subjects while fostering a love of learning.

3) Describe any interim assessments (e.g., DIBELS, ClearSight, NWEA MAP, TABE) used by the school to assess student performance and improvement.

Cold Spring utilizes a range of interim assessments to monitor student performance and track progress toward academic growth. These assessments are an integral part of our data-driven approach to instruction, allowing us to measure student proficiency, identify areas of need, and tailor learning strategies accordingly. Specifically, we use iReady for students in grades K-8 and DIBELS for students in grades K-5. Both tools provide comprehensive data that guides our teaching and intervention efforts.

iReady is a key tool in our assessment strategy. It is aligned with state standards, providing valuable insights into student mastery of essential skills in areas such as math and ELA. One of the significant benefits of iReady is its ability to break down student performance at a granular level. The platform generates detailed reports on individual students, highlighting strengths and weaknesses in specific skills. These reports enable teachers to customize their instructional plans, ensuring that each student receives the support they need to make measurable progress. Additionally, iReady offers data-driven, actionable next steps, helping educators create targeted intervention strategies that address students' unique needs.

For early literacy development, DIBELS (Dynamic Indicators of Basic Early Literacy Skills) is used in grades K-5. DIBELS provides a quick, reliable measure of early reading proficiency, assessing students in key areas such as phonemic awareness, fluency, and comprehension. This assessment is especially important in the early grades when foundational reading skills are being developed. The data from DIBELS allows our educators to pinpoint specific literacy gaps and design interventions to address these areas. By using DIBELS regularly, we ensure that students are on track to develop strong reading skills, setting them up for success in later grades.

In addition to assessing student performance, both iReady and DIBELS contribute to our ongoing cycle of instructional improvement. These tools not only help identify individual student needs but also enable the school to track improvement over time. Regular assessment intervals allow us to monitor growth, adjust instructional strategies, and provide targeted support where necessary. This approach ensures

that no student falls behind, as we can make real-time adjustments to instruction based on the data provided by these assessments.

Finally, we are also in the first year of the pilot of the ILEARN Benchmark Assessments. We look forward to continuing these assessments, along with iReady and DIBEL assessments, to ensure that all students receive the necessary support to excel academically. These interim assessments provide a detailed, accurate picture of each student's progress, enabling our teachers to make informed decisions and deliver personalized instruction. Together, they allow us to track improvement, address learning gaps, and foster an environment where every student has the opportunity to succeed.

4) Describe how the school collects, manages, and uses student academic data to refine and improve instruction.

At Cold Spring School, we implement a comprehensive, data-driven approach to monitor and improve student progress and achievement. Throughout the academic year, we utilize a variety of formal and informal assessments, including iReady, DIBELS, and UFLI progress monitoring, to gather critical data on student performance. These tools are aligned with Indiana Academic Standards, allow us to track academic growth in both reading and math, and identify areas where students may need additional support or enrichment. By consistently analyzing this data, we can ensure that our instructional practices remain rigorous and effective in promoting academic mastery.

The data collected from these assessments is used to guide instruction, ensuring that it is both rigorous and responsive to the needs of our students. By analyzing academic performance, teachers can tailor their instruction to address the varying levels of proficiency within their classrooms. For instance, iReady provides detailed reports on student proficiency in foundational skills, DIBELS offers insights into reading fluency, and UFLI has progress monitoring data focused on early literacy. By analyzing this data, we can better differentiate instruction to meet the diverse needs of our learners, offering targeted interventions or enrichment opportunities based on individual student performance. This approach aligns with our belief in academic excellence, where every student is exposed to rigorous content that encourages deep thinking and productive struggle.

Our instructional team regularly meets in Professional Learning Communities (PLCs) to discuss the data and make informed decisions about next steps. These meetings occur twice a week – one dedicated to math and one to reading. During these PLCs, teachers collaborate to analyze student performance, plan instruction, and set goals based on the data. This process is a critical part of our data inquiry approach, allowing teachers to evaluate the effectiveness of their strategies and adjust their teaching methods accordingly.

We also disaggregate academic data to ensure that all students have the support they need to succeed. This analysis helps us identify achievement gaps and implement targeted strategies that are responsive to the needs of different student populations. Whether in reading or math, this careful monitoring allows for timely interventions and adjustments to keep students on track toward mastery.

In both math and ELA, we use the data from iReady, DIBELS, and UFLI to refine our instructional practices. For example, in math, data from iReady helps teachers align lessons with college- and career-readiness standards and Indiana Academic Standards, ensuring students engage with challenging mathematical concepts at a rigorous level. Similarly, in ELA, we use DIBELS and UFLI data to inform

instruction that focuses on critical reading skills, such as fluency, comprehension, and vocabulary development.

Cold Spring’s systematic use of academic data empowers our educators to deliver personalized, differentiated instruction that meets the diverse needs of our students. By consistently using formative assessments like iReady, DIBELS, and UFLI to monitor progress, our educators can deliver personalized, differentiated instruction that meets the unique needs of each student, empowering them to reach their highest potential. This approach to data management and instructional improvement is integral to our aim of fostering academic excellence for all students.

5) Is the board satisfied with the school’s academic outcomes to date? If not, what corrective actions have the board and the school taken to ensure the school is on a positive academic trajectory?

Cold Spring School’s administration and Board believe that all students are capable of success. We have seen great growth in our student achievement data. We are not satisfied with our current results because we are not 100% proficient with all students, but we believe we are on the right track. Over the last four years, we have seen our ILEARN Math achievement increase by 18.6 percentage points, ILEARN ELA achievement increase by 19.0 percentage points, and our combined ILEARN Math and ELA achievement increase by 15.1 percentage points. Over that same period, the state average ILEARN Math achievement has only increased by 1.3 percentage points, ILEARN ELA achievement has decreased by 0.2 percentage points, and the combined ILEARN Math and ELA achievement has increased by 0.6 percentage points.

Cold Spring Achievement Data														
IREAD			ILEARN Math				ILEARN ELA				ILEARN Math & ELA			
21-22	22-23	23-24	20-21	21-22	22-23	23-24	20-21	21-22	22-23	23-24	20-21	21-22	22-23	23-24
61.7%	46.9%	67.4%	8.4%	13.5%	15.9%	27.0%	8.9%	20.8%	19.5%	27.9%	4.0%	9.8%	10.9%	19.1%

In the 2023-2024 school year, Cold Spring achieved a 20.5 percentage point increase in 3rd grade IREAD results, a significant improvement compared to the state’s average increase of just 0.6 percentage points. Cold Spring has been fortunate to work with Marian University through the Indiana Literacy Cadre, and we have invested heavily in the Science of Reading. In August 2024, the State Board of Education presented results from Indiana Literacy Cadre schools, and Cold Spring had the 6th highest growth of all literacy cadre schools in the state on the IREAD assessment. This progress reflects our dedication to using data-driven strategies and continuous improvement to meet and exceed academic standards.

Our commitment to high-quality curriculum materials, the implementation of a high-quality interim assessment tool aligned to Indiana Academic Standards, and an unwavering commitment to drive academic mastery for all students have spurred these changes. We believe that with our unrelenting commitment to these principles, we will continue to see growth in our achievement. We are not satisfied with our results, but we know we are on the right track. As a charter organization, we will have the resources to further accelerate student outcomes and close achievement gaps.

6) If available and/or applicable, provide, as Attachment 6, a copy of, or a link to, the school's performance report or dashboard for the three (3) most recently completed school years. If available and/or applicable, provide, as Attachment 7, a copy of, or a link to, any formal academic review or evaluation conducted by a state or local agency (including a school corporation) or a third party on behalf of a state or local agency within the last three (3) years.

In Attachment 6, Cold Spring has included the last three years of Federal Accountability Report Card Data from 2021-2022, 2022-2023, and 2023-2024. From 2021-2022 to 2023-2024, Cold Spring's overall rating has gone from Does Not Meet Expectation to Approaches Expectation. Additionally, we have seen increases in all school indicators except one (Math Closing Achievement Gaps) during that period. Below is a breakdown of the growth in achievement as measured on the Federal Accountability Report Card over the last three years.

Cold Spring Federal Accountability Report Card Data from 2021-2022 to 2023-2024					
Overall Summary Comparison	2021-2022		2023-2024		Net
Indicators	Points	Rating	Points	Rating	Change
ELA Academic Achievement	26.33	Does Not Meet Expectation	37.8	Approaches Expectation	+11.47
Math Academic Achievement	16.47	Does Not Meet Expectation	37.13	Approaches Expectation	+20.66
ELA Academic Progress	36.7	Does Not Meet Expectation	55.31	Approaches Expectation	+18.61
Math Academic Progress	24.07	Does Not Meet Expectation	38.14	Approaches Expectation	+14.07
ELA Closing Achievement Gaps	20.22	Does Not Meet Expectation	34.81	Does Not Meet Expectation	+14.59
Math Closing Achievement Gaps	16.22	Does Not Meet Expectation	9.46	Does Not Meet Expectation	-6.76
Progress in Achieving English Language Proficiency	48.13	Approaches Expectation	55.34	Meets Expectation	+7.21
Addressing Chronic Absenteeism	51.3	Does Not Meet Expectation	72.72	Approaches Expectation	+21.42
Subgroup Ratings	2021-2022		2023-2024		Net
Subgroup	Points	Rating	Points	Rating	Change
American Indian/Alaskan Native	0	No Rating	0	No Rating	0
Black	20	Does Not Meet Expectation	24.24	Does Not Meet Expectation	+4.24

Multiracial	60.5	Does Not Meet Expectation	87	Meets Expectation	+26.5
White	58.01	Approaches Expectation	76.47	Meets Expectation	+18.46
Free/Reduced Lunch	22.08	Does Not Meet Expectation	38.62	Does Not Meet Expectation	+16.54
Asian	0	No Rating	0	No Rating	0
Hispanic Ethnicity	31.01	Does Not Meet Expectation	51.35	Approaches Expectation	+20.34
Native Hawaiian or Pacific Islander	0	No Rating	0	No Rating	0
English Language Learner	37.24	Does Not Meet Expectation	37.89	Does Not Meet Expectation	+0.65
Special Education	14.07	Does Not Meet Expectation	24.14	Does Not Meet Expectation	+10.07
Academic Achievement Indicators	2021-2022		2023-2024		Net
Subject Area	Pass Rate	Participation	Pass Rate	Participation	Change
ELA (3-8)	19.50%	99.50%	28%	99.10%	+8.50%
Mathematics (3-8)	12.20%	99.50%	27.50%	99.10%	+15.30%
Academic Progress Indicators	2021-2022		2023-2024		Net
Adequate Growth Rate	Adequate Growth Rate		Adequate Growth Rate		Change
ELA (4-8) Overall	27.80%		41.90%		+14.10%
Mathematics (4-8) Overall	16.60%		26.30%		+9.70%
ELA (4-8) Bottom 25%	11.10%		20.00%		+8.90%
Mathematics (4-8) Bottom 25%	8.60%		2.50%		-6.10%
ELA (4-8) Top 75%	33.00%		48.80%		+15.80%
Mathematics (4-8) Top 75%	19.00%		33.90%		+14.90%

Progress in Achieving English Language Proficiency	2021-2022	2023-2024	Change
Met Goal or Achieved Proficiency (K-8)	32.30%	36.70%	+4.40%
Addressing Chronic Absenteeism	2021-2022	2023-2024	Change
Model Attendance Rate (K-8)	42.40%	60.10%	+17.70%

In Attachment 7, Cold Spring has included our 2022-2023 Academic Framework Report conducted by Indianapolis Public Schools. This is the only academic report we have received from Indianapolis Public Schools in the last three years. IPS introduced the Academic Framework Report for the 2022-2023 school year, and we have not yet received this report for the 2023-2024 school year. This academic report examines ELA and math proficiency and growth on ILEARN, IREAD 3 achievement, chronic absenteeism, and suspension data. Each of these indicators compares Cold Spring School to all the direct managed schools in Indianapolis Public Schools.

7) Describe the culture of the school and how this culture promotes a positive academic environment and reinforces student intellectual and social development.

The culture at Cold Spring is centered on fostering a supportive and inclusive environment where both academic and social growth are equally prioritized. The school emphasizes the importance of collaboration, respect, and responsibility, which informs every aspect of the learning experience. Teachers, staff, and students work together as a community, building strong relationships that support intellectual curiosity and personal development.

The school promotes a positive academic environment by maintaining high expectations for all students while also providing the necessary resources and support to help them succeed. This includes differentiated instruction and regular assessments to ensure that each student's individual needs are met. The staff actively encourages a growth mindset, helping students see challenges as opportunities for learning and development.

Socially, Cold Spring places a strong emphasis on creating an inclusive and safe space for all students. Programs that promote respect, empathy, and teamwork are embedded in the school culture, reinforcing positive behaviors and healthy relationships. We partner with organizations like Girls Inc, a leadership organization that looks to inspire girls to meet their full potential, and utilize PATHS, our school wide social emotional curriculum, to promote emotional and social competencies in all students. Through both structured lessons and informal interactions, students learn critical social skills such as communication, conflict resolution, and collaboration. Additionally, we utilize our school social worker and school counselor to meet the needs of students, and we have a license therapist through the Community Health Network to provide more extensive support and therapy for our students.

Ultimately, the school's culture is one of care, inclusivity, and high expectations, ensuring that students not only excel academically but also grow into well-rounded, confident individuals. This holistic approach to education helps students build the intellectual and social skills necessary for success both inside and outside the classroom.

8) Describe how the school serves students with special needs, including but not limited to those with IEPs, students with Section 504 plans, English learners, students identified as intellectually gifted, and students at risk of academic failure or dropping out.

At Cold Spring School, we are deeply committed to ensuring that all students, including those with special needs, receive the support and resources they need to succeed academically. We believe that all students—regardless of their abilities—are capable of success. This belief is reflected in our academic and behavioral expectations, which are of the highest standard for every student. We strive to create a learning environment where all students can thrive and succeed, irrespective of their learning needs.

We have a team of dedicated staff members who specialize in supporting our students with special needs. Currently, 13.4% of Cold Spring students receive special education services. Our special education team consists of three teachers and a special education assistant who ensure that students' IEPs are implemented with fidelity. Special education teachers serve as the Teacher of Record for students with IEPs and work closely with families and general education teachers to guarantee that accommodations and modifications are effectively integrated into the classroom. Our special education teachers develop differentiated instruction to meet the diverse needs of students at their level. We also utilize collaborative teaching methods, where special education teachers work alongside general education teachers in a "push-in" model, so students are engaging with grade level content and their general education peers inside the classroom. Finally, as needed, we develop and implement individualized behavioral intervention supports to help students manage behavior challenges so that they can succeed academically.

Similarly, our ESL teacher and bilingual assistant support English learners, ensuring that their Individualized Learning Plans (ILPs) are being followed and that students are receiving the language and academic support they need to succeed. Currently, 12% of our students receive ESL services. Our ESL staff members provide lessons and support in language development for our ESL students. Similarly to our special education teachers, our ESL staff provide differentiated instruction to our students at their level utilizing data. They also scaffold instruction inside the classroom so that ESL students have greater access to the grade level curriculum. Our special education and ESL student populations have remained steady over the last several years.

To support students at risk of academic failure or dropping out, Cold Spring uses an early warning system to identify students who may be struggling through our Multi-Tier Student Support (MTSS) process. Based on data and teacher input, we provide targeted interventions, such as additional tutoring, 1-1 or small group interventions, and/or emotional support through our school counselor and social worker. Our staff works closely with students and their families to address both academic and non-academic barriers to success. This holistic approach, supported by regular communication with families and our team, ensures that at-risk students remain engaged and have the resources they need to stay on track.

Gifted and talented students are supported through differentiated instruction in the general education classroom. Our teachers receive ongoing professional development on best practices for addressing the needs of gifted learners, ensuring that these students are challenged and engaged at their own level. We believe that gifted students need deeper learning opportunities rather than just more work. While many of our gifted students qualify for the high-ability program in Indianapolis Public Schools, most students and their families choose to remain at Cold Spring due to the dynamic learning experiences we provide.

Collaboration among staff is key to serving students with special needs. Our general education and special education teachers work together to meet the needs of students with disabilities in the classroom and in small group pullout support. This collaboration allows for seamless integration of accommodations and supports into daily lessons. Our ESL team also collaborate with general education teachers to provide language support in the classroom. Teachers work together during PLCs to ensure that all students, regardless of need, receive the support and enrichment they require.

Finally, progress monitoring is integral to our approach. We regularly assess student progress through formal and informal assessments, including benchmarks, observations, and student work. This data is used to inform instruction and adjust interventions to ensure that all students receive the support they need to reach their full potential. We value every student in our community and ensure that all students, regardless of their needs, have access to a high-quality, inclusive education that prepares them for success in school and beyond.

Organization and Compliance

1) Is the school currently facing any major operational or organizational challenges, including, but not limited to, problems with facilities, transportation, technology, staffing, enrollment, state or federal funding, etc.? If yes, briefly describe the board's plan to address these challenges.

Cold Spring School is not currently facing any major operational or organizational challenges.

2) Provide a brief description of the history of the school's compliance with applicable laws (e.g., state and federal reporting, special education, etc.).

Cold Spring School has always complied with applicable law. We have had a 100% on-time submission of all state and federal reports that we provide to Indianapolis Public Schools, and we have not had any substantiated complaints against the school to our knowledge.

3) Identify any current or past litigation, including arbitration proceedings, involving the charter school. Provide, as Attachment 8, copies of: (a) complaints, (b) any responses to complaints, and (c) the results of any arbitration or litigation.

Since 2016, Cold Spring has only had one lawsuit filed against the school. The lawsuit stemmed from an accident that occurred in February 2024. The school's insurance provider is handling the situation, and the case is still pending resolution. In Attachment 8, you will find all the requested documents regarding this situation.

4) Provide, as Attachment 9, a single complete Statement of Assurances form, attached hereto as Exhibit D, signed by an authorized representative of the applicant group.

In attachment 9, you will find the complete Statement of Assurances form for Cold Spring School.

Section II: School Finance

1) Provide, as Attachment 10, a detailed 5-Year Pro-Forma Budget for the school by completing ICSB's Budget Projections Workbook.

In attachment 10, you will find the completed 5-year pro-forma budget for Cold Spring School.

2) Provide, as Attachment 11, a detailed budget narrative that provides a high-level summary of the budget. The budget narrative should clearly describe assumptions and revenue estimates, including but not limited to the basis for per-pupil Revenue projections, staffing levels, facilities expenses, and technology costs. The narrative should also address any financial issues previously identified by its current authorizer. The narrative should specifically address:

In attachment 11, you will find the detailed budget narrative for Cold Spring School.

Section III: Portfolio Review and Performance Record

1) Provide, as Attachment 12, a completed Academic Performance Workbook.

In attachment 12, you will find Cold Spring's completed Academic Performance Workbook.

2) List all performance deficiencies or compliance violations that have led to formal intervention by the Indiana Department of Education, the State Board of Education, a school corporation, or other state or local entity with oversight over the school in the last three years, and how such deficiencies or violations were resolved.

Cold Spring School has not had any performance deficiencies or compliance violations by any organization, including the Indiana Department of Education, the State Board of Education, Indianapolis Public Schools, or any other state or local entity, in the last three years.

Appendix A: Cold Spring Philosophy

Cold Spring Philosophy

Cold Spring School



Mission Statement

The mission of Cold Spring School is to create a learning environment that develops student's natural curiosity in Science, Technology, Engineering, and Mathematics. Students will acquire 21st century skills to become global citizens and stewards of the environment.

Natural Curiosity in STEM

Learner Aim	Description	Indicators
21st Century Skills	Exposure, experience to explore, and opportunities to master 21 st century skills	<ul style="list-style-type: none"> Students attend Environmental Science and Computer Science class each week Students participate in a daily STEM Club based on PLTW curriculum Technology will be integrated into 25% of lessons
Literacy and Communication	Ability to read, understand, and process both written and verbal language in a variety of mediums	<ul style="list-style-type: none"> Students are engaged in appropriate grade level text Students respond to comprehension questions in both verbal & written responses Students are engaging in a variety of mediums (Non-Fiction, Fiction, ect.) Students are citing text evidence in verbal and written responses
Numeracy	Ability to understand and work with numbers to solve real-world problems	<ul style="list-style-type: none"> Students will gain a conceptual understanding of mathematics using models, manipulatives, and other hands-on methods to represent thinking Students will apply knowledge of numbers in a variety of familiar and unfamiliar situations

Global Citizens & Stewards of the Environment

Learner Aim	Description	Indicators
Design Thinking	The cognitive process from which design concepts emerge	<ul style="list-style-type: none"> Students will incorporate the PLTW design thinking process (Ask, Explore, Model, Evaluate, Explain) Students participate in hands-on learning
Thinking Global	Value diversity and harbor the ability to work with other people	<ul style="list-style-type: none"> Curriculum is global-focused Connecting local context with a global perspective
Responsible Decisions	Ability to internalize, react to, and process the feelings of others in a thoughtful way	<ul style="list-style-type: none"> Students will complete a culminating project based on a perceived need in their world Students will participate in community service Students will maintain our local garden to experience recycling, composting, and reducing our footprint on the environment

Appendix B: Cold Spring Beliefs

Cold Spring Belief Statements

Cold Spring School



Cold Spring Core Beliefs	Key Actions That Support Our Beliefs
<p>We believe that with high behavioral and academic expectations, all students can and will be successful.</p>	<p>We believe in positive behavior intervention supports. All teachers use LiveSchool to record student data so that all staff can continually use and monitoring student data for equity and improving practices across the building.</p> <p>Classroom Management/School Wide Management System</p> <ul style="list-style-type: none"> • Our staff creates classroom expectations that are visible and consistent for students. • Our staff models and practices routines and procedures with students. • Our staff implement school wide management systems with fidelity across all grade levels.
<p>We believe in a well-rounded education that attends to the social/emotional development of students and encompasses strong emphasis in STEM as it pervades in all aspects of life.</p>	<p>Every student engages in the Project Lead the Way curriculum on a weekly basis.</p> <p>In addition to math, ELA, science and social studies, our students engage in PATHS, a social emotional learning curriculum, daily. The concepts of PATHS permeate throughout the day, regardless of subject area or time of day.</p>
<p>We believe in the importance of physical activity and learning through playing.</p>	<p>All students receive 30 minutes of uninterrupted recess each day.</p> <p>Recess is not used as a consequence for students misbehavior.</p>
<p>We believe that our students should not only learn about the environment but also from the environment through intentional exploration and research.</p>	<p>Classes are outside at least once a week learning from the environment. Environmental lessons are integrated throughout the academic curriculum.</p>
<p>We believe in a culture of continuous development, both for our students and staff.</p>	<p>All staff engage in whole group learning (Staff Meetings/PD), small group learning (PLCs), and individual learning (1-1 coaching sessions). Feedback is used to drive reteach and overall development.</p>

<p>We believe that students must be exposed and actively engaged in rigorous content that allows them the opportunity to productively struggle while developing a conceptual understanding of the content.</p>	<p>Standards drive our work. Grade level standards are taught to all students with appropriate scaffolding as needed. We utilize Zearn as our math curriculum, CKLA Reading as our ELA curriculum, and additional high quality materials for social studies and science.</p> <p>Every student has a 45 minute intervention session each day with either their grade level teacher or one of our full time intervention teachers. This time is dedicated to meeting our students where they are, based on data, with targeted intervention to enrich or remediate.</p> <p>Interim assessments are administered three times per year in order to progress monitor student and staff outcome.</p>
<p>We believe in the importance of establishing strong school and community relationships.</p>	<p>We maintain a group of high quality and engaged partners and utilize our partnerships through school events and additional opportunities for students.</p>
<p>We believe in a collaborative partnership with our parents and families that allows for ongoing communication and interaction.</p>	<p>In addition to weekly academic progress notification, all teachers make contact with families/guardians monthly by phone call or in person.</p> <p>Each staff member plans and organizes at least two families nights per year.</p>
<p>We believe in a strong and inclusive adult culture that supports teachers and staff by actively engaging in the development and facilitation of systems, committees and procedures.</p>	<p>Each staff member actively participates in at least one committee and provides ongoing feedback and suggestions to systems and protocol that is in support of our core beliefs.</p>

Appendix C: Cold Spring Roles and Responsibilities

Cold Spring School Leadership Team Responsibility Breakdown

Responsibility / Category	Board	COO	Principal	Assistant Principal
HR	<ul style="list-style-type: none"> • Approves Org chart as it is associated with the annual budget • Hires/fires & oversight of COO • May provide support and input for key LT hires like Principal 	<ul style="list-style-type: none"> • Oversees hiring, provides support & feedback. • Final decision maker for all staff hiring & firing • Creates org chart with input from other LT • Responsible for hiring Principal, AP, & key admin/ direct reports • Communicates key staffing updates to Board • Works directly with HR company issuing payroll, any personnel issues • Drafts offer letters, finalizes salaries • Approves of PIPs with Principal support • Final approval for PIPs & for removing from PIPs • Responsible for whole school policies, procedures, Staff Handbook with input from Principal • May intervene in high stakes moments • Participates in LT interviews • May participate in key instructional staff final round interviews • Directly coaches Principal and honestly shares growth areas & strengths to support that growth • Makes updates to evaluation process & documents • Creates & communicates PIPs for Principal 	<ul style="list-style-type: none"> • Responsible for fully staffed instructional team • Leads interviews for instructional staff & recommends hires • Executes PIPs for instructional staff with AP support • Communicates schedule changes to staff for PTO • Handles hiring through offer; offer letter made by COO • Issues disciplinary action with COO notification • Approves PTO for instructional staff • Runs clear evaluations of instructional team • Works closely with COO in hiring key LT members such as AP, Instructional Coach, Culture & Climate Dir., etc. 	<ul style="list-style-type: none"> • Supports Principal in interviewing & hiring instructional staff • Supports Principal in managing instructional staff • Supports Principal in evaluating instructional staff • Issues disciplinary action with Principal & COO notification.

<p>Academics</p>	<ul style="list-style-type: none"> Reviews academics quarterly 	<ul style="list-style-type: none"> Final decision maker on curriculum, calendar, assessments with substantial input from Principal Oversight on instructional staff PD & coaching; provides guidance & thought partnering Review & final approval for all instructional staff evaluations Thought Partnering & support of Principal in Academic Academic walkthroughs, data collection & analysis & reporting to stakeholders 	<ul style="list-style-type: none"> Responsible for CSS's academic performance Recommends curriculum & instructional materials Recommends assessment calendar/schedule Responsible for instructional staff performance Responsible for instructional staff coaching, feedback, PD & evaluations Manages all teachers, either directly or through AP Create & delivers Academic report to Board Closely tracks school academic performance Directly addresses any academic gaps 	<ul style="list-style-type: none"> Supports Principal in all aspects of instruction including curricular choices, instructional support, coaching, planning & executing PD, drafting evaluations, etc.
<p>Special Education & MTSS</p>	<ul style="list-style-type: none"> Monthly, reviews special education reports Oversight that there exists a clear MTSS process, IEP & 504 process, and appropriate schedules and staffing for IEPs and 504s to be compliant. 	<ul style="list-style-type: none"> Responsible for special education compliance. Oversight of MTSS process, IEP process & compliance, scheduling of IEP & 504 minutes, hiring of proper staffing for IEPs & 504s Ensures families understand structure of special education within CSS & relationship with IPS 	<ul style="list-style-type: none"> Oversight of MTSS execution from qualification/referral to IEP writing Oversight of MTSS process with Tier 2 & 3 services & data collection Oversight of AP who runs MTSS process, IEP process & compliance, scheduling of IEP & 504 minutes, hiring of proper staffing for IEPs & 504s 	<ul style="list-style-type: none"> May be responsible for monthly special education reports that monitor IEPs or 504s in process, IEPs or 504s up for renewal, minute compliance, etc. May be responsible for coaching & managing paraprofessionals/ Instructional Assistants Executes MTSS process with Tier 2 & 3 services & data collections Supervises IEPs and 504s Primary contact for IPS special education director/coordinator Responsible for drafting special education schedules

				<ul style="list-style-type: none"> Responsible for class rosters that include careful placement of students with IEPs and 504s Responsible for hiring special education team members from SLP to special ed teachers Point person for family communication regarding IEPs & 504s
Staff Communication	<ul style="list-style-type: none"> Communication with staff regarding any major happenings or events, such as COO changes 	<ul style="list-style-type: none"> Creates & manages template for weekly staff email Holds bi-annual step-backs to review annual goals Oversight of CSS's meeting matrix; ensures necessary meetings are being held with agendas, tracking, etc. 	<ul style="list-style-type: none"> Manages weekly PD for instructional staff Responsible for instructional staff communication regarding school culture, scheduling, Responsible for full-staff meetings Sends daily staff emails Manages all instructional meetings Communicates all school-day schedules & changes to staff & families Finalizes & sends weekly staff email 	<ul style="list-style-type: none"> May be responsible for certain staff team huddles, emails, at direction of Principal weekly staff email
LT Communication	<ul style="list-style-type: none"> Oversight that Ensures proper goal setting & 1:1 meetings are happening 	<ul style="list-style-type: none"> Holds regular LT meeting to communicate updates, align on goals & vision & action steps. Has weekly 1:1 with Principal focused on goals, metrics, action steps & coaching against goals Creates flow of cascading communication from COO to all staff. Ensures all staff have direct managers that are holding regular 1:1 check-ins with agendas, goal check-ins with data & metrics, coaching support, relationship building 	<ul style="list-style-type: none"> Has weekly 1:1 with direct reports; AP, Instructional Coach, focused on goals, metrics, action steps & coaching to grow against set goals Manages Instructional LT with Instructional coach, AP, runs weekly instructional meeting to review data & set next steps. Holds Monthly Team Lead meetings to train teachers leaders & communicate instructional choices, changes, etc. 	

Board Communication	<ul style="list-style-type: none"> Oversees agreed upon metrics to ensure school is financially, culturally, & academically sound & meeting goals 	<ul style="list-style-type: none"> Sends bi-monthly update email to Board Manages Board meetings, including ensuring all reports are reviewed prior to meeting 	<ul style="list-style-type: none"> Principal provides academic report during Board meetings, including agreed upon academic metrics Principal provides Culture & Climate report for Board meetings 	<ul style="list-style-type: none"> May attend & support Principal in Academic Report at Board Meetings
Development	<ul style="list-style-type: none"> Board is responsible for annual fundraising goals & supporting fundraising efforts 	<ul style="list-style-type: none"> Responsible for fundraising & primary point-person for development work Coordinates outside partnerships Responsible for securing grants 	<ul style="list-style-type: none"> Attends CSS development events Participates in tours/interviews for grants. 	
Facility	<ul style="list-style-type: none"> Receives quarterly building maintenance reports Ensures budget includes short & long term building maintenance needs 	<ul style="list-style-type: none"> Responsible for oversight & maintenance of facility, including communication to IPS Reports facility Conducts facility walkthroughs & maintains short & long-term campus maintenance lists 	<ul style="list-style-type: none"> Responsible for classroom & hallway contents that reflect school culture & academics Manages instructional staff content in building Ensures instructional staff have materials & environments they need for 	
Operations	<ul style="list-style-type: none"> Monitors through updates COO 	<ul style="list-style-type: none"> Oversight of all operations Oversight of school schedule Operations walkthroughs & data collection & analysis Monitors systems with systems checks, walkthroughs, and rubrics Responsible for whole-school systems creation & oversight Communicates with IPS re: building & facility Oversees contracts & bidding processes Provides systems feedback & support to Principal 	<ul style="list-style-type: none"> Creates daily school schedule Responsible for any instructional staff coverage Awareness of school operations, systems, procedures, staffing Communication with front office re: family communication Communication with ops re: set-up for events Communication with ops re: cleanliness Executes whole-school systems such as entry, dismissal, lunch with COO support 	<ul style="list-style-type: none"> Supports execution & monitoring of school-wide systems Oversight of environment & communication with Principal re needs

Family & Community	<ul style="list-style-type: none"> Attends school & community events Known to community & families 	<ul style="list-style-type: none"> COO monitors family & community communication & supports Front Office and Principal in analyzing & adjusting Sets communication cadence & format & may send one-off communications Ensures 100% enrollment working closely with administrative team Solicits family and community input Monitors family satisfaction through surveys Point person for outside organizations, donors, whole school staff. Known by all families & students 	<ul style="list-style-type: none"> Point person for family communication & works with Front Office on routine communication. One-off communications sent with COO oversight Weekly school email sent out to families Manages FO Manager/Admin. Associate in all family, student file, matters. Supports enrollment efforts Point person for family meetings for academics, discipline, etc. Point person for families & instructional staff; known to all families & students Attends & leads school events on school grounds 	<ul style="list-style-type: none"> Attends school events Known to students & families May be point person for certain family communications/meetings as delegated
Legal	<ul style="list-style-type: none"> Board supports the COO in any legal matters 	<ul style="list-style-type: none"> COO works with Board on any legal matters COO reports legal matters to Board immediately 	<ul style="list-style-type: none"> Reports any legal matters to COO immediately 	<ul style="list-style-type: none"> Reports any legal matters to COO immediately
IPS Innovation Contract	<ul style="list-style-type: none"> Board monitors IPS communication; may create ad hoc committee to provide chartering oversight & works with COO 	<ul style="list-style-type: none"> COO works with Board re-chartering committee & DOO on all re-chartering Manages IPS Innovation contract compliance 	<ul style="list-style-type: none"> Aware of IPS Innovation Contract requirements 	<ul style="list-style-type: none"> Aware of IPS Innovation Contract requirements
Strategic Planning & Annual Goals	<ul style="list-style-type: none"> Ensures school has 5 year strategic plan with annual goals & key benchmarks it is executing against Monitors strategic plan & annual goals via agreed upon metrics 	<ul style="list-style-type: none"> COO works with the Board to create & execute against 5 year strategic plan COO sets annual goals with Board approval COO Reports out on annual strategic plan goals & benchmarks 	<ul style="list-style-type: none"> Supports COO in creation of academic goals for annual goals & strategic plan goals 	<ul style="list-style-type: none"> Aware of all annual & strategic plan goals Executing against Annual Goals

Attachment 1: Board Member Resumes



Cold Spring School
at Marian University

Carrie Bruns

Experienced School Leader, COO and Educator

Professional Summary

As a dynamic and results-oriented education leader, I bring proven expertise in transforming educational institutions, fostering innovative learning environments, and managing all aspects of school operations. With a focus on academic excellence, strategic partnerships, and resource management, I have demonstrated success in leading schools through significant transitions, managing multimillion-dollar budgets, and securing funding through grants. I am committed to empowering teams, implementing strategic initiatives, and advancing student success through innovation.

Core Competencies

- School Transformation & Innovation
- Strategic Partnerships & Stakeholder Engagement
- Budget Management & Resource Allocation
- Curriculum Development & Academic Oversight
- Leadership Development & Staff Empowerment
- Grant Writing & Operational Excellence
- Project Management & Operational Excellence
- Culturally Competent School Leadership
- Board Governance & Management
- Communication & Problem Solving

Career Highlights

- **Led the successful transformation of Cold Spring School** from a district-run institution to an **Innovation School**, establishing a **501c3** and negotiating a **new contract** with the school district, setting the foundation for autonomy and innovative practices.
- Spearheaded a **partnership with Marian University**, creating a **Lab School** to integrate real-world learning experiences for students, enhancing their academic journey and bridging the gap between theoretical knowledge and practical application.
- **Led the STEM Certification process** for Cold Spring School, successfully securing **IDOE Certification**, underscoring the school's commitment to high standards of science, technology, engineering, and math education.
- **Achieved PLTW Distinguished School status** for both **Launch** and **Gateway** programs, recognizing excellence in providing high-quality Project Lead the Way programming that inspires students in STEM fields.
- Coordinated a **high-profile visit by the U.S. Secretary of Education**, showcasing the school's innovative model, which was featured in a **60 Minute segment** highlighting the success of Innovation Schools and the impact on student learning outcomes.

Professional Experience

Marian University | Center for Vibrant Schools

Executive Director of the Indy STEM Alliance | August 2024-Current

Literacy Cadre Project Manager | July 2023-July 2024

- **Stakeholder Collaboration:** Worked closely with educators and community organizations to foster a collaborative approach to improving literacy outcomes.
- **Curriculum Integration:** Helped schools integrate evidence-based literacy strategies into school curriculum.
- **School Supports:** Developed Collaboration Network plans for educator professional development, securing guest speakers and organizing materials.
- **Leadership & Strategy:** Directed the strategic vision of the Indy STEM Alliance, promoting collaboration among local businesses, schools, and community organizations to support STEM education and workforce development.
- **Advocacy & Public Relations:** Represented the Indy STEM Alliance in local, regional, and national forums.

Cold Spring School

Director of Transitions | August 2022-June 2023

Chief Operating Officer | July 2018-July 2022

Principal | July 2012-June 2018

- **Operational Management:** Led day-to-day operations, ensuring efficient school functioning, including scheduling, staffing, and resource allocation.
- **Leadership & Team Development:** Build and mentored a diverse administrative team, ensuring smooth transitions during leadership changes and fostering a collaborative school culture.
- **Stakeholder Communication:** Regularly communicated with parents, teachers, and community stakeholders to maintain transparency and ensure alignment with school goals.
- **Curriculum & Instruction Oversight:** Managed curriculum development and instructional strategies for K-8, aligning them with state standards while incorporating innovative teaching practices.
- **Crisis Management:** Effectively handled emergency situations, implementing school-wide procedures and ensuring safety protocols were followed.
- **Facilities Management:** Supervised maintenance and improvements for the school's physical facilities, ensuring a safe and conducive learning environment.

Indianapolis Public Schools

Assistant Principal (IPS #54) | August 2011-June 2012

K-3 Instructional Coach | October 2006-July 2011

Classroom Teacher | August 1998-2004

- **Teacher Support & Professional Development:** Worked closely with classroom teachers to provide ongoing support, coaching, and professional development tailored to improving instruction.
- **Data-Driven Instruction:** Led the collection and analysis of student performance data, using the results to drive instructional decisions and enhance student outcomes.
- **Family & Community Engagement:** Acted as the primary liaison for families, engaging with them to address concerns and strengthen the home-school partnership.
- **Behavioral Interventions:** Led school-wide efforts in developing and implementing positive behavioral support systems to ensure a nurturing and productive school culture.

Education

Purdue University

Ed.D. Leadership and Innovation (anticipated March 2026)

Indiana Wesleyan University

M.Ed. Education

Principal Licensure

Ball State University

B.S. Elementary Education

Licenses

Building Level Administrator K-12 | License No. 1325288 | Expires 2/15/2028

Elementary Teaching 1-6; 7/8 Non-Departmental | License No. 1325286 | Expires 2/21/2028

***References available upon request.**



Kathryn Castro Jackson, P.E.
Project Manager

317.788.4551

KatieC@wesslerengineering.com

EDUCATION

Valparaiso University,
B.S., Civil Engineering,
2015

REGISTRATIONS & CERTIFICATIONS

Registered Professional
Engineer, Indiana

PROFESSIONAL SOCIETIES

Indiana Water
Environment
Association
(IWEA)

Water Environment
Federation
(WEF)

Kathryn Castro Jackson has been employed with Wessler since June of 2016 and has six years of experience; she serves as a project manager. Katie works in the areas of designing and evaluating wastewater treatment and sewer and sanitary collection systems. She works to take projects from the early stages of preliminary design through the bidding process and the construction administration phase.

Posey County Regional Sewer District Master Plan – Posey County, Indiana

Served as an engineer in the evaluation and design of sanitary sewer systems and treatment facilities throughout eastern Posey County and the development of a regional sewer district. Responsibilities included evaluating the existing sanitary situation, predicting future flow and development, designing a possible sewer layout for communities and developing a regional assistance plan report as a master plan for County officials. The next phase is to submit a preliminary engineering report (PER) on the design for funding.

Sanitary Sewer Rehab – Citizens Energy Group 2017 - 2019, Indianapolis, Indiana

Served as an engineer on more than 16 projects for the rehabilitation of Indianapolis' sanitary sewers, including inspection of sanitary sewers and manholes to create a schedule of work, tracking progress of contractor work and coordination between Citizens Energy Group staff and the multiple contractors on the various projects. Responsibilities also included a punch list and 11-month inspection for all projects.

Sanitary Sewer Rehabilitation Project – Town of Brownstown, Indiana

Served as an engineer during the design and rehabilitation of sanitary sewers in the Town. Responsibilities included writing the proposal, specifications and bid documents, as well as tracking rehabilitation work on the project and coordination between the Town staff and contractors.

Cumberland Sewer Design and Rehab – Town of Cumberland, Indiana

Served as an engineer during the design and rehabilitation of a failed storm sewer in Cumberland. Responsibilities included writing the proposal, the quote process and coordination of the sewer rehabilitation project involving structure removal, installation and sewer lining of a storm sewer leading to a residential pond.

Upper Fall Creek, Lick Creek Sewer Inspections – Citizens Energy Group, Indianapolis, Indiana

Served as an engineer and inspected existing manholes and combined sewers as part of a sewer rehabilitation project for Citizens Energy Group. From inspecting each manhole on site, specific rehabilitation needs were determined for each structure and sewer line. The determination of work was added to a rehabilitation schedule with locations and photos to assure the contractor would be able to complete rehabilitation efficiently.

Fall Creek Phase 1, 2 & 3, Park & Bellefontaine and Prospect Street Coke Plant – Citizens Energy Group, Indianapolis Indiana

Served as an engineer and assisted in the project close out of four Citizens Energy Group projects, including the review of completed manhole and sewer lining projects, as well as the overview and quality control of finished reports and as-builts. Reported project progress to the Citizens Energy Group team on a daily basis.

Water Treatment Asset Management – Lafayette Water Department, City of Lafayette, Indiana

Served as an engineer for the asset management program of the Lafayette Water

Department. In this project, all assets valued greater than \$5,000 were documented and graded based on their age, lifespan, value and condition. Using the collected data and assessed items, Katie drafted a PER including the grading of the assets, modeling of the current system, proposed future project costs and modeling, as well as tables and graphs depicting the quality of each asset. Through these services, City officials can better budget for future projects and maintenance.

Sanitary and Storm Sewer Improvements PER and Design – Town of Brownstown, Indiana

Served as project manager for the sanitary and storm sewer improvements. Provided a PER that assessed the Town's sanitary and storm systems, as well as evaluated improvements at the wastewater treatment plant (WWTP). Two lift stations within the sanitary sewer system (Vallonia Road Lift Station and the Bob Thomas Lift Station) were evaluated for the PER and were determined to be well beyond their anticipated operational lifespan and needed significant improvements to ensure continued sanitary collection service to the majority of the Town. In addition, more than 70 sewer segments and sanitary manhole structures needed to be rehabilitated or replaced with an additional 24 new sanitary manhole structures required to facilitate the sewer rehabilitation work. Several components within the WWTP had reached the end of their anticipated lifespans or were undersized for current flow conditions and needed improvements: the influent fine screen, the final clarifiers and the ultraviolet (UV) system with each recommended for rehabilitation or replacement. The stormwater sewer system was determined to have more than 200 structures in need of some form of rehabilitation with approximately 50 identified as Priority 1 or Priority 2. The evaluation also determined there were seven areas in Brownstown that experienced flooding issues during wet weather events needing further evaluation to determine the causes and possible solutions for the drainage issues.

Sheridan Wastewater Treatment Plant (WWTP) Improvements – Indiana American Water Company, Sheridan, Indiana

Served as project engineer and assisted in the construction administration for the WWTP improvements. The Sheridan WWTP is a Class II semi-public WWTP with an average design flow (ADF) of 0.5 million-gallons-per-day (MGD) and design peak flow (DPF) of 1.0 MGD. Originally constructed in the 1950s, the last major WWTP improvements occurred in 1996. As a result, there were numerous components of the WWTP that had surpassed their optimal lifespan and needed updates or replacements. Peak flow events had historically caused washout issues in the Biolac clarifiers causing solids to overflow into the polishing pond. To address these needs, Wessler's team designed a new influent sewer, a new headworks facility including screening, pumping and future aerated grit removal, a new splitter structure to control flow between the existing Biolac aeration tank and the new Biolac aeration basin, new blower and aeration equipment, new bulk ferric chloride chemical storage tank for phosphorus removal, a new secondary clarifier and return activated sludge (RAS) pump station, and a new chlorine contact tank. Additionally, the project included all process and yard piping, HVAC, electrical, instrumentation and control (I&C), and site work for a complete system.

Lebanon Wastewater Treatment Plant (WWTP) Expansion– Lebanon Utilities, City of Lebanon, Indiana

Served as project engineer for the WWTP expansion. Lebanon Utilities' team undertook a project to expand the ADF capacity of the WWTP to five million-gallons-per-day (MGD). The work included the replacement of two raw sewage non-clog submersible pumps, construction of a new vortex grit removal system, a new anaerobic tank, an expansion of the existing oxidation ditches, a new 90-foot diameter secondary clarifier and return activated sludge (RAS) pumps, and a new UV disinfection system to replace the chlorine contact tank. In addition to the new tankage, the project included yard and process piping, regrading, paving, landscaping, coatings, electrical, and instrumentation and control (I&C) work for a complete system.

Harbortown Wastewater Improvements – Posey County Regional Sewer District, Posey County, Indiana

Served as project engineer on the wastewater improvements project. To provide adequate collection and treatment of wastewater within the Harbortown Subdivision, the Class I .0155 MGD upflow sludge blanket clarifier package plant and the gravity sewer serving the subdivision were determined to need to be replaced due to their disrepair. It was recommended the gravity collection system within the Harbortown Subdivision be replaced with approximately 10,000 linear feet of 1.25-inch to three-inch diameter pressure pipe as part of a low-pressure sewer system (LPSS) with grinder pumps for the 25 existing houses and future connections at the subdivision's vacant lots. The low-pressure system was connected to a new WWTP with approximately 7,000 linear feet of three-inch diameter force main. The treatment plant was designed to treat the total build out flow for the subdivision and utilized sequencing batch reactor technology that can be expanded as flows increase. Additionally, the plant design included an influent screen, ultraviolet disinfection, sludge dewatering, a control building, emergency generator, and associated piping, electrical, instrumentation and controls (I&C).

Town of Hanover and Hanover College Preliminary Engineering Report (PER) – Town of Hanover, Indiana

Served as project manager for the creation of the PER. Town of Hanover and Hanover College officials worked with Wessler staff to provide a PER that assessed the Town and the College's sanitary system, as well as evaluated improvements at the WWTP. Five college-owned sanitary sewers were anchored above ground to shallow bedrock on the slope of a steep, heavily wooded hillside creating conditions where the pipes were subject to damage by falling tree branches and freezing temperatures. Modifications to the College and the Town's collection system were proposed to address the deficiencies. Additionally, the influent lift station and the UV disinfection system at the WWTP needed replacement. With expected Town development, the lift station at the plant required replacement to accommodate the higher flows. The existing UV system caused operational and maintenance problems for the plant operators due

to varying flows, so a new UV system was recommended to better handle the varying conditions and provide easier operation and maintenance of the treatment plant.

Hamilton Southeastern SR-37 & 141st Street Lift Station – Sanitary Management & Engineering Company (SAMCO), Fishers, Indiana

Served as project manager on the lift station project. A new 2,100 gallons per minute (gpm) lift station was designed at the southeast corner of SR-37 and 141st Street in Fishers to convey existing and future flows that were affected by the construction of Indiana Department of Transportation (INDOT)'s SR-37 project. The INDOT project prohibited the existing gravity sewer to continue conveying flow across SR-37. The lift station was designed to capture flow at an existing sanitary manhole located on the southeast corner of SR-37 and 141st Street and convey it under the revised INDOT SR-37 to an existing manhole on the southwest corner of the same intersection. The project included new submersible pumps, wet well, valve vault, meter, and influent macerator. Additionally, the project included new 16-inch polyvinyl chloride (PVC) influent piping and associated manholes, a 12-inch ductile iron and polyvinyl chloride (PVC) force main under the revised INDOT SR-37.

Prior to joining Wessler, Katie's previous experience included:

Sewer and Water Main Installation and Renovation Projects – Various Projects, Illinois

Served as the inspection and documentation field engineer, overseeing seven crews throughout the project area. She inspected the installation of storm sewers, sanitary sewers and water mains, pavement, site restorations, and bridge work. Project costs ranged from \$4.9 million to \$20 million for the following projects: Elgin O'Hare Western Access, Wood Dale Road Bridge, Illinois Tollway, Hamilton Lakes Drive, Park Boulevard, Pierce Road and Ketter Road Construction, and the Village of Itasca.

William C. Petranoff

6135 Forest View Drive, Indianapolis, IN 46228

wcpetro@aol.com 317-752-3662

Education:

Indiana University – MBA, May 1985

Purdue University – BS Civil Engineering, December 1977

Professional License:

Registered Professional Engineer, Indiana – Retired

Employment:

Retired - April 1, 2017 to present

Cinergy/Duke Energy – June 1997 to March 2017

Economic Development Manager

Hamilton County Alliance – November 1995 to June 1997

Vice President of Economic Development

Economic Development Consultant – September 1993 to November 1995

Self employed consultant specializing in logistics

Lingamen Medical Products – August 1991 to September 1993

Business Development Manager

MSE Corporation, Digital Mapping – April 1989 to August 1991

Business Development Manager

Indiana Department of Commerce, Business and Financial Services – June 1986 to April 1989

Deputy Director

Indiana State Highway Commission, Bridge Design – April 1978 to June 1986

Bridge and roadway design engineer

Bridge Design Squad Leader

Long Range Planning Supervisor

Board and Volunteer Experience –

- Board Member, Cold Spring – March 2024 to present
- Starfish Initiative – July 2018 to present – Volunteer mentor for academically promising high school student in Indianapolis.
- Board member and officer for a variety of county and statewide Economic Development organizations including Chair of the Hamilton County Alliance board.

Nicolas J. Torres

8732 S Franklin Rd
Indianapolis, IN 46259
317-691-2297
njtorres012@gmail.com

EDUCATION

Indiana Wesleyan University, Greenwood, IN February 2013
Master of Science in Management

Indiana University, Bloomington, IN August 2006
Bachelor of Arts
Major: Spanish; Minor: Management

- CIC Study Abroad Guanajuato, Mexico, June-August 2006
- CIEE Study Abroad Seville, Spain, September-December 2004

RELATED EXPERIENCE

Marian University, Indianapolis, IN September 2019 - Present
Vice President of Leadership Giving August 2022 - Present

- Lead and manage the external gift officer team within the Office of Institutional Advancement
- Work closely with the President to cultivate, solicit and steward major and principal gifts for the university
- Leadership of the “Journey to 2030” Capital Campaign committee that involves external committee volunteers

Executive Director of Leadership Giving September 2019 - August 2022

- Managed external gift officers and support staff to achieve university KPIs related to philanthropy
- Record fundraising years in FY21 (\$58M) and FY22 (\$43M)
- Redeveloped gift officer metric system and goal tracking

Cathedral High School, Indianapolis, IN July 2012 - September 2019
Director of Philanthropy August 2014 - Present

- Executed 100-year capital campaign which raised approximately \$24.5M in cash gifts, pledges and planned gifts
- Partnered with capital campaign and advancement committee of the board to identify and solicit prospects
- Built relationships with major gift and annual fund prospects which resulted in meeting or exceeding every fundraising metric since 2014
- Collaborate with the President to identify, cultivate and steward major gift donors
- Led school wide student fundraiser, Luck of the Leprechaun Student Raffle, which has raised over \$1.2M from 2014 – 2018

Assistant Director for Enrollment Management July 2012 – July 2014

- Exceeded enrollment goals in FY12 and FY13
- Enrolled second largest freshman class in Cathedral High School history in FY13
- Began the upward trend of a more diverse student body, specifically an increase in the Hispanic student population
- Worked with VP for Enrollment to administer the \$2.5M financial aid budget

Institute for Professional Development (IPD), Phoenix, AZ March 2011 – July 2012
Representing **Indiana Wesleyan University**, Greenwood, IN
Director of Corporate Development

- Met or exceeded enrollment goals in FY 2011 and Q1, Q2 and Q3 of FY 2012

- Second highest enrollment performance in company for Q1 and Q2 FY 2012
- Design and implement strategic plans to achieve enrollment objectives
- Cultivate and develop relationships with corporate clients to increase enrollment and awareness in Indiana Wesleyan University business degree programs

Franklin College, Franklin, IN
Assistant Director of Admissions

October 2006 – March 2011
August 2010 – March 2011

- Supervised a three person operations team
- Responsible for maintaining online student recruitment database with upwards of 94,000 person records
- Integrated with the Franklin College IT Department to coordinate weekly upload of student information between multiple databases
- Managed a recruitment territory in the Indianapolis area

Coordinator of Multicultural Recruitment

June 2007 – August 2010

- Oversaw the student recruitment of a geographical territory including communication with students, parents, teachers, and alumni
- Hired, trained and supervised a student recruitment staff of 27 employees
- Increased multicultural applications by 55% from 2008 to 2009
- Increased multicultural applications by 52% from 2009 to 2010

Admissions Counselor

October 2006 – June 2007

- Managed a recruitment territory in northern Indiana

Volunteer Experience

Starfish Initiative

July 2010 – May 2015

Mentor

- Volunteer as a professional mentor for a high school student enrolled in the 21st century scholars program
- Design college and career plan for student mentee
- Meet with student and family once a month to provide college planning guidance

College Summit, Washington, D.C.

College Coach Volunteer

2010

- Advised approximately 30 rising high school seniors on colleges/universities that would be best fit institutions based on transcript review, academic interest and personal interviews
- Loaded college options into online college search database for student use
- Recommended future course work to students in order to position them for college success

Writing Coach Volunteer

2009

- Instructed and taught five first generation college students on the mechanics of writing a college application essay
- Utilized free write prompts and other methods to encourage creativity in college essay

PROFESSIONAL DEVELOPMENT AND PROFESSIONAL ASSOCIATIONS

- Presenter at CASE Indiana Fundraising Conference, April 2019
- Served as Spanish interpreter during 2010 College Goal Sunday at Beech Grove High School.
- Member of the 2010 Center for Leadership Development (CLD) College Prep Institute Conference planning committee.
- Certificate of Completion from “La Universidad de Guanajuato (University of Guanajuato Mexico) – English as a Second Language

ADDITIONAL SKILLS

- Bilingual (English and Spanish)
- Experience working with a variety of educational vendors

*NAME

*Required fields

ORCID ID (Optional)

*POSITION TITLE

*PRIMARY ORGANIZATION & LOCATION

*PROFESSIONAL PREPARATION - (see [PAPPG Chapter II.D.2.h.i.a.3](#))

PREVIOUS ORGANIZATION(S) & LOCATION(S)	DEGREE (if applicable)	RECEIPT DATE* (MM/YYYY)	FIELD OF STUDY

Note - For Fellowship applicants only, please include the start date of the Fellowship.

*APPOINTMENTS AND POSITIONS - (see [PAPPG Chapter II.D.2.h.i.a.4](#))

Start Date - End Date	Appointment or Position Title, Organization, and Location

***PRODUCTS - (see [PAPPG Chapter II.D.2.h.i.a.5](#)) Products Most Closely Related to the Proposed Project**

Other Significant Products, Whether or Not Related to the Proposed Project (see [PAPPG Chapter II.D.2.h.i.a.5](#))

***Synergistic Activities - (see [PAPPG Chapter II.D.2.h.\(i\)\(a\)\(6\)](#))**

***Certification:**

When the individual signs the certification on behalf of themselves, they are certifying that the information is current, accurate, and complete. This includes, but is not limited to, information related to domestic and foreign appointments and positions. Misrepresentations and/or omissions may be subject to prosecution and liability pursuant to, but not limited to, 18 U.S.C. §§287, 1001, 1031 and 31 U.S.C. §§3729-3733 and 3802.

Signature
(Please type out full name):

Date:

Christine Wise

MrsChristineWise@gmail.com, 317-809-1685, Indianapolis, IN

EXPERIENCE

Wise Building Solutions, Indianapolis, IN — HR Admin

August 2016- December 2024

Healthcare Plan Implementation: Spearheaded the development and implementation of a comprehensive healthcare plan, enhancing employee benefits and satisfaction.

Training Programs: Designed and oversaw all training programs, including safety training and adherence to OSHA guidelines, ensuring that employees meet regulatory and safety standards.

HR Management: Managed human resources functions for a \$2M+ company, including recruitment, employee relations, performance management, and staff development.

Bookkeeping: Handled bookkeeping responsibilities, including managing accounts payable and receivable, reconciling bank statements, and preparing financial reports to ensure accurate and timely financial records.

Project Coordination: Oversaw and coordinated construction projects, including planning, scheduling, and execution, ensuring that projects are completed on time, within scope, and within budget.

Stakeholder Engagement: Collaborated with clients, suppliers, and subcontractors to ensure effective communication and successful project outcomes.

Compliance and Safety: Ensured strict compliance with all safety regulations, industry standards, and company policies, promoting a culture of safety and reducing workplace incidents.

Meridian Hills Co-Op Preschool, Indiana, IN — Director

2019-Present

Board Development: Lead initiatives for board member recruitment, training, and development, enhancing the governance and strategic direction of the cooperative.

Collaborative Leadership: Work closely with school leaders to align organizational goals with educational objectives, fostering a collaborative environment.

Strategic Oversight: Manage the strategic planning process, ensuring that goals are met and operational efficiencies are achieved.

SKILLS

Employee Relations Management

Performance Evaluations

Misconduct Investigations

Disciplinary Actions & Conflict Resolution

Harassment Complaint Handling

Policy & Regulatory Compliance

Legal & Workforce Collaboration

Case Analysis & Reporting

HR & Employee Documentation

Strategic Planning & Execution

Training Program Development

Stakeholder Communication

Financial & Bookkeeping Management

OSHA & Safety Compliance

Personnel Investigations

Attachment 2: Statement of Economic Interest & Conflict of Interest Form



Cold Spring School
at Marian University

Exhibit C

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve:

2. Your full name:

3. Your spouse's full name:

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).

☒ My resume is attached.

☐ My resume is not attached. Provide a narrative response:

5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"):

6. List the name(s) of your spouse's employer(s) and the nature of the business:

7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

8. Are you and/or your spouse a member of a partnership and/or limited liability company?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

9. Are you and/or your spouse an officer or director of a corporation?

☐ No.

☒ Yes. Provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?

☐ No.

☒ Yes. Please identify the board member and indicate the nature of the relationship:

Carrie Bruns works at Marian University w/ Nick Torres and Binh Tran.

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
☒ No.
☐ Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
☒ No.
☐ Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
☒ Not applicable.
☐ No.
☐ Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
☒ Not applicable.
☐ No.
☐ Yes. Provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
☒ Not applicable.
☐ No.
☐ Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
☐ No.
☒ Yes. Please describe the relationship and the nature of the partnership:
Scott Bruns is a Trustee for Marian University. Carrie Bruns is an employee of Marian University.
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
☒ No.
☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?
- ☒ Yes.
- ☐ Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title

Carrie Bruns

Signature

Carrie Bruns

Date

2/19/25

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve: Cold Springs School
2. Your full name: Kathryn Rose Castro Jackson
3. Your spouse's full name: Luis Gonzalo Castro Diaz

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).
☒ My resume is attached.
☐ My resume is not attached. Provide a narrative response:
5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"): Wessler Engineering - Civil Engineer
6. List the name(s) of your spouse's employer(s) and the nature of the business: Veridus Group - Civil Engineer
7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:
8. Are you and/or your spouse a member of a partnership and/or limited liability company?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:
9. Are you and/or your spouse an officer or director of a corporation?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?
☒ No.
☐ Yes. Please identify the board member and indicate the nature of the relationship:

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
 - ☒ No.
 - ☐ Yes. Please identify the business and indicate the nature of the relationship:

3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
 - ☒ No.
 - ☐ Yes. Please describe the nature of the business that is being, or will be, conducted:

4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
 - ☒ Not applicable.
 - ☐ No.
 - ☐ Yes. Please describe the relationship:

5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
 - ☒ Not applicable.
 - ☐ No.
 - ☐ Yes. Provide a description of the interest:

6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
 - ☒ Not applicable.
 - ☐ No.
 - ☐ Yes. Please describe the nature of the business:

7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
 - ☒ No.
 - ☐ Yes. Please describe the relationship and the nature of the partnership:

8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
 - ☒ No.
 - ☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?


☒ Yes.
☐ Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title Kathryn Castro Jackson, Board Chair

Date

Signature



2/6/2025

Exhibit C

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve:

COLD SPRING SCHOOL

2. Your full name:

WILLIAM CHARLES PETRANOFF

3. Your spouse's full name:

MARTHA SUE MICHAEL

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).

☒ My resume is attached.

☐ My resume is not attached. Provide a narrative response:

5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"):

RETIRED - INCOME IS ENTIRELY FROM SOCIAL SECURITY AND INVESTMENT ACCOUNTS

6. List the name(s) of your spouse's employer(s) and the nature of the business:

RETIRED - SAME AS ABOVE + SMALL BUSINESS INCOME.

7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?

☐ No.

☒ Yes. Provide the name and describe the nature of the business:

SUE MICHAEL IS A PART TIME FITNESS INSTRUCTOR

8. Are you and/or your spouse a member of a partnership and/or limited liability company?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

9. Are you and/or your spouse an officer or director of a corporation?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?

☒ No.

☐ Yes. Please identify the board member and indicate the nature of the relationship:

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
☒ No.
☐ Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
☒ No.
☐ Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
☒ Not applicable.
☐ No.
☐ Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
☒ Not applicable.
☐ No.
☐ Yes. Provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
☒ Not applicable.
☐ No.
☐ Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
☒ No.
☐ Yes. Please describe the relationship and the nature of the partnership:
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
☒ No.
☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?

☒ Yes.
☐ Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title

WILLIAM C. PETRANOFF

Date

Signature

William C. Petrano

2/10/24

Exhibit C

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve:

Cold Spring School Inc.

2. Your full name:

Nicolas Jose Torres

3. Your spouse's full name:

Natalie Suzanne Torres

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).

☒ My resume is attached.

☐ My resume is not attached. Provide a narrative response:

5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"):

Marian University (Nick) Goodwill Industries of Central Indiana (Natalie)

6. List the name(s) of your spouse's employer(s) and the nature of the business:

Goodwill Industries of Central Indiana - Registered Nurse

7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

8. Are you and/or your spouse a member of a partnership and/or limited liability company?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

9. Are you and/or your spouse an officer or director of a corporation?

☒ No.

☐ Yes. Provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?

☐ No.

☒ Yes. Please identify the board member and indicate the nature of the relationship:

Carrie Bruns - CO-worker Marian University
Binh Tran - CO-worker Marian University

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
☒ No.
☐ Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
☒ No.
☐ Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
☐ Not applicable.
☒ No.
☐ Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
☐ Not applicable.
☒ No.
☐ Yes. Provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
☐ Not applicable.
☒ No.
☐ Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
☒ No.
☐ Yes. Please describe the relationship and the nature of the partnership:
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
☒ No.
☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?

Act?

☒

Yes.

☐

Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title

Nicolas Jose Torres - Vice President of
Leadership Group
Marion University

Date

Signature

Nicolas J. Torres

2-5-25

Exhibit C

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve: Cold Spring School
2. Your full name: Binh Q. Tran, Ph.D.
3. Your spouse's full name: Elizabeth K. McGrane Tran

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).
☒ My resume is attached.
☐ My resume is not attached. Provide a narrative response:
5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"):
Marian University
6. List the name(s) of your spouse's employer(s) and the nature of the business: N/A
7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?
☐ No.
☒ Yes. Provide the name and describe the nature of the business: Women Created & Called
8. Are you and/or your spouse a member of a partnership and/or limited liability company?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:
9. Are you and/or your spouse an officer or director of a corporation?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?
☐ No.
☒ Yes. Please identify the board member and indicate the nature of the relationship:

Mr. Nick Torres is vice president in Marian University's Advancement Office.

Ms. Carrie Bruns is on staff in the Marian University's Center for Vibrant Schools.

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
☒ No.
☐ Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
☒ No.
☐ Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
☐ Not applicable.
☒ No.
☐ Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
☐ Not applicable.
☒ No.
☐ Yes. Provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
☐ Not applicable.
☒ No.
☐ Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
☒ No.
☐ Yes. Please describe the relationship and the nature of the partnership:
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
☒ No.
☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?

☒ Yes.

☐ Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title Binh Q. Tran, Ph.D.
Chief Academic Officer, Marian University

Date 02/25/25

Signature



Exhibit C

Statement of Economic Interest & Conflict of Interest Form

(To be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve: **Cold Spring School**
2. Your full name: **Christine Wise**
3. Your spouse's full name: **Eric Wise**

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).
☒ My resume is attached.
☐ My resume is not attached. Provide a narrative response:
5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income"):
6. List the name(s) of your spouse's employer(s) and the nature of the business:
Wise Building Solutions, Inc
7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?
☒ No.
☐ Yes. Provide the name and describe the nature of the business:
8. Are you and/or your spouse a member of a partnership and/or limited liability company?
☐ No.
☒ Yes. Provide the name and describe the nature of the business:
Eric Wise: Franklin Rose LLC; commercial office rental
9. Are you and/or your spouse an officer or director of a corporation?
☐ No.
☒ Yes. Provide the name and describe the nature of the business:
Eric Wise: President of Wise Building Solutions

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?
☒ No.
☐ Yes. Please identify the board member and indicate the nature of the relationship:

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
- ☒ No.
- ☐ Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
- ☒ No.
- ☐ Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
- ☒ Not applicable.
- ☐ No.
- ☐ Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
- ☒ Not applicable.
- ☐ No.
- ☐ Yes. Provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
- ☒ Not applicable.
- ☐ No.
- ☐ Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
- ☒ No.
- ☐ Yes. Please describe the relationship and the nature of the partnership:
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
- ☒ No.
- ☐ Yes. Please describe the nature of the potential conflict(s):

9. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?

☒ Yes.

☐ Don't Know/ Unsure.

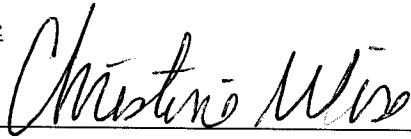
I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name and Title Christine Wise

Date

2/5/2025

Signature



Attachment 3: Board Minutes



Cold Spring School
at Marian University



Cold Spring School

Minutes

Board Meeting

Date and Time

Wednesday September 18, 2024 at 5:30 PM

Location

3650 Cold Spring Road, Indianapolis, IN 46222

A regular meeting of the Cold Spring School, Inc. Board of Directors will meet on Wednesday, September 18, 2024. The meeting will start at 5:30pm at Cold Spring School.

Directors Present

B. Petranoff, C. Wise, K. Castro, N. Torres

Directors Absent

B. Tran, C. Bruns, M. Kolar

Guests Present

A. Barcome, Brian Anderson, C. Stipes, R. Moore, Ricky Ritter

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Castro called a meeting of the board of directors of Cold Spring School to order on Wednesday Sep 18, 2024 at 5:50 PM.

C. Approve Minutes

B. Petranoff made a motion to approve the minutes from Board Meeting on 08-21-24.

N. Torres seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Cold Spring Community Presentation

A. Middle School Computer Science Presentation

Four students presented projects from their fabrication class with Mrs. Petty

III. Financial Report

A. Monthly Financial Report

Brian Anderson presented the financial report

Cold Spring School remains in a favorable financial position

Large expense in curriculum was the K-5 language arts program

We budgeted for, and have, 378 students. Even if we are below 378 we have planned for that scenario. (C. Stipes)

C. Wise made a motion to approve the financial reports as presented.

B. Petranoff seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. Audit Presentation

Donovan CPAs presented the 2024 Audit Results

CSS has an unmodified (clean) opinion; no adjustments were identified; no disagreements with management, excellent cooperation as usual.

In functional expenses CSS spends 78% on program services which is spent directly on students. A normal range is 70%-80%.

The financials are still in draft form as we await the IPS in-kind.

Katie Castro Jackson asked about the highlighted areas. They will be filled in once all documents from IPS have been received. None of the highlighted numbers will change CSS numbers.

C. Wise made a motion to approve the 2024 reports as presented.

N. Torres seconded the motion.

The board **VOTED** unanimously to approve the motion.

IV. Old Business

A. Interest on accounts

(picking up from previous month question from Dr. Binh Tran)

Brian Anderson presented

We want to have a minimum of 90 days operating expenses.

We are currently earning 4.1% on the sweep account. If we chose to take money and move it to long term options (CDs, etc) we could gain 0.5% interest. Brian Anderson says we could proceed either way that as of now there is no clear, or wrong, way to proceed.

We have the option to move to Diamond Investments, but that comes with higher fees, more risk, and a larger sum needed to remain in the account.

Bill Petranoff asked if there were fees associated with transferring money across accounts. Brian Anderson stated that there would be setup fees, renewal fees, but did not see other fees.

Katie Castro Jackson asked if there would be a need to access a large sum of money. Cody Stipes stated that the only thing he could think of would be to accommodate space issues in the building.

Brian Anderson stated that all of this discussion is not to make money but to earn it to reinvest into the program.

Katie Castro Jackson asked if there was a reason to access a large amount of cash in the next six months, and if not, we should lock it into a CD and then regain access to the cash. Cody Stipes and present board members did not disagree.

B. Petranoff made a motion to move 1,700,000 to a six month CD at the current interest rate.

N. Torres seconded the motion.

The board **VOTED** unanimously to approve the motion.

V. New Business

A. Personnel Report

Cody Stipes presented

One teacher resigned, but we already had a teacher in the building that was available and ready.

N. Torres made a motion to approve the September 2024 Personnel Report.

C. Wise seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. 24-25 SY Title Budget

Presented by Cody Stipes

No deviation from previous years. Budgeted items are either for people: professional development or staff effectiveness bonus or student supplies.

K. Castro made a motion to approve the Title Budget 2024-2025 as presented.

B. Petranoff seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Marian University and Cold Spring School - Allen House Agreement

Cody Stipes presented

Agreement was created with the help of our attorney, Heather Harris.

In 2016 South Hall, Sommers Mansion, and the Allen House were moved from IPS property to Marian University's property. We have retained use of the Allen House.

This contract outlines our use of the building as well as the provisions of upgrading the BAS (heating and cooling.) Cold Spring will cover the portion that covers the Allen House. Marian has offered a payment plan over five years, no interest, for Cold Spring to repay their portion.

AJ Barcome asked about section 19 and opening ourselves up to major repairs. Cody Stipes stated that section 6 explains that portion. Cold Spring will be responsible for repairs, as needed, under \$50,000.

Barcome also asked if we should be budgeting for the \$50,000 plus the repayment on the BAS. Cody Stipes answered that we have a strong financial position, and we operate with conservative numbers, we should always have enough to meet our needs. In addition, our insurance would likely cover any needs. Bill Petranoff suggested that we add a line item to the budget for potential repairs and the BAS repayment.

Katie Castro Jackson asked for clarification on section 6 and asked for additional and clarifying language if CSS would be responsible for the first \$50,000 in any repair or if that was not the intent. Cody Stipes is going to reach out to Marian and Heather Harris. He will update us in November for a vote.

C. Wise made a motion to table the approve the Marian University and Cold Spring School - Allen House Agreement to the next board meeting.

B. Petranoff seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

K. Castro	Aye
M. Kolar	Absent
C. Wise	Aye
N. Torres	Abstain
C. Bruns	Absent
B. Petranoff	Aye
B. Tran	Absent

D. Robotics Signature Event Proposal

Cody Stipes presented

See handout for more information

N. Torres made a motion to approve the 2025 VEX Signature Event Robotics Proposal.

K. Castro seconded the motion.

The board **VOTED** unanimously to approve the motion.

E. Principal's Report

AJ Barcome presented

Continuing to focus on data

Fall diagnostic data from IREADY was presented

- 64% of students are at Tier 1 or Tier 2 in Reading
- 62% of students are at Tier 1 or Tier 2 in Math

Fall tutoring as begun. 10 weeks with a tutor/student ratio of no more than 1:8. Currently enrolled is 27 students but room for 50. We are still recruiting, especially as fall sports conclude.

Good of the order--many upcoming activities are available.

VI. Other Business

A. For the Good of the Order

Cody Stipes stated that we got our health insurance rates with a 15% increase. He is going to investigate where we are on the national norms. We would not raise rates to employees this year.

Katie Castro Jackson asked if we should shop around. Stipes had already investigated and the increase would be a minimum of 50%, so our current option is the most economical.

Bill Petranoff asked if we were alone or with other schools. Stipes stated that with HCC we are in a group policy.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:15 PM.

Respectfully Submitted,
C. Wise

Documents used during the meeting

- CSS Financial Reports 083124.pdf
- CSS Budget vs Actual 083124.pdf
- Cold Spring - Draft Communication Letter 8-29-24.pdf
- Cold Spring - Draft Audited Financial Statements 8-29-24.pdf
- September 2024 Personnel Report_Final.pdf
- Title Budget 24-25 SY.pdf
- VEX Signature Event Robotics Proposal - September 2024.pdf

APPROVED



Cold Spring School

Minutes

Board Meeting

Date and Time

Wednesday November 20, 2024 at 5:30 PM

Location

3650 Cold Spring Road, Indianapolis, IN 46222

A regular meeting of the Cold Spring School, Inc. Board of Directors will meet on Wednesday, November 20, 2024. The meeting will start at 5:30pm at Cold Spring School.

Directors Present

B. Petranoff, B. Tran, C. Bruns, C. Wise, K. Castro

Directors Absent

M. Kolar, N. Torres

Guests Present

A. Barcome, Brian Anderson (remote), C. Stipes, Julia Stevens, POP representative, R. Moore, Ricky Ritter, IPS

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Castro called a meeting of the board of directors of Cold Spring School to order on Wednesday Nov 20, 2024 at 5:48 PM.

C. Approve Minutes

B. Petranoff made a motion to approve the minutes from Board Meeting on 09-18-24.

C. Wise seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Community Comments & Updates

A. POP Update

Julia Stevens presented. She has a 4th grade daughter and has been her nearly one year.

- POP is now registered with the state of Indiana and the IRS as a 501(c)(3).
- POP is handling the concessions at the home athletic competitions to help with fundraising.
- POP is looking to incentivize teachers to work at the concession stand with up to 50% of the proceeds to go towards a teachers Amazon wish list. (Estimated around \$60)
- Money would also go to support the social services area of CSS.
- POP would like to be involved more with the board in the second semester, and has invited board members to attend a meeting in 2025. Details will come later.
- A large goal is to open communication between the parents and the board

Katie Castro asked if there was a dollar amount POP was seeking. Stevens stated that they are looking for sustainability and supporting daily needs of teachers and social services.

Binh Tran asked if there was an immediate need for social services and Stevens deferred that to Ms Scott and Ms Kennedy as they head that up each year.

III. Financial Report

A. Monthly Financial Report

Brian Anderson presented via phone

- Our audit went well.
- CSS remains in a healthy financial position.
- CSS has remained consistent in its financial income and spending.
- We are on track for our spending and revenue for the current fiscal year.
- When noting the negative amount in total expenditures, this is known and planned.

- The \$147,964 we spent in curriculum was not in the original budget, but is still within our spending limits.. We will receive some text book reimbursement for this expenditure. This curriculum was approved in June due to a law change after the 2024-2025 budget was passed. This curriculum will last 6+ years and we will not have this same expenditure in the coming years.
- Binh Tran asked about the differences in the salaries vs retirement amounts. Anderson explained that a lot of it is due to timing/dates and is not a true reflection. The gap will correct itself as the year progresses. It is a non-issue.

C. Wise made a motion to approve the financial reports as submitted.

B. Tran seconded the motion.

The board **VOTED** unanimously to approve the motion.

IV. New Business

A. Charter School Transition Report

Cody Stipes presented and showed the slide presentation that is being shown to parents at each of the town hall meetings. There are three meetings currently remaining.

The presentation explains:

- The History of CSS
- Our Partnership With IPS
- Finances
- What If CSS Became a Charter Organization
- Comparison of Staying Innovation vs Becoming a Charter
- Q&A

Bill Petranoff asked about staff numbers. We have 48 professional staff: 36 directly employed by CSS and 12 by IPS.

B. Personnel Report

B. Tran made a motion to approve the November 2024 Personnel Report as submitted.

B. Petranoff seconded the motion.

CSS is fully staffed since September 2024

The board **VOTED** unanimously to approve the motion.

C. Marian University and Cold Spring School - Allen House Agreement

Cody Stipes presented

The board had asked for clarification on repair expenses. If the repair is under \$50,000 CSS will be responsible, if the repair is over \$50,000 Marian University will pay the entire cost.

C. Wise made a motion to approve the agreement between Marian University Inc and Cold Spring School for Use of the Allen House.

K. Castro seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. Middle School Athletic Uniform Proposal

The only uniforms we currently have are for basketball. This would allow us to have uniforms for all athletics. The amount will not exceed \$17,000.

The school will own the uniforms and should last for a few years.

B. Tran made a motion to approve the Middle School Athletic Uniform Proposal not to exceed \$17,000.

C. Wise seconded the motion.

The board **VOTED** unanimously to approve the motion.

E. Staff Holiday Appreciation Gift

Cody Stipes presented

Stipes talked about his appreciation for the staff and their enthusiasm and abilities. He asked about purchasing gift cards for staff.

Binh Tran noted that the purchase would make our net close to zero. Stipes stated that over the entire year revenue and spending we will be fine. Stipes stated that this would be beneficial for the staff to reward their work. If needed, he will solicit donors.

Katie Castro asked about previous gifts. Previous gifts have been CSS swag around \$75.00. Castro wants to manage expectations for upcoming years.

B. Petranoff made a motion to approve the purchase of Staff Holiday Appreciation Gift.

K. Castro seconded the motion.

The board **VOTED** unanimously to approve the motion.

F. Principal's Report

AJ Barcome presented

Enrollment Update--Round 1 for 2025-2026

76 applicants

- 59/76rank us #1 (up 25% from last year)

- 74/76 rank us in top 3

Academic Work

- CSS is still exploring ILEARN checkpoints and how the data applies to students and the planned lessons for the entire year. For example, checkpoint one for 4th grade is about money fluency, but that isn't taught until the second semester.
- Using data to plan and group K-6 and 6-8 students to provide additional support.
- Using intervention block for the full 30 minutes daily to create an additional 1,800 minutes of reading support for all 3rd grade students in addition to the 90 minute literacy block daily.
- Creating data based groups and instructional materials to tailor to student needs both high and low.

Events and Good of the Order

- Many activities upcoming between now and the end of winter break

V. Other Business

A. For the Good of the Order

Michelle Kolar has resigned from being a board member effective immediately due to obligations with the Indianapolis Zoo

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:10 PM.

Respectfully Submitted,
C. Wise

Documents used during the meeting

- CSS Monthly Financial Reports 103124.pdf
- CSS Budget vs Actual 103124.pdf
- November 2024 Personnel Report_Final.pdf
- CSS and MU_Allen House Agreement 2024.pdf



Cold Spring School

Minutes

Board Meeting

Date and Time

Wednesday January 15, 2025 at 5:30 PM

Location

3650 Cold Spring Road, Indianapolis, IN 46222

A regular meeting of the Cold Spring School, Inc. Board of Directors will meet on Wednesday, January 15, 2025. The meeting will start at 5:30pm at Cold Spring School.

Directors Present

B. Petranoff, B. Tran, C. Bruns (remote), C. Wise, K. Castro, N. Torres

Directors Absent

None

Guests Present

A. Barcome, Brian Anderson (remote), C. Stipes, R. Moore, Ricky Ritter, IPS

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

K. Castro called a meeting of the board of directors of Cold Spring School to order on Wednesday Jan 15, 2025 at 5:40 PM.

C. Approve Minutes

B. Tran made a motion to approve the minutes from Board Meeting on 11-20-24.

B. Petranoff seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Financial Report

A. Monthly Financial Report

Brian Anderson presented via phone

Cold Spring School remains in a positive financial position.

Statement of Financial Position:

- Interest from our CD will be recorded and reflected by the next meeting in March 2025.
- December 2024 we received a grant for \$250,000.00.

Budget vs Actual

- There are no concerns and we are on track with our spending predictions

Binh Tran asked about the difference in salary expenditures. Anderson stated that this is due to stipends and how they are paid and when we are reimbursed from IPS. Stipes also stated that there is a difference in what we budgeted for and salary differences (due to experience) in hiring.

Binh Tran asked for explanation on the grant we received. Stipe stated that it was originally for modular classrooms, but now IPS is willing to help with that expense. We will be able to reallocate the grant.

B. Petranoff made a motion to approve the financial reports as presented.

B. Tran seconded the motion.

The board **VOTED** unanimously to approve the motion.

III. New Business

A. Charter School Transition Update & Letter of Intent

Cody Stipes presented

Five family outreach meetings were held that sparked conversations and feedback. A survey was also sent to families. Responses from families were overall favorable for CSS becoming a charter organization.

CSS will extend a letter of intent to the Indiana State Charter School Board for two charters: one for K-5 and another for 6-8. CSS will remain "one school" but will help divide funding and grant opportunities.

CSS had conversations with the Indiana State Charter School Board and the Indianapolis Mayor's Office for authorizing our charter. We are better aligned with the Indiana State Charter School Board as we are an existing school; the Mayor's Office is better aligned for schools that are just starting. An approval from the ISCSB can happen quickly with an approval potentially coming in a few weeks over months.

The vote by the CSS Board does not automatically make CSS a charter school, only approving the submission of the letter of intent.

Bill Petranoff asked how current legislation (HB 1136) would affect us. Stipes stated that being proactive with the process we had already started would create stability for our students and staff.

Katie Castro asked if there was any negative feedback that needed addressed. Stipes stated that there was nothing that he could think of at this time. The five meetings allowed for lots of time for questions and answers. AJ Barcome stated that some feedback was from misconceptions about charter schools, Stipes had addressed this in the meetings as things that don't exist in the current charter school landscape.

B. Tran made a motion to approve the administration to submit a letter of intent to the Indiana State Charter School Board to apply for two charters. The two charters would be for Cold Spring Elementary (K-5) and Cold Spring Middle School (6-8).

C. Wise seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. 2025-2026 & 2026-2027 Cold Spring School Calendar

For the first time CSS has been able to draft two school years of calendars due to IPS creating their calendars. Our breaks align with IPS. We've kept the same format as the previous two years.

C. Wise made a motion to approve the 2025-2026 and 2026-2027 Cold Spring School calendar.

N. Torres seconded the motion.

The board **VOTED** unanimously to approve the motion.

C. Personnel Report

B. Petranoff made a motion to approve the January 2025 Personnel Report.

B. Tran seconded the motion.

The board **VOTED** unanimously to approve the motion.

D.

Marian/Cold Spring REID MOU

Cody Stipes presented

REID stands for Riverside Education Innovation District.

The MOU is for five years.

This Memorandum of Understanding (MOU) formalizes the collaboration between Marian and the Partner within the Riverside Education Innovation District (REID). Both parties aim to work together, in partnership, to enhance student achievement through services provided by the Klipsch Educators College and the Center for Vibrant Schools.

Bill Petranoff asked about clarification about NNW which stands for New Northwest (our area) and the mention of Vincennes University. Vincennes is mentioned because of their work with Marian and adult education.

E. Principal's Report

AJ Barcome presented

Enrollment 2025-2026

Round One of the lottery closes in one week.

174 applicants:

- 116 rank CSS as #1
- 158 rank CSS in their top three schools

Assessment & Data

We have completed ILEARN Checkpoints 1 & 2 and IREADY BOY and MOY. Coming up is ILEARN Checkpoint 3 (February), IREAD (March), ILEARN Summative (April) and IREADY EOY (May).

ILEARN Checkpoint Update

3-8 ELA Proficiency is 49%

5th grade math reduced below proficiency by 30% (an increase)

8th grade math increased above proficiency by 11%

We are 13% above IPS and 10% below the State in math. In ELA we are 17% above IPS and even with the State. Combined we are 15% above IPS and 5% below the State.

We are seeing large gains in ELA with our new curriculum.

We are figuring out the differences in Checkpoint testing and our curriculum and how they align, which can cause some data to look incorrect. For example, in 4th grade in Checkpoint 2 there were questions on decimals and fractions but that was not covered in the curriculum until later. Barcome and Robyn Moore are working with staff to realign the curriculum to the Checkpoints.

Many events are upcoming for CSS including Robotics, Black History Month, and family nights.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:40 PM.

Respectfully Submitted,
C. Wise

Documents used during the meeting

- CSS Monthly Financial Reports 123124.pdf
- CSS Budget vs Actual 123124.pdf
- 25-26_Cold Spring Calendar.pdf
- 26-27_Cold Spring Calendar.pdf
- January 2025 Personnel Report_Final.pdf
- REID__School_partners_Cold Spring.pdf

Attachment 4: Governance Documents



Cold Spring School
at Marian University

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 08 2016**

COLD SPRING SCHOOL INC
C/O CARRIE E SCOTT
3650 COLD SPRING ROAD
INDIANAPOLIS, IN 46222

Employer Identification Number:
81-2270305
DLN:
17053113319006
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 26, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records. ,

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

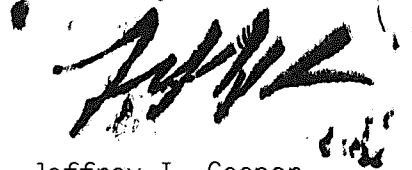
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to 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.

COLD SPRING SCHOOL INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper", with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Exhibit 1: Articles of Incorporation

ARTICLES OF INCORPORATION

OF

COLD SPRING, INC.

The undersigned Incorporator, desiring to form a corporation (the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), hereby executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is Cold Spring, Inc.

ARTICLE II

Purposes

This Corporation is a public benefit corporation that shall be organized and operated exclusively to conduct, support, encourage, and assist such educational, charitable, scientific, and other programs and projects as are described in Sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code"). In furtherance of such purposes, the Corporation's specific purposes shall include operating one or more innovation network schools pursuant to Indiana Code, Title 20, Article 25.7, or corresponding provisions of any subsequent Indiana statute governing innovation network schools.

ARTICLE III

Powers

Notwithstanding any other provision of these Articles of Incorporation, neither the Board of Directors nor the Corporation shall have the power or authority to do any act that

will prevent the Corporation from being an organization described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2). Subject to the foregoing statement, and subject to and in furtherance of the purposes for which it is organized, the Corporation shall possess, in addition to the general rights, privileges, and powers conferred by the Act or by other law, the following rights, privileges, and powers:

Section 1. To indemnify any person against liability and expenses, and to advance the expenses incurred by such person, in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, and whether formal or informal, to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law.

Section 2. To cease its activities and to dissolve and surrender its corporate franchise.

ARTICLE IV

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V

Initial Registered Agent and Initial Registered Office

Section 1. The name and address of the initial registered agent in charge of the Corporation's initial registered office are Carrie E. Scott, 3650 Cold Spring Road, Indianapolis, Indiana, 46222.

Section 2. The street address of the initial registered office of the Corporation is 3650 Cold Spring Road, Indianapolis, Indiana, 46222.

Section 3. The undersigned hereby represents that the registered agent named in this Article has consented to the appointment of registered agent.

ARTICLE VI

Incorporator

The name and address of the Incorporator of the Corporation are Carrie E. Scott, 3650 Cold Spring Road, Indianapolis, Indiana, 46222.

ARTICLE VII

Members

The Corporation shall not have "members" as that term is defined in the Act. The Corporation may, upon the resolution of the Board of Directors, designate as "members" certain individuals, corporations, or other associations and organizations who satisfy certain criteria established by the Board of Directors and who support the purposes and programs of the Corporation. Such designation shall carry no legal significance under the Act and shall not entitle such "members" to any vote on Corporation matters or to attendance at Corporation meetings.

ARTICLE VIII

Directors

The exact number of directors of the Corporation shall be specified in or fixed in accordance with the Bylaws of the Corporation at a number no smaller than three (3).

ARTICLE IX

Election or Appointment of Directors

The directors of the Corporation, other than the members of the initial Board of Directors, shall be elected and appointed in the manner and for terms as specified in or fixed in accordance with the Bylaws of the Corporation.

ARTICLE X

Initial Board of Directors

The members of the initial Board of Directors of the Corporation shall be elected by the Incorporator. The names and addresses of the members of the initial Board of Directors, each of whom shall have the address of 3650 Cold Spring Road, Indianapolis, Indiana, 46222, are as follows:

Robert Albano
Steve Downing
Cheryl Hertzner
Janice Hicks-Slaughter
James Preston
Leroy Robinson
Tonya Tudor

ARTICLE XI

No Private Inurement

None of the Corporation's net earnings shall inure to the benefit of any private individual.

ARTICLE XII

Regulation of Corporate Affairs

The affairs of the Corporation shall be subject to the following provisions:

Section 1. The Corporation shall ensure that any network innovation schools that it operates (the "Schools") will admit students of any race, color, gender, sexual orientation, gender identity, disability, national or ethnic origin, religion, and ancestry to all the rights, privileges, programs, and activities generally accorded or made available to students at the

Schools. The Corporation and the Schools it operates shall not discriminate on the basis of race, color, gender, sexual orientation, gender identity, disability, national or ethnic origin, religion, or ancestry (or any other characteristics or categories prohibited under federal, state, or local law) in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other programs administered by the Schools.

Section 2. The Corporation shall comply with all Indiana laws applicable to innovation network schools, including (but not limited to) the following provisions of the Indiana Code ("IC"), or corresponding provisions of subsequent Indiana law:

- (a) IC 5-14-1.5 et seq. (Indiana's Open Door Law);
- (b) IC 5-14-3-1, et seq. (Indiana's Access to Public Records Act);
- (c) IC 20-25.7-4-10 (public meeting requirement);
- (d) IC 20-24-8-5 (statutes applicable to charter schools);
- (e) IC 20-28-11.5 (staff performance evaluations);
- (f) IC 20-24-6 (employment of teachers and other personnel in charter schools).

Section 3. Notwithstanding any other provision of these Articles of Incorporation, if for any taxable year the Corporation is deemed a "private foundation" described in Code section 509(a), the Corporation's income shall be distributed at such time and in such manner as not to subject the Corporation to the tax imposed by Code section 4942.

Section 4. Notwithstanding any other provision of these Articles of Incorporation, if at any time the Corporation is deemed a "private foundation" described in Code section 509(a), the Corporation shall not:

- (a) Engage in any act of self-dealing as defined in Code section 4941(d);
- (b) Retain any excess business holdings as defined in Code section 4943(c);

(c) Make any investment in such manner as to subject the Corporation to tax under Code section 4944; or

(d) Make any taxable expenditure as defined in Code section 4945(d).

Section 5. Neither the Board of Directors nor the Corporation shall have power or authority to do any act that will prevent the Corporation from being an organization described in Code section 501(c)(3).

Section 6. Except as otherwise permitted by Code section 501(h), no substantial part of the activities of the Corporation shall be or consist of carrying on propaganda, or otherwise attempting, to influence legislation.

Section 7. The Corporation shall not participate or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 8. Subject to the provisions of these Articles of Incorporation and applicable law, the Board of Directors shall have complete and plenary power to manage, control, and conduct all the affairs of the Corporation.

Section 9. The power to make, alter, amend, and repeal the Corporation's Bylaws shall be vested in the Board of Directors.

Section 10. No director of the Corporation shall be liable for any of its obligations.

Section 11. Meetings of the Board of Directors may be held at any location, either inside the State of Indiana or elsewhere.

Section 12. All parties dealing with the Corporation shall have the right to rely upon any action taken by the Corporation pursuant to authorization by the Board of Directors by

resolution duly adopted in accordance with the Corporation's Articles of Incorporation, Bylaws, and applicable law.

Section 13. The Board of Directors may from time to time, in the Bylaws of the Corporation or by resolution, designate such committees as the Board of Directors may deem desirable for the furtherance of the purposes of the Corporation.

ARTICLE XIII

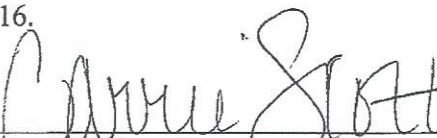
Dissolution of the Corporation

If the Corporation is dissolved, all of its property remaining after payment and discharge of its obligations shall be transferred and conveyed, subject to any contractual or legal requirement to one or more other organizations that have been selected by the Board of Directors of the Corporation, that are organized and operated for purposes substantially the same as those of the Corporation, and that are described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2).

The undersigned Incorporator hereby adopts these Articles of Incorporation and presents them to the Secretary of State of the State of Indiana for filing.

IN WITNESS WHEREOF, the undersigned Incorporator hereby verifies and affirms, subject to penalties of perjury, that the representations contained herein are true, this

24th day of February, 2016.


Carrie E. Scott, Incorporator

This instrument was prepared by Joseph E. Miller, Jr., Attorney at Law, Faegre Baker Daniels LLP, 300 N. Meridian St., Ste. 2700, Indianapolis, Indiana, 46204.

Bylaws of Cold Spring School, Inc. – Updated November 2022

ARTICLE I

General

Section 1. Name. The name of the corporation is Cold Spring, Inc. (the “Corporation”).

Section 2. Address. The street address of the Corporation’s initial registered office is 3650 Cold Spring Road, Indianapolis, IN 46222. The initial registered agent in charge of the initial registered office is Carrie E. Scott.

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

ARTICLE II

Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation (the “Articles”) and these Bylaws (the “Bylaws”). The Board of Directors shall have the number of members, no less than three (3), as designated by resolution of the Board of Directors from time to time.

Section 2. Election of Terms. The term of each member of the Board of Directors, other than the initial directors of the Corporation, shall extend over a period of three (3) fiscal years. A fiscal year is defined as the time from July to June of the following calendar year. When a board member is elected, the board will approve the director and state the fiscal year through which the board member will serve. At the regular meeting of the Board of Directors immediately preceding the expiration of the term of any director, or at a special meeting, the directors of the Corporation may elect a new director to replace the director whose term will expire or has expired. Each such newly elected director shall serve for a term of three (3) fiscal years, or such other period as is prescribed by the directors at the time of such election, and until his or her successor is elected and qualified. A director may serve any number of consecutive or nonconsecutive terms, provided that the director continues to meet the qualifications for which he or she was initially elected to serve as a director.

Section 3. Quorum and Voting. A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws, the approval of a majority of the directors’ present at a meeting at which a quorum is present shall be the act of the Board of Directors.

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

Section 5. Compliance with Indiana Open Door Law. Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code ("IC") section 5-14-1.5-1, et seq., and any corresponding provision of subsequent Indiana law, in connection with all regular or special meeting of the Board of Directors.

Section 6. Notice of Special Meetings. Oral or written notice of the date, time and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least tow (2) days before the date of the meeting and complies with he Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

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

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

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

Section 8. Means of Communication. The Board of Directors, or a committee thereof, may permit a director of a committee member to participate in a meeting through the use of any means of communication by which all participating directors or committee members, and all members of the public physically present at the place where the meeting is conducted, may simultaneously hear each other during the meeting, provided that (i) such meeting complies in all respects with the provisions of the Indiana Open Door Law in IC 5-14-1.5-3-.6 and (ii) the Board of Directors has adopted a policy to govern participation in meetings by electronic communication pursuant to IC 5-14-1.5-3.6. A director or committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 9. Removal, Resignation, and Vacancies. A director may be removed from office at any time, with or without cause, by two-thirds of the directors then in office. A director may resign at any time by giving written notice of such resignation to the Board of Directors, the President, or the Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the President, or the Secretary. A vacancy on the Board of Directors, whether created by removal or resignation

of a director, may be filled by the Board of Directors, and the person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

Section 10. Public Comment. The Board will accept comment from any interested person on items on an agenda during all public board meetings. All public comments will be taken during the Public Comment section of the agenda.

Individuals interested in offering comments to the Board must email the Board Chair no later than noon (12:00pm) on the day of the scheduled meeting. Required information shall include the name, contact information, and the topic to be discussed.

Public comments are subject to the following rules:

- At the discretion of the chair, each person will be limited to three (3) minutes to offer comments. Statements will be timed and time limits enforced;
- Comments should be directed to the Board collectively, and not to an individual Commissioner. Neither the Board or an individual board member will respond to questions or statements presented;
- Statements should not be abusive or disruptive, and should not address a topic that might be of a confidential nature or that would compromise the impartiality of the Board. Notwithstanding, the Board shall not restrict public comment based upon the viewpoints of the commenter.
- The Board Chair shall take action as necessary to enforce these rules and maintain order at the meeting. The Board Chair may abruptly end the comments of anyone that is abusive, fails to restrict their comments to the topic at hand, addresses a topic that is confidential in nature or that might compromise the impartiality of the Board, or that is deemed to be disruptive to the orderly process of the meeting. The Board Chair may further limit the total amount of time devoted to public comment based on the number of persons wishing to speak and the length of the Board's agenda.

The provisions of this policy shall be liberally interpreted to give the Board Chair sufficient flexibility and discretion to conduct meetings of the Board as efficiently and effectively as possible.

ARTICLE III

Officers

Section 1. In General. The officers of the Corporation shall consist of a Chair, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. All officers may, but need not, be members of the Board of Directors. An officer may simultaneously hold more than one (1) office. Each officer shall be elected by the Board of Directors and shall serve for the duration as their term as a Director. Any officer may be removed by the Board of Directors with or without cause. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

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

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

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

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

ARTICLE IV

Committees

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

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

ARTICLE V

Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's director's, officers, and employees carry out their respective duties in a fashion that avoids action, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the

continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgements in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

- (a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.
- (b) Directors, officer, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half-blood), from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.
- (c) If a director, or a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.
- (e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as prescribed by the Board and may include information regarding a person's participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures of failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest and transaction.

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

ARTICLE VI

Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such a person is wholly successful with respect thereto or (b) if not wholly successful,

then if such person is determined (as provided in Section 3 of this Article VI) to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article VI.

Section 2. Definitions.

- (a) As used in this Article VI, the phrase "claim, action, suit or proceeding" shall include any threatened, pending, or completed claim, civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a part or otherwise:
 - (i) By reason of his or her being or having been a director, officer, employee or agent of the Corporation or of any corporation where he or she served as such at the request of the Corporation
 - (ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust or other organization or entity where he or she served as such at the request of the Corporation, or
 - (iii) By reason of any action taken or not taken by him or her in any such capacity, whether he or she continues in such capacity at the time such liability or expense shall have been incurred.
- (b) As used in this Article VI, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursement and amounts of judgment, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.
- (c) As used in the Article VI, the term "wholly successful" shall mean
 - (i) Termination of any action, suit, or proceeding against the person in question without finding of liability or guilt against him or her,
 - (ii) Approval by a court, with knowledge of the indemnity provided in this Article VI, of a settlement of any action, suit, or proceeding, or
 - (iii) The expiration of a reasonable period after the making of any claim or threat of any action, suit, or proceeding without the institution of the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article VI (other than one who has been wholly successful respect to any claim, action, suit or proceeding) shall be entitled to indemnification if

- (a) Special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the “referee”), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Section I of this Article VI and
- (b) The Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee’s findings that are within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article VI shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article VI, the Board of Directors may, at any time from time to time, approve indemnification of directors, officers, employees, gents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitles to indemnification.

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

ARTICLE VII

Contracts, Checks, Loans, Deposits, and Gifts

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

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

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

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

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE VIII

Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation.



Employee Handbook

Date Issued: July 2017
Last Update: May2024



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Introduction

For purposes of these work guidelines all leased employees shall be referred to as “employee(s).” **Human Capital Concepts** will be referred to as “HCC”. The locations where you work will be referred to as “Cold Spring School “.

This Guidebook is designed to acquaint you with Cold Spring School and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Guidebook. It describes many of your responsibilities as an employee and outlines the programs developed by Cold Spring School to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

While this guidebook is intended to be a helpful guide, it is not, and should not be construed to be, an express or implied contract of continued employment between Cold Spring School and any employee.

In any situation where insurance and/or benefits are offered, the terms of the applicable policy or plan are controlling, regardless of any statement contained in this Guidebook.

No employee Guidebook can anticipate every circumstance or question about policy. As Cold Spring School continues to grow, the need may arise and Cold Spring School reserves the right to revise, supplement, or rescind any policies or portion of the Guidebook from time to time as it deems appropriate, in its sole and absolute discretion. You will be informed of these changes as they occur.

This guidebook will be applied in a manner that is consistent with all applicable federal, state, and/or local laws.

Cold Spring Philosophy

Cold Spring School



Mission Statement

The mission of Cold Spring School is to create a learning environment that develops student's natural curiosity in Science, Technology, Engineering, and Mathematics. Students will acquire 21st century skills to become global citizens and stewards of the environment.

Natural Curiosity in STEM

Learner Aim	Description	Indicators
21st Century Skills	Exposure, experience to explore, and opportunities to master 21 st century skills	<ul style="list-style-type: none"> Students attend Environmental Science and Computer Science class each week Students participate in a daily STEM Club based on PLTW curriculum Technology will be integrated into 25% of lessons
Literacy and Communication	Ability to read, understand, and process both written and verbal language in a variety of mediums	<ul style="list-style-type: none"> Students are engaged in appropriate grade level text Students respond to comprehension questions in both verbal & written responses Students are engaging in a variety of mediums (Non-Fiction, Fiction, ect.) Students are citing text evidence in verbal and written responses
Numeracy	Ability to understand and work with numbers to solve real-world problems	<ul style="list-style-type: none"> Students will gain a conceptual understanding of mathematics using models, manipulatives, and other hands-on methods to represent thinking Students will apply knowledge of numbers in a variety of familiar and unfamiliar situations

Global Citizens & Stewards of the Environment

Learner Aim	Description	Indicators
Design Thinking	The cognitive process from which design concepts emerge	<ul style="list-style-type: none"> Students will incorporate the PLTW design thinking process (Ask, Explore, Model, Evaluate, Explain) Students participate in hands-on learning
Thinking Global	Value diversity and harbor the ability to work with other people	<ul style="list-style-type: none"> Curriculum is global-focused Connecting local context with a global perspective
Responsible Decisions	Ability to internalize, react to, and process the feelings of others in a thoughtful way	<ul style="list-style-type: none"> Students will complete a culminating project based on a perceived need in their world Students will participate in community service Students will maintain our local garden to experience recycling, composting, and reducing our footprint on the environment

Cold Spring Belief Statements

Cold Spring School



Cold Spring Core Beliefs	Key Actions That Support Our Beliefs
<p>We believe that with high behavioral and academic expectations, all students can and will be successful.</p>	<p>We believe in positive behavior intervention supports. All teachers use LiveSchool to record student data so that all staff can continually use and monitoring student data for equity and improving practices across the building.</p> <p>Classroom Management/School Wide Management System</p> <ul style="list-style-type: none"> • Our staff creates classroom expectations that are visible and consistent for students. • Our staff models and practices routines and procedures with students. • Our staff implement school wide management systems with fidelity across all grade levels.
<p>We believe in a well-rounded education that attends to the social/emotional development of students and encompasses strong emphasis in STEM as it pervades in all aspects of life.</p>	<p>Every student engages in the Project Lead the Way curriculum on a weekly basis.</p> <p>In addition to math, ELA, science and social studies, our students engage in PATHS, a social emotional learning curriculum, daily. The concepts of PATHS permeate throughout the day, regardless of subject area or time of day.</p>
<p>We believe in the importance of physical activity and learning through playing.</p>	<p>All students receive 30 minutes of uninterrupted recess each day.</p> <p>Recess is not used as a consequence for students misbehavior.</p>
<p>We believe that our students should not only learn about the environment but also from the environment through intentional exploration and research.</p>	<p>Classes are outside at least once a week learning from the environment. Environmental lessons are integrated throughout the academic curriculum.</p>
<p>We believe in a culture of continuous development, both for our students and staff.</p>	<p>All staff engage in whole group learning (Staff Meetings/PD), small group learning (PLCs), and individual learning (1-1 coaching sessions). Feedback is used to drive reteach and overall development.</p>

<p>We believe that students must be exposed and actively engaged in rigorous content that allows them the opportunity to productively struggle while developing a conceptual understanding of the content.</p>	<p>Standards drive our work. Grade level standards are taught to all students with appropriate scaffolding as needed. We utilize Zearn as our math curriculum, CKLA Reading as our ELA curriculum, and additional high quality materials for social studies and science.</p> <p>Every student has a 45 minute intervention session each day with either their grade level teacher or one of our full time intervention teachers. This time is dedicated to meeting our students where they are, based on data, with targeted intervention to enrich or remediate.</p> <p>Interim assessments are administered three times per year in order to progress monitor student and staff outcome.</p>
<p>We believe in the importance of establishing strong school and community relationships.</p>	<p>We maintain a group of high quality and engaged partners and utilize our partnerships through school events and additional opportunities for students.</p>
<p>We believe in a collaborative partnership with our parents and families that allows for ongoing communication and interaction.</p>	<p>In addition to weekly academic progress notification, all teachers make contact with families/guardians monthly by phone call or in person.</p> <p>Each staff member plans and organizes at least two families nights per year.</p>
<p>We believe in a strong and inclusive adult culture that supports teachers and staff by actively engaging in the development and facilitation of systems, committees and procedures.</p>	<p>Each staff member actively participates in at least one committee and provides ongoing feedback and suggestions to systems and protocol that is in support of our core beliefs.</p>

Employment

Nature of Employment (PEO)

Your employment with Cold Spring School is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Organization document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the COO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the COO.

If a written contract between you and the Organization is inconsistent with this handbook, the written contract is controlling. However, HCC is not a party to the contract, and it is not controlling with respect to HCC.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

Important Definitions

Cold Spring School has entered into an agreement with HCC, a professional employer organization (PEO). HCC was selected by the company to help employees enjoy the many company benefits offered through this concept.

The term "Organization," as used throughout this handbook, refers exclusively to Cold Spring School your worksite employer, who is primarily responsible for directing your day-to-day duties. The terms "we," "us," and "our" refer to Cold Spring School and not HCC, unless otherwise stated.

Where this handbook refers to current benefit plans maintained by the Organization and/or HCC, refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

HCC is not bound by the terms of any contract between team members and the Organization unless it is executed by the PEO.

Equal Employment Opportunity

Cold Spring School is dedicated to the achievement of equality of opportunity for all of its employees and applicants for employment. This broadly interpreted policy not only prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, age, national origin, disability, veteran status or any protected category under state, local or federal law, but also ensures that qualified individuals will be given the opportunity to join Cold Spring School and progress within Cold Spring School in accordance with their own abilities.

Discriminatory conduct based on any of these characteristics will not be tolerated at Cold Spring School. Any employee who believes this policy has been violated should immediately (1) identify the offensive behavior to the individual who engaged in the conduct and request that it stop, if the employee feels comfortable taking such action and believes it would be helpful, and (2) notify his or her manager or Human Resources at HCC. Notably, the report should be directed to an individual who is not the alleged discriminator. Any manager who receives a report or believes that this policy has been violated should immediately notify Human Resources at HCC.

If offensive behavior continues or resumes after an employee has reported it, the employee should report the additional offensive conduct. If the employee does not think that a reported complaint has been sufficiently addressed, then he or she should notify Human Resources or the COO of Cold Spring School.

Complaints will be investigated promptly. Appropriate disciplinary action, up to and including separation from Cold Spring School, may be taken against any individual who is determined to have violated this policy. Cold Spring School will endeavor to treat complaints confidentially, although the enforcement of this policy will be the paramount consideration.

Cold Spring School will not tolerate retaliation in any form against any employee because that person has made a good-faith complaint about possible conduct that violates this policy or who has properly participated in an investigation. Any employee who believes such conduct has occurred should immediately report the conduct through the identified reporting mechanisms identified above.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department at HCC. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Individuals with Disabilities

Cold Spring School is committed to equal employment opportunity in both principle and as a matter of policy. We will recruit, hire, train, promote, compensate and provide benefits to all applicants and employees without regard to disability.

Cold Spring School will provide reasonable accommodations to applicants and employees with disabilities who may require such accommodations. Employees who believe they need accommodations should contact Human Resources at HCC or their manager to engage in an interactive process to determine what accommodations are needed given the particular situation. Employees must cooperate in this interactive process and may be required to provide appropriate medical documentation in order to assist Cold Spring School in analyzing the particular situation.

Medical information obtained as a result of this process will be maintained in a separate and confidential file.

An employee who believes that he or she has been subjected to disability discrimination by anyone is encouraged to follow the reporting mechanism outlined in the EEO policy.

This policy will be applied in a manner consistent with the Americans with Disabilities Act of 1990, as amended and applicable state or local law. This policy is neither exhaustive nor exclusive. Cold Spring School is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Confidential Health Information.

Cold Spring School is committed to safeguarding the right of all employees to privacy in the use and disclosure of confidential health information, including genetic information. Each employee's protected health information is confidential. It will be safeguarded in accordance with Cold Spring School policy and all applicable legal requirements. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, Cold Spring School is asking that employees refrain from providing any genetic information when responding to a request for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Any medical information obtained about employees is kept in separate and confidential files with limited access to the information.



Employment Classifications

It is the intent of Cold Spring School/HCC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Cold Spring School/HCC, absent a written agreement, signed by the COO, to the contrary.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific overtime provisions of federal and state wage and hour laws. Exempt employees are paid on a salary basis that does not vary from week to week based upon the quality or quantity of work performed. In other words, exempt employees are paid “to get the job done.” Thus, an exempt employee’s pay will not be reduced in any fashion for partial day absences, except when permitted by law, such as unpaid intermittent FMLA leave (if and when applicable). Any deductions from an exempt employee’s salary will be in compliance with acceptable parameters for such deductions.

For example, the following types of deductions are permissible with regard to exempt employees’ pay:

1. No work is performed in a workweek;
2. Absences of one or more full days for personal reasons other than sickness or disability if all accrued PTO has been exhausted;
3. Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week;
4. Penalties imposed by infractions of safety rules of major significance;
5. Unpaid disciplinary suspensions of one or more full days in accordance with Cold Spring School’s disciplinary policy for such conduct issues;
6. Deductions for the first and last week of employment, when only part of the week is worked by the employee; and
7. Deductions for unpaid leave taken in accordance with an approved absence under the Family and Medical Leave Act. (If and when applicable).

Complaint Procedure

Employees who believe their pay has been improperly reduced should immediately contact the Payroll Department at HCC.

Cold Spring School/HCC will investigate the employee’s concern and determine whether an inadvertent improper deduction has been made. If the deduction was in fact improper, Cold Spring School/HCC will reimburse the employee as promptly as possible. Cold Spring School/HCC complies with all applicable laws concerning the payment of wages and will correct any inadvertent improper deduction, should it occur and monitor the situation to ensure no further issues arise.

An employee’s EXEMPT or NONEXEMPT classification may be changed only upon written notification by HCC management.



Employment Classifications

In addition to the previous categories, each employee will belong to one other employment category:

Regular Full-Time:

Are those employees who are not in a temporary or introductory status and who are regularly scheduled to work a full-time, 40-hour schedule. Generally, they are eligible for Cold Spring School/HCC's benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees who have completed their introductory status are then classified as regular full-time employees, and will become eligible for Cold Spring School paid benefits. Please refer to the work site policies for the time frame of the work site introductory period that may need to be met to receive benefits provided by Cold Spring School/HCC, Cold Spring School's contribution toward benefits, and other paid benefits like holiday pay, personal time off etc.

Regular Part-Time:

Are those employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time, 40-hour work schedule. Regular part-time employees who work at least 30 hours per week are eligible for some benefits sponsored by Cold Spring School/HCC, subject to the terms, conditions, and limitations of each benefit program, unless otherwise defined in Cold Spring School specific work site policies.

Introductory:

Are those employees whose performance is being evaluated to determine whether further employment in a specific position or with Cold Spring School/HCC is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. The introductory period will be 30, 60, or 90 days of continuous service as determined by your work site location. (See Introductory Period)

Temporary Employees:

Are those employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Cold Spring School/HCC's other benefit programs.





Conflicts of Interest

Cold Spring School strongly believes in conducting our business in accordance with uncompromising and unwavering ethical standards. Employees should never relinquish these ethical standards for personal or business gains. This policy establishes only the framework within which Cold Spring School/HCC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Department at HCC for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Cold Spring School /HCC. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Cold Spring School /HCC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Cold Spring School/HCC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Cold Spring School/HCC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Cold Spring School /HCC.



Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of Cold Spring School/HCC. There is never a reason to share our confidential business strategies, operational plans, or forecasts or release information that is considered a company trade secret or confidential proprietary business information. Thus, employees are prohibited from transmitting or posting such information outside the organization without the prior authorization of the COO. Such confidential information includes, but is not limited to, the following examples:

- computer processes, program, and codes
- family/student personal, general, academic, or medical information, preferences, or demographics
- financial information
- marketing strategies
- pending projects and proposals
- proprietary production processes
- student academic information
- technological data or prototypes

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



Personnel Data Changes

It is the responsibility of each employee to promptly notify Cold Spring School of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resources Department at HCC.



Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.



Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off on vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment, although all hours worked will be paid.



Access to Personnel Files

Cold Spring School/HCC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Cold Spring School/HCC, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Cold Spring School/HCC who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department at Cold Spring School/HCC. With reasonable advance notice, employees may review their own personnel file in Cold Spring School/HCC's offices and in the presence of an individual appointed by Cold Spring School/HCC to maintain the files.



Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Cold Spring School to keep an accurate record of time worked in order to accurately calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should not report to work more than 15 minutes prior to their scheduled starting time nor should they stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.





Business Ethics and Conduct

The successful business operation and reputation of Cold Spring School is built upon the principles of fair dealing and ethical conduct with regard to business dealings with customers and vendors. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations.

The continued success of Cold Spring School is dependent upon our customers' trust and we are dedicated to preserving that trust.

Cold Spring School will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal conduct.

In general, Cold Spring School hopes that the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate supervisor, for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Cold Spring School employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.



Immigration Law Compliance

Cold Spring School is committed to employing only individuals who are authorized to work in the United States. Cold Spring School does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department at HCC. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.





Workplace Harassment

Cold Spring School is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Cold Spring School expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment based on race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, veteran status, age, ancestry, disability, genetic information, or any other legally protected characteristic. Cold Spring School will not tolerate employee harassment, verbal, sexual or otherwise, and anyone witnessing such conduct should report it to his or her immediate manager, or Human Resources at HCC.

Cold Spring School is committed to providing an environment that is free of sexual harassment as well as any other harassment, intimidation, threats, coercion, or discrimination based on any legally protected characteristic. Harassing conduct may take many forms, including jokes, statements, slurs, gestures, notes, pictures, or other inappropriate actions or conduct. Cold Spring School strongly disapproves of and will not tolerate harassment of its employees by managers, supervisors, or co-workers.

“Racial and/or ethnic harassment” refers to such conduct as threats, innuendos, racial or ethnic slurs or negative stereotyping, denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail), or other offensive statements or conduct based upon race or ethnicity.

“Sexual harassment” refers to conduct of a sexual nature, which is unwelcome, offensive, and has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile, or offensive working environment. Examples include unwelcome sexual advances or flirtations, requests for sexual favors, unnecessary touching, displaying lewd or degrading pictures or sexual objects, jokes of a sexual nature, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of employment (e.g., a supervisor tells an employee to commit a sexual act in exchange for a pay raise);

2. Submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting such employee (e.g., a supervisor demotes an employee because the employee refused to engage in sexual behavior); or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating intimidating, hostile or offensive working environment (e.g., an employee is subject to repeated and unwelcome sexual or derogatory jokes or unwelcome obscene or pornographic material or other forms of harassing conduct).

This policy prohibits, among other things, the types of behavior described above. Such behavior, and behavior of a similar kind, is unacceptable in the workplace and in other work-related settings such as business trips and business-related social events. In no case shall submission to sexual advances or requests be made a term or condition of employment, either explicitly or implicitly. Likewise, submission to or rejection of such requests or advances shall not be the basis for any employment decision such as promotion or termination.

This policy applies to all employees of Cold Spring School, including supervisors and management. Cold Spring School will not tolerate, condone or allow harassment, whether engaged in by management, supervisors, fellow employees, or other non-employees who conduct business with Cold Spring School. Each employee of Cold Spring School is responsible for creating an atmosphere free of discrimination and harassment. Cold Spring School encourages and expects employees to report any incidents of sexual or other harassment in the manner set forth herein.

Harassing conduct based on any of these characteristics will not be tolerated. Any employee who believes this policy has been violated should immediately (1) identify the offensive behavior to the alleged harasser and request that it stop, if the employee feels comfortable taking such action and believes it would be helpful, and (2) notify his or her immediate manager or Human Resources at HCC. Notably, the report should be directed to an individual who is not the alleged harasser. Any supervisor who receives a report or believes that this policy has been violated shall immediately notify Human Resources at HCC. Individuals should not feel obligated to file their complaints with their immediate manager first before bringing the matter to the attention of one of the other individuals identified above.

If offensive behavior continues or resumes after an employee has reported it, the employee should report the additional offensive conduct. If the employee does not think that a reported complaint has been sufficiently addressed, then he or she should notify Human Resources at HCC or anonymously at 317-489-0453 or training@hcchr.com.

Complaints will be investigated promptly. Appropriate disciplinary action (up to and including separation) will be taken against any individual who is determined to have violated this policy. Cold Spring School will endeavor to treat complaints confidentially, although the enforcement of this policy will be the paramount consideration.

Cold Spring School prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for making a good faith report of harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination. No adverse employment action will be taken against any employee making a good faith report of alleged harassment or discrimination.

It is the duty of all personnel to cooperate in the enforcement of this policy. Any employee who believes such conduct has occurred should immediately report the conduct through the reporting mechanisms identified above.

If a party to a complaint does not agree with its resolution, that party may appeal to HCC's president.



Employment Applications

Cold Spring School relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.



Paydays

All employees are paid bi-weekly, every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Cold Spring School. Employees will receive an itemized statement of wages when Cold Spring School makes direct deposits.

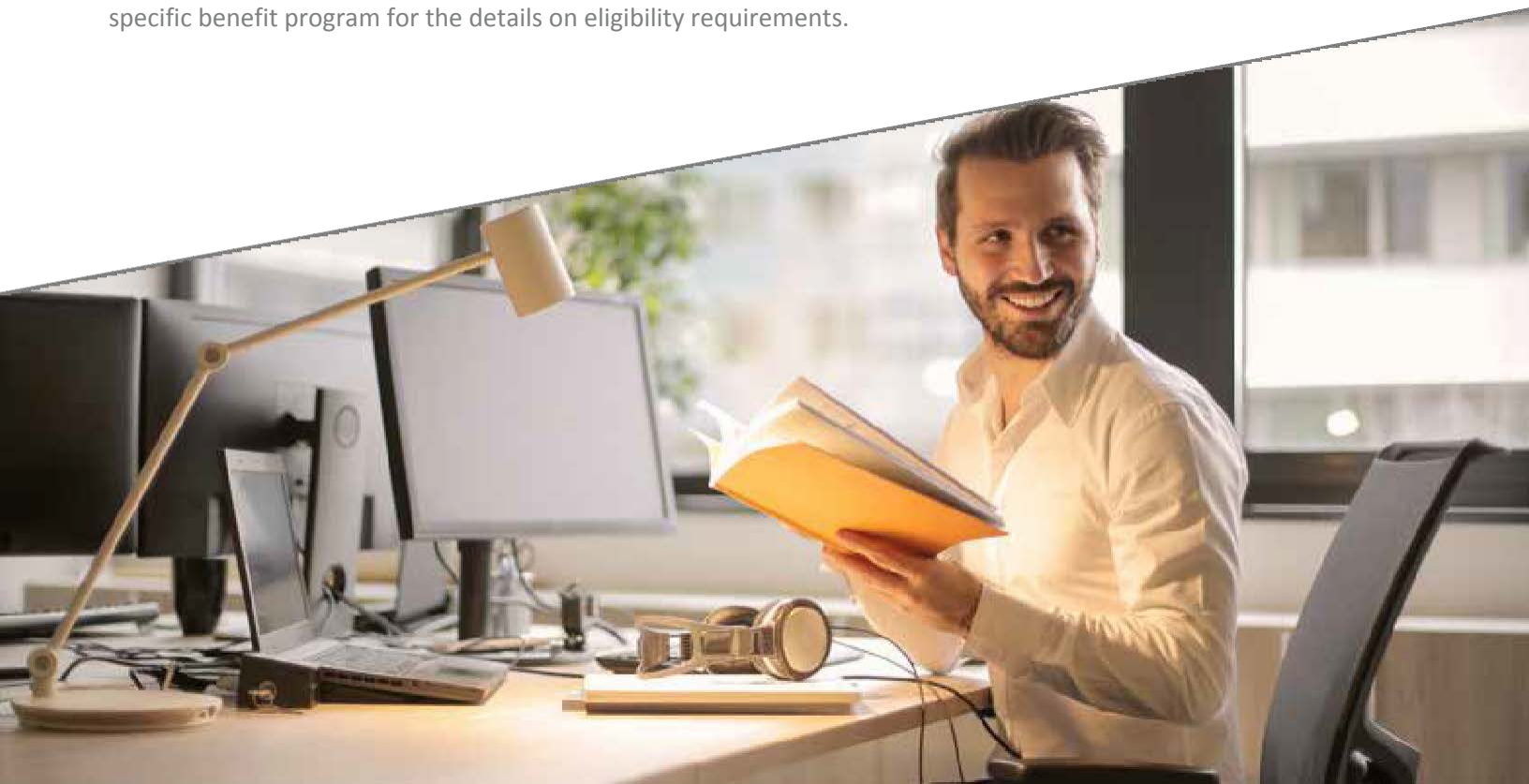


Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Cold Spring School/HCC uses this period to evaluate employee demonstrated capabilities, work habits, and overall performance. Either the employee or Cold Spring School/HCC may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

The probationary period of 1 year is intended to give new Certified employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets expectations. Cold Spring School uses this period to evaluate employee demonstrated capabilities, work habits, and overall performance. Either the employees or Cold Spring School may end the employment relationship at any time during or after the probationary period, with or without cause or advance notice.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other Cold Spring School/HCC provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.



Work Conditions

Safety

Cold Spring School is committed to providing a safe and healthy work environment for employees, customers, and visitors. Doing so depends on the personal commitment of all.

Employees will be informed about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey standard safety rules and to exercise caution in all work activities. All employees must wear the appropriate safety equipment required to perform their job safely or while in certain designated areas of the work environment. If you are unsure what safety equipment you are required to wear at any given time, please feel free to refer to your immediate supervisor or the Human Resources Department at HCC.

Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Employees should show up to work prepared to work.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor and or the Human Resources Department at HCC as soon as they recognize they have sustained an injury. Such notification is necessary to comply with relevant laws and initiate insurance and workers' compensation benefits procedures.

Please note that in the event you do not timely report an accident or injury, there may be a delay in the benefits paid,, and your eligibility for certain benefits may be adversely affected.

Any employee involved in an on-the-job accident (i.e., causing the accident (and not being injured) or being injured as a result of the accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) may be required to be tested for the presence of drugs or alcohol, unless Cold Spring School determines that the testing would be inappropriate under the circumstances. Cold Spring School will not require testing where the accident was very unlikely to have been caused by employee drug use (e.g., repetitive strain injury or bee sting). Cold Spring School will make the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances. Positive drug and alcohol test results may also result in disciplinary action, up to and including termination.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Human Resources Department at HCC. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.



No Smoking Policy

Cold Spring School/HCC strives to provide a healthful, safe, and comfortable working environment for all employees, customers, and visitors. Smoking by employees, customers, and visitors is therefore prohibited throughout all buildings.

Employees and visitors who wish to smoke must therefore leave the building and use only designated areas outside. Employees are asked to respect these designations. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preference of nonsmokers will prevail.

This policy applies equally to all employees, customers, and visitors.





Operating a Company or Personal Vehicle on Company Business

The safety and wellbeing of our employees is of critical importance to the organization. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. It is company policy that employees will comply with State and Federal laws while operating a motor vehicle on company business. Employees that are required to drive on company business at any time will be expected to consistently follow all the procedures below.

Required Compliance

1. All employees are expected to wear seat belts at all times while in a moving vehicle being used for company business, whether they are the driver or a passenger.
2. Use of handheld cell phones, whether personal or business-owned, while behind the wheel of a moving vehicle used on company business must be done in a manner in compliance with all state laws.
3. As of July 1, 2011 state law makes it illegal to text message or email using a telecommunications device while operating a vehicle. A telecommunications device is defined as a wireless telephone, a personal digital assistant, a paper or a text messaging device. A person may not use a telecommunications device to type a text message or an electronic mail message; transmit a text message or electronic mail message; or read a text message or an electronic mail message while operating a motor vehicle unless the device is used in conjunction with hands free or voice operated technology, or unless the device is used to call 911 to report a bona fide emergency.
4. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.
5. Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
6. All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
7. Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
8. Employees who drive commercial vehicles or who are otherwise subject to separate rules and regulations such as those dictated by state or federal law are also expected to adhere to all policies and regulations associated with the appropriate law or regulation that applies.
9. Employees must promptly report any accidents to local law enforcement as well as to Cold Spring School in accordance with established procedures.
10. Employees are also expected to report any moving or parking violations received while driving on company business and/or in company vehicles.
11. Failure to adhere to these procedures may result in disciplinary action per company policy.



Workplace Violence

Cold Spring School is committed to preventing workplace violence and to maintaining a safe work environment. Cold Spring School has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

Any employee who believes he/she, or Cold Spring School, has been subjected to, or threatened with, a violent act by another individual, or has witnessed a violent situation, must immediately report such instance to Human Resources at HCC or any member of management.

Cold Spring School will investigate any such reported incident in a prompt manner. If the investigation confirms that a violation of the policy has occurred, appropriate corrective action will be taken. Specifically, employees who are found by Cold Spring School to have engaged in violent or threatening behavior, either verbally or physically, will be issued corrective action or terminated from employment and may be subject to personal liability should any legal action be brought against them and/or Cold Spring School. There will be no retaliation against employees for reporting, in good faith, violence, or the threat of violence, in the workplace or cooperating with Cold Spring School in the investigation of a related complaint.

Violation of any part of this policy will result in disciplinary action which could include termination.



Religious Accommodation

Any applicant or employee who requires an accommodation based on a religious belief and/or religious practice should contact the HR department, specify what accommodation he or she needs, and request such an accommodation at HCC. In addition, if the Cold Spring School becomes aware of an applicant's or employee's need for religious accommodation, the Cold Spring School will contact the applicant or employee to discuss possible accommodations. As a part of the interactive process, the Cold Spring School will identify possible reasonable accommodations, if any, that will help accommodate the applicant's or employee's religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Cold Spring School will identify and select the accommodation(s) that will be made for the applicant or employee.



Lactation Accommodation

As part of our family-friendly policies and benefits, Cold Spring School/HCC supports breastfeeding mothers by accommodating the mother who wishes to express milk during her workday when separated from her newborn child.

Cold Spring School will provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. Nursing mothers will be completely relieved from duty during nursing breaks and said breaks will be unpaid unless employee is already provided a paid break and chooses to use it as the nursing break, or state law dictates otherwise.

This policy will be applied in a manner consistent with all applicable federal and state laws

In Indiana employers, must have a designated room directly furnished with several comfortable chairs next to small tables and a refrigerator reserved for the specific storage of breast milk. Employees wishing to use this room should contact their supervisor.





Employee Time Off

- **Paid Time Off (PTO)**

Cold Spring School provides ten (10) PTO days each school calendar year to all full-time employees. PTO days can only be used in 1/2 day or full day increments. Staff are able to carry over a maximum of five (5) unused PTO days to the following year. Staff members are able to start each school year with a maximum of 15 PTO days each year. Cold Spring does not pay any compensation for unused PTO upon voluntary or involuntary termination of employment.

- **Leave of Absence**

Cold Spring School recognizes that personal or medical leaves of absences are sometimes necessary and though uncommon, a leave of absence must be requested in writing and properly arranged through the Board and Administrative Team. The term “leave of absence” means an approved absence from work without pay for a period of time in excess of three working days.

The granting of a leave of absence does not guarantee there will be a position available to an employee after a predetermined length of time. Employees requesting, or

returning from, a leave necessitated by medical reasons may be required to provide a doctor’s request/release.

It is the employee’s responsibility to report to work at the end of an approved leave. Failure to do so may be considered a voluntary resignation of employment.

If an employee is absent for 3 days without an approved leave, or fails to call or report to work (no call, no show), it will be considered job abandonment and the employee will be subject to termination.

• Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.



Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department at HCC for more information or questions about military leave.

• Bereavement Leave

In the case of death in the immediate family, employees shall be allowed leave with full pay up to five (5) consecutive working days within 14 calendar days following the date of such death. You are eligible for the bereavement period if the death occurs during an employee's primary work schedule/appointment.

The immediate family is defined to include spouse, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by the employee's marriage, any other legal dependent, and any person for whom the employee was a legal dependent. In the case of death in the extended family, employees shall be allowed leave with full pay up to two (2) consecutive

working days within 15 calendar days following the date of such death. You are eligible for the bereavement period if the death occurs during an employee's primary work schedule/appointment.

The extended family is defined to include aunt, uncle, niece, nephew, or cousin, each similar relationship established by the employee's marriage, any other legal dependent, and any person for whom the employee was a legal dependent.

Proof of death shall be furnished if requested. Failure to provide proof shall result in loss of bereavement pay.



● Jury Duty

In compliance with applicable law, an employee may be granted time off to serve as a juror or witness, as requested by the court. If an employee's job is considered essential, the Administrative Team reserves the right to request the court to have the employee excused.

Cold Spring School employees will still be paid on the day(s) they report for Jury Duty and therefore, should not accept any payment from the courts. It is the responsibility of the employee to bring documentation from the day(s) of reporting for Jury Duty.

● Time Off to Vote

Cold Spring School encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, Cold Spring School will grant up to 4 hours of unpaid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

● Witness Leave

Cold Spring School acknowledges that, on occasion, employees may have an obligation to participate in legal proceedings as a witness. Cold Spring School provides employees with leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a legal proceeding as a witness, you must inform your supervisor and/or Human Resources as soon as possible to make arrangements for time off for that purpose. Cold Spring School reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Witness leave is generally unpaid; however, employees will be paid if the subpoena covers testimony:

- On behalf of or against of Cold Spring School.
- Concerning a work-related incident involving employees.

In addition, exempt employees who work any portion of a workweek in which they also take witness leave will receive their full salary for that workweek. Employees may opt to use any available accrued vacation time/paid time off in place of unpaid leave.

You are expected to return to work if you are excused from the legal proceedings during regular working hours or released from the legal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because:

- The employee has committed or are alleged to have committed a criminal act.

If you have any questions regarding this policy or if you have questions about witness leave that are not addressed in this policy, please contact Human Resources.

Retaliation for a n employee's taking leave permitted under this policy is strictly prohibited.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

● Indiana Military Family Leave

This policy provides guidance for any eligible employee who is the spouse, parent, grandparent, or sibling of a person who is ordered to active military duty for a period in excess of 89 consecutive days. Such employees may be eligible to take up to ten (10) days of unpaid leave per year to deal with issues related to that active duty call-up.

This policy applies to any employee who:

- Has been employed by the Cold Spring School for at least twelve (12) months;
- Has worked at least one thousand five hundred (1,500) hours during the twelve (12) month period immediately preceding the day the leave begins; and
- Is the spouse, parent, grandparent, or sibling of a person who is ordered to active duty for a period that exceeds eighty-nine (89) consecutive calendar days.

An eligible employee who wants to take a leave of absence under this policy must provide written notice, including a copy of the active duty orders if available, at least thirty (30) days before the date on which the employee intends to begin the leave; or, as soon as practicable if the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin.

Employees will be required to provide verification of an employee's eligibility for the leave/including verification of the active duty orders and/or the familial relationship with the person ordered to active duty.

If an employee fails to provide verification required under this policy, his or her absences may be considered unexcused.

Leave under this policy is unpaid. However, eligible employees will be required to substitute any earned paid vacation leave, personal leave, or other paid leave (except for paid medical leave) available to the employee for leave provided under this policy for any part of the ten (10) day period of such leave.

Upon conclusion of leave under this policy, an employee will be restored to:

- The position that the employee held before the leave; or a position equivalent to the position that the employee held before the leave, with equivalent seniority, pay, benefits, and other terms and



conditions of employment except in circumstances where an employee is not restored to the position for reasons unrelated to the employee's exercise of the employee's rights under this policy.

The following definitions apply to this policy:

"Grandparent" means a biological, adoptive, foster or step grandparent. "Parent" means a biological, adoptive, foster or stepparent, or a court-appointed guardian or custodian.

"Sibling" means a biological, adoptive or foster brother or sister.

Cold Spring School prohibits anyone from interfering with, restraining, or denying the exercise of or the attempt to exercise any right provided by Indiana's Military Family Leave Act. If you believe that you or another individual has been subjected to conduct of the type prohibited by the above policies, you are urged and expected to report the relevant facts promptly to Human Resources at HCC. You may make your report either orally or in writing.

Appropriate disciplinary action (up to and including termination of employment) may be taken against Cold Spring School personnel found to have violated this policy.

Threats or acts of retaliation against individuals because they, in good faith, report inappropriate conduct pursuant to this policy, or provide information in connection with a report by another individual will not be tolerated. In the event you believe that you have been retaliated against for having made such a report or having provided such information, you should use the above reporting procedures to bring the pertinent facts to the attention of Cold Spring School promptly. Cold Spring School will investigate and take appropriate action in the manner described above.



Family Medical Leave Act (FMLA)

A. General Provisions

You may be eligible for leaves of absence caused by certain family or medical reasons, for leave relating to care of a covered service member, or for certain exigent circumstances in the case of military leave. To be eligible for such a leave, you must have completed at least one (1) year of service, have worked at least 1,250 hours during the twelve (12) months preceding the commencement of the requested leave of absence, and work at a site that employs at least 50 employees within a 75 mile radius. In addition, you must be a qualifying family member in order to use leave for these purposes.

This policy will be applied in a manner that is consistent with all federal, state, and/or local laws in the jurisdiction in which the employee works. If any provision of a state or local law grants more generous leave rights than those outlined in this policy, the policy will be applied in a manner that is consistent with that state or local law.

B. Eligibility/Types of Leaves

Up to a total of twelve (12) weeks of unpaid leave during any rolling backward (measured backward from the date the leave is to commence) twelve (12) month period may be available to cover: (1) the birth of your child; (2) the adoption or foster care of a child by you; (3) the care of your spouse, child or parent because of a serious health condition; or (4) your own serious health condition. A serious health condition generally means an illness, injury or other medical condition which renders you unable to perform your job, such as a period of hospitalization or a period of incapacity exceeding three (3) full calendar days while under the continuing care or treatment of a health care provider.

FMLA leave for the birth, adoption, or foster care of a child must be taken within one year of the birth or placement. If spouses are both employed by Cold Spring School, they are permitted to take only a combined total of twelve (12) weeks of Family and Medical Leave during a rolling backward twelve (12) month period if the leave is taken for the birth of a child or after placement of an adopted or foster child, or to care for the child after birth or placement, or to care for a parent with a serious health condition.

Up to a total of twenty-six (26) weeks of unpaid, job protected leave in a single 12 month period is available in qualifying circumstances to care for a covered service member with a serious illness or injury. Covered family relationships to care for a covered service member include a spouse, child, parent, or next of kin for a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in line of duty on active duty in the Armed Forces. This type of leave is also available for covered family members of veterans who are undergoing medical treatment, recuperation or therapy for serious injury or illness that was incurred or aggravated in the line of duty on active duty in the Armed Forces and manifested itself before or after the veteran left active duty. A covered veteran is an individual discharged or released under conditions other than dishonorable within the five-year period preceding the date the employee first takes military caregiver leave. This type of leave will begin from the first date such leave is taken and calculated forward for the twelve (12) month period following that date. However, the combined maximum amount of leave for any qualifying reason when this type of leave is taken in the single twelve (12) month period is twenty-six (26) weeks.

Up to a total of twelve (12) weeks of unpaid leave in a rolling backward twelve (12) month period due to a qualifying

exigency arising out of the call to active duty of a spouse, child or parent in support of a contingency operation is also available. Eligible employees may take leave while a qualifying spouse, son, daughter or parent is on active duty or called to active duty status for one of the following reasons: short notice deployment; military events and related activities; certain childcare and school activities; financial and other legal arrangements; counseling; rest and recuperation for the covered service member; post-deployment activities; to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and additional activities as agreed upon by the employee and Cold Spring School.

C. Employee Obligations

When requesting leave or when Cold Spring School is attempting to determine whether an absence should be designated as FMLA, the employee must provide sufficient information to enable Cold Spring School to determine whether an absence may qualify for FMLA. If the employee seeks leave due to an FMLA-qualifying reason, for which Cold Spring School has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave. Calling in "sick" without providing more information will not be considered sufficient notice to trigger the employer's FMLA obligations.

You may also be eligible for other forms of paid leave under other Cold Spring School programs, including PTO or worker's compensation benefits. To be eligible for paid leave under any these policies, you must meet the eligibility criteria and provide any necessary documentation to Cold Spring School under the terms of that particular plan or policy. You may elect not to apply for those paid leave benefits, and still be entitled to unpaid FMLA leave if you establish that you are eligible for such leave.

Whenever the need for leave is foreseeable, you must request the leave not less than thirty (30) days before the leave is to begin. Failure to submit the request at least 30 days in advance will result in the leave being delayed, and any absences that occur prior to the beginning of the leave may be counted as unexcused under Cold Spring School's attendance program. A written leave of absence should be submitted to the Human Resources Department at HCC explaining the reason(s) for the requested leave, the anticipated length of the leave, and the starting and ending dates of the leave. If the need for leave is not foreseeable, you must give as much advanced notice as is practicable and complete the written leave of absence form.

You will be required to produce medical or other certification, satisfactory to Cold Spring School, in support of the leave request, or during the leave, or as a condition of return to work at the expiration of the leave. The appropriate certification must be completed prior to the leave if the need for the leave is foreseeable, or as soon as practicable if the leave is not foreseeable (at least within fifteen (15) days of the date the employee receives the request for certification). It is your responsibility to have this form completed and returned within fifteen (15) days, and a failure to timely provide the required certification may result in the leave being designated as non-FMLA qualifying with the absences being counted as unexcused pursuant to Cold Spring School's attendance policy, after an evaluation of the particular facts and circumstances.

You may be required to provide recertification verifying a continuing need for leave at various times by Cold Spring School. If you fail to timely return the completed recertification, Cold Spring School may proceed with the understanding that the absences in question are not due to a qualifying reason for FMLA leave, and the absences may be counted as unexcused under the attendance policy. If you fail to obtain your return to work fitness certification, your return to work will be delayed. If you fail to return to work at the conclusion of your leave, or provide Cold Spring School with documentation to support an extension of your leave, your employment may be terminated, after an evaluation of the particular facts and circumstances.



You may be required to submit to a second opinion under certain circumstances. If you fail to cooperate with the second opinion process, Cold Spring School may proceed with the understanding that the absences in question are not due to a qualifying reason for FMLA leave, and the absences may be counted as unexcused under the attendance policy.

You may be required to provide periodic reports of your status and intent to return to work. Cold Spring School requires a minimum of two (2) days' notice of your intent to return to work early. If you find that you do not require the amount of time originally contemplated for your FMLA leave, it is your responsibility to notify Human Resources immediately.

Upon the expiration of the leave, you will generally be returned to the job which you held prior to the leave of absence or to an equivalent position, unless your position has been affected by a reduction-in-force or reorganization, or unless there are circumstances which would have led to separation absent the leave. If an employee fails to return to work at the conclusion of FMLA leave Cold Spring School may proceed with the understanding that the employee has voluntarily resigned his or her employment, after evaluating the particular facts and circumstances.

D. Intermittent Leaves.

Leave which is necessitated by a serious health condition of an employee or an employee's spouse, child or parent may be taken intermittently rather than continuously. Similarly, leave due to care for a covered service member or for military exigent leave may be taken intermittently. Employees who take intermittent leave for planned medical treatment are required to make a reasonable effort to schedule the treatment so as not to unduly disrupt Cold Spring School's operations and are expected to arrange doctor visits during non-work hours, if possible. Generally, you are expected to discuss the planned medical treatment appointments with Cold Spring School prior to scheduling the appointments.

If your need for intermittent leave only requires you to miss part of your work day, you are expected to work the remainder of your shift, whether before or after your requisite period of intermittent leave. Under certain circumstances, employees using intermittent leave or reduced leave may be subject to temporary transfer to an alternate position for which the employee is qualified and that better accommodates the leave than the employee's regular position. Leave for the birth or following the placement of the child due to adoption of foster care may not be taken intermittently. However, any necessary meetings to effect the adoption prior to the placement are covered.

Authorized absences for family or medical leave will be considered excused absences for purposes of Cold Spring School's attendance policies.

Employees are required to follow Cold Spring School's established call-in procedures when they will be absent or late to work until such time as they are on an approved continuous leave of absence. Absent extenuating circumstances, employees who fail to follow the established procedure may be subject to disciplinary action, up to and including termination, after an evaluation of the particular facts and circumstances.

E. Fraudulent Use of Leave.

Using FMLA leave for any purpose other than its intended purpose will be considered grounds for disciplinary action up to and including discharge. Please understand that any such conduct may result in termination, after an evaluation of the particular facts and circumstances.

F. Outside Employment.

In accordance with Cold Spring School's policy prohibiting outside or supplemental employment during any leaves of absence, an employee who is on FMLA leave is similarly prohibited from engaging in outside or supplemental



employment. Violations of this policy may result in discipline, up to and including termination of employment.

G. Substitution of Paid Leaves

As a condition of receiving leave, you will be required to substitute for any of the twelve (12) week leave (or twenty-six (26) week leave in the case of care of the service member) any paid leave time otherwise available to you. The remainder of the leave will be without pay. For any period of time where you are receiving paid benefits under other Cold Spring School policies or worker's compensation benefits, the substitution of paid leave requirement will not be applicable.

H. Employee Benefits During Leave

Health insurance coverage will be continued during the leave under the same terms and conditions as are then applicable to similarly situated employees who are not on leave of absence. To the extent that employees not on leave are required to make any co-payments to maintain insurance coverage, you will be required to make the same co-payments to maintain insurance coverage. If you fail to return to work, and your failure to return to work is not due to the continuance or recurrence of a serious health condition or due to circumstances beyond your control, Cold Spring School may recover from you its share of the health care premiums paid on your behalf during the leave.

Under current Cold Spring School policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

It is intended that these guidelines concerning certain family and medical leaves of absence will operate as a supplement to other Cold Spring School policies, including PTO leave or other leave plans available. For example, leaves of absence longer than twelve (12) weeks and/or for reasons unrelated to childbirth, adoption or the serious health conditions of an employee or family member may be available pursuant to other Cold Spring School policies. Whenever an employee is eligible for leave pursuant to the Family and Medical Leave Act, and is also eligible for another type of leave under different Cold Spring School policies, it is Cold Spring School's intent that the leaves will run concurrently. The Family or Medical Leave will run the first twelve (12) weeks of the total leave. At the end of the twelve (12) week period, all rights under the FMLA, including reinstatement rights, will cease.

Any employee who believes that his or her rights under this policy have been violated should immediately report this concern to Human Resources at HCC, or your supervisor so that a proper inquiry can be undertaken. No employee shall be retaliated against for exercising rights under the FMLA.

For further questions, please contact Human Resources at HCC.



EMPLOYEE

UNDER THE FAMILY AND MEDICAL LEAVE

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; **For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.**

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee **substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies. While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.**

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must: Have

- worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.**

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or **continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.**

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and **responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.**

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

("1-866-487-9243) TTY: "1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



!WH
WAGE AND HOUR DIVISION

WH1420 REV 04/16



Employee Benefits

Cold Spring School currently offers a number of employee benefits to its eligible employees and their dependents.

The specific details of these benefits, including eligibility requirements, are included in the summary plan descriptions for the various benefit plans or in other summaries or explanations of coverage provided to employees. If you have any questions regarding these benefits or would like to request a copy of a summary plan description or explanation of coverage, please contact your HCC HR consultant or Benefit Coordinator.



Continuation of Benefits (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health, dental, and vision insurance coverage under Cold Spring School's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Cold Spring School's group rates plus an administration fee. Cold Spring School provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Cold Spring School's health insurance plan. The notice contains important information about the employee's rights and obligations.



Worker Compensation Insurance

Cold Spring School provides a comprehensive workers' compensation insurance program at no cost to employees. This program offers employees certain benefits for any injury or illness sustained out of and in the course of employment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately of their injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A failure to timely notify Cold Spring School could also adversely affect benefits to which the employee is entitled.

Standards of Conduct

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, Cold Spring School expects each person to work in a professional and cooperative manner with managers, coworkers, customers and vendors concerning work activities.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Because circumstances vary in each case involving possible disciplinary action, each situation will be handled on an individual basis. The types of formal discipline that may be imposed include verbal warnings, written warnings, final warnings, suspension, and/or termination. While progressive steps of discipline may be warranted in some circumstances, they may not and will not be warranted in all circumstances and accordingly are not mandatory. There are certain instances where the conduct or infraction of policy is of such a serious nature that Cold Spring School may terminate the employee immediately, without prior warning or consultation. Some of the more obvious unacceptable behaviors are noted below.

- Theft or inappropriate removal or possession of property or attempted theft from Cold Spring School, another employee, a client, vendor or other person doing business with Cold Spring School.
- Falsifying company records or reports including but not limited to time records; submitting or having submitted false information when applying for employment with Cold Spring School; falsely stating or making a claim of work-related injury or illness; providing any false information to Cold Spring School.
- Insubordination or failure to work in a cooperative manner with management/supervision, coworkers, customers and vendors concerning work duties.
- Violating Cold Spring School's policy of equal employment opportunity and nondiscrimination, harassment and/or retaliation.
- Failure to follow company policies and procedures.
- Receipt, request for or payment of bribes or kickbacks.
- Consumption, possession, sale, distribution, or transfer of illegal drugs or controlled substances on Cold Spring School premises or while transacting Cold Spring School business; reporting to work under the influence of drugs or alcohol, or while operating employer-owned vehicles or equipment.
- Fighting, assaulting, or provoking a fight on company premises.
- Misuse, destruction, or damage of Cold Spring School property or the property of customers.
- Violation of safety or health rules; Disregarding safety rules, procedures or practices.
- Possession of a weapon of any kind on Cold Spring School property, except as prescribed by law.
- Discourtesy to a customer, vendor or visitor.
- Excessive absenteeism or failure to properly notify of absences from work.
- Failure to perform assigned duties satisfactorily.
- Nothing in this policy, however, is intended to prevent employees from discussing the terms and conditions of their employment, or from engaging in concerted activity protected by law.



◆ Drug and Alcohol Free Workplace

Cold Spring School is committed to providing and maintaining a drug and alcohol free workplace. Therefore, any use/abuse of alcohol or drugs on any premises, facilities or work situation involving Cold Spring School employees, customers or suppliers is strictly prohibited.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug abuse in the workplace. This policy applies to all employees and all applicants for employment of Cold Spring School. The Human Resource department is responsible for policy administration.

Illegal Drugs or Controlled Substances

The unlawful manufacture, distribution, dispensation, possession, sale or use of an illegal drug or the improper use of controlled substance is prohibited in the workplace. Accordingly, no employee shall use or have in his or her possession illegal drugs or controlled substances that are not prescribed for him/her during working time or or business related activities, or on Cold Spring School property at any time. Additionally, no employee shall report to work under the influence of such substances. Possession of drug paraphernalia shall be considered evidence of violation of this rule. Searches of Cold Spring School property or employee property located on Cold Spring School property may be conducted at any time, and no employee should have an expectation of privacy in any property brought to work. Any employee who engages in such conduct may be subject to appropriate disciplinary measures up to and including discharge. For purposes of this policy, Cold Spring School will follow the threshold values established by the Department of Health & Human Services for employees covered by the D.O.T. regulations to determine a positive test result for illegal drugs or controlled substances.

This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so. Moreover, the legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Alcoholic Beverages

Because alcohol use can interfere with an employee's performance and/or pose a safety risk to others, Cold Spring School will not tolerate the use of alcohol on Cold Spring School property. No employee shall use alcohol during working hours. No employee shall report to work under the influence of alcohol. Any employee who engages in such conduct shall be subject to appropriate disciplinary measures up to and including discharge.

Substance Testing

Cold Spring School/HCC retains the right to require the following tests:

- Pre-employment: All new employees who are made a conditional offer of employment shall be required to successfully complete a test for illegal drugs and/or controlled substances prior to commencing employment. Refusal to submit to testing will result in disqualification from further employment consideration.
- Reasonable suspicion: Employees may be required to submit to alcohol and/or drug testing whenever their supervisor has a reasonable suspicion based on the employees' behavior, physical symptoms or reactions upon the supervisor's request. Examples of reasonable suspicion may include, but is not limited to: physical symptoms consistent with substance abuse (e.g., staggered gait, slurred speech, smell of alcohol on breath, inability to focus, etc.); or evidence of illegal substance use, possession, sale or delivery. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances. Human Resources will typically be consulted before sending an employee for reasonable suspicion testing.



- **Post-accident:** Any employee involved in an on-the-job accident (i.e., causing the accident (and not being injured) or being injured as a result of the accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) may be required to be tested for the presence of drugs or alcohol, unless Cold Spring School determines that the testing would be inappropriate under the circumstances. Cold Spring School will not require testing where the accident was very unlikely to have been caused by employee drug use (e.g., repetitive strain injury or bee sting). Cold Spring School will make the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Cold Spring School may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Employee Consent

All applicants for employment and employees to be tested will be provided a consent form authorizing the test and release of results to management. Refusal to sign such a consent shall constitute an independent violation of this policy. Any employee who refuses to be tested or otherwise fails to cooperate in the implementation of this policy may be subject to immediate discharge.

Confidentiality

All employee records pursuant to this policy will be maintained in a separate confidential file maintained in accordance with applicable statutory or regulatory requirements.

Law Enforcement Involvement

Law enforcement officers may be notified whenever suspected illegal drugs are found on the premises or Cold Spring School has reason to believe employees may be involved with selling, distributing, or purchasing illegal drugs while on Cold Spring School property.

Disciplinary Action

Employees who test positive or who otherwise violate this policy may be subject to immediate discharge.

Inspections

Cold Spring School reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees and contract employees may be asked to cooperate in inspections of their company work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Crimes Involving Drugs

Cold Spring School prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.





Dress Code

Employees of Cold Spring School are to model professional behavior, including professional dress. Cold Spring School's dress policy is business casual Monday-Thursday and casual on Fridays. However, employees should remember that their appearance affects the image of the company. Dressing appropriately and having good personal hygiene are important. Please consider the following:

- Leggings may be worn only in the event that the seat area is covered completely by another article of clothing such as a dress or long shirt.
- Business casual shorts of professional length are permitted.
- Dresses, blouses or shirts that have see-through or cut-out elements are not permitted.
- Clothing that promotes alcoholic beverages, tobacco, the use of controlled substances, depicts violence, is of a sexual nature, or is of a disruptive nature will not be permitted.
- Clothing that is excessively tight fitting or sexually suggestive will not be permitted.
- Clothing that is provocative, revealing, indecent, vulgar, obscene, or profane will not be permitted.
- Articles of clothing more than three inches above the top of the knee, including, but not limited to, dresses and skirts will not be permitted.
- Jeans may be worn on Fridays as long as they are not torn, slit, ripped or contain holes and accompanied by "spirit wear".
- No "hoodie" sweatshirts may be worn inside or outside the classroom unless it is spirit wear or represents higher education.
- Earrings, nose ring studs are approved; however, the administrative team must approve all other facial jewelry.

Any violation of the above-mentioned dress guidelines will be addressed with the employee. Repeated violations may result in disciplinary action, after an evaluation of the facts and circumstances. Any questions should be brought to the supervisor's attention.



Use of Phone and Mail Systems

Employees may be required to reimburse Cold Spring School for any charges resulting from their personal use of the Cold Spring School's telephone.

The use of Cold Spring School-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

◆ Business Communications

Cold Spring School maintains a variety of business communications systems and employs technology including phone, voice mail systems, access to the Internet, equipment, and devices, and all communications and information transmitted by, received from, or stored in these systems.

All Cold Spring School IT resources, including all information created, stored or received on or passing through Cold Spring School's systems, are the property of Cold Spring School. To ensure that the use of Cold Spring School's IT resources is consistent with legitimate business interests, Cold Spring School retains the right to monitor the use of such resources from time to time, and employees hereby consent to such monitoring, without further notice.

Rules on Personal Use. Cold Spring School IT resources shall generally be used for business or job-related purposes during working time. Any personal use of Cold Spring School email must be limited to non-working time (e.g., breaks and lunch periods) and be in compliance with all other Cold Spring School policies (including but not limited to non-discrimination and anti-harassment policies).

Off Limits. In no event will an employee be allowed to transmit, retrieve or store any information on Cold Spring School equipment which may violate applicable copyright laws or which may be considered discriminatory or harassing in nature (as defined by our discrimination and anti-harassment policies). Accordingly, employees are strictly prohibited from using Cold Spring School's e-mail system and Internet access for any of the following purposes:

- Viewing, transmitting, retrieving or storing material that may be considered in violation of Cold Spring School policies, such as the nondiscrimination and anti-harassment policies; accessing sites containing sexually explicit or pornographic material, illegal activities, or gambling is prohibited at any time;
- Transmitting any messages containing discriminatory or harassing remarks about an individual or group's race, color, religion, national origin, age, gender, disability or other legally protected characteristic, or any threats of violence;
- Transmitting any knowingly false information about your work;
- Attempting to break into the computer system of another organization or person;
- Sending or posting messages that disparage another organization's products or services; or
- For any other purpose which is illegal.

There is never a reason to share our confidential business strategies, operational plans, or forecasts or release information that is considered a company trade secret or confidential proprietary business information. Thus, employees are prohibited from transmitting or posting such information outside the organization without the prior authorization of the COO.

Copyrighted materials belonging to entities other than Cold Spring School, including software, publications, articles, graphics or other proprietary information, may not be transmitted by employees on Cold Spring School's e-mail system or via Cold Spring School's internet access. All employees obtaining access to any material prepared or



created by another company or individual must respect any attached copyrights. Respect such copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

Employees should not indicate that they represent Cold Spring School's view in any electronic communications unless they have received express written permission to do so by the COO. Similarly, employees should refrain from labeling any website or other electronic data room as a Cold Spring School site, or giving a similar impression, without express written permission from the COO to do so.

It's not private. Electronic mail using Cold Spring School's systems is the property of Cold Spring School, and users have no personal privacy or property interests in electronic mail received and sent. There should be no expectation that the contents of any message received or sent is confidential from Cold Spring School. Accordingly, the fact that access to Cold Spring School's computer or phone systems may be password-protected does not indicate that the communications are in any way regarded as private. Although email may allow the uses of passwords for security, confidentiality is not guaranteed. All passwords are known to Cold Spring School as the system may need to be accessed by Cold Spring School under certain circumstances.

Cold Spring School has the capability and reserves the right to review, audit, intercept, access and disclose all messages or materials created, received or sent over the electronic communications systems for any purpose. The contents of any computer file, e-mail message, voice mail message or Internet use may be disclosed without the permission of the employee. Employees hereby consent to such monitoring. This includes monitoring Internet usage and listening to stored voice-mail messages.

Notwithstanding Cold Spring School's right to retrieve and read any electronic communications, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees should not attempt to gain access to another employee's messages without the latter's permission. Employees are not authorized to retrieve or read any electronic communication that is not sent to them.

Employees should notify their immediate supervisor, the Human Resources Department at HCC or any member of management upon learning of violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment, after an evaluation of the particular facts and circumstances.

This policy will be applied in a manner consistent with all applicable federal, state or local laws. Nothing in this policy, however, is intended to prevent employees from discussing the terms and conditions of their employment, or from engaging in concerted activity protected by law.



Solicitation

To prevent disruptions in the operation of our facility, and to minimize interference with or inconvenience to all of us, the following rules apply to solicitation and distribution of literature on company property:

Outsiders: Persons not employed by Cold Spring School may not solicit or distribute literature on Cold Spring School property for any purpose at any time.

Employees: You cannot solicit for any purpose during working time. You may not distribute literature for any purpose during working time or in work areas.

“Working time” includes working time of both the employee doing the solicitation or distribution and the employee to whom it is directed. “Working time” does not include rest periods or meal times. “Work areas” do not include break rooms or rest rooms. If you have any questions as to the meaning of “working time” or “working area” please contact Human Resources at HCC for clarification.



Problem Resolution

Cold Spring School is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Cold Spring School supervisors and management.

Frequent informal communication between managers and employees is strongly encouraged to resolve any work-related problems. Employees should consider management's doors to be always open with respect to employee issues and concerns and employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern. No employee will be penalized, formally or informally, for voicing a complaint with Cold Spring School in a reasonable and business-like manner.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop the necessary trust and confidence in each other.

Bulletin Boards

Keeping you well informed is a priority because we think you can perform best as a member of our team if you know what's happening around you. Important information about official company business and items of interest is posted on the bulletin boards. The bulletin boards are used for official company business only (i.e. official memos, job postings). Bulletin boards are used to communicate official business, government information, company policy, and announcements such as organizational changes, safety rules, health items, benefit programs, and notices announcing special events. Employees may not post any form of literature, printed or written materials, announcements, advertisements, photographs or notices of any kind on Cold Spring School's bulletin boards. Violation of this policy will be grounds for disciplinary action, up to and including discharge.

Make it a habit to read the bulletin board regularly and carefully so that you will be kept informed of current Cold Spring School events and policy changes.



Professional Development

- **Performance Evaluations**

Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted periodically to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are generally scheduled approximately every twelve (12) months, generally coinciding with the anniversary of the employee's original date of hire.

Employee Separation



Employment Termination

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

Resignation - voluntary employment termination initiated by an employee.

Discharge - involuntary employment termination initiated by the organization.

Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.

Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

In addition, Cold Spring School will generally provide an exit interview at the time of termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Cold Spring School, and any other personal matter that the employee cares to share. Suggestions, complaints, and questions can also be voiced. Upon termination, the employee is responsible for returning all Cold Spring School equipment, keys, and other property prior to leaving.

The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.



Reduction of Staff

Economic slowdown, financial reversal, or other circumstances may make it necessary to reduce an employee's working hours or even lay off employees.



Resignation

If an employee chooses to resign, he/she is required to provide a 30-day notice in writing to the COO, indicating the last day of work. A teacher who resigns prior to the end of the school year will require a salary adjustment. The COO will work with HCC to determine any payout of any wages in a timely manner.



Return of Property

Employees are responsible for all Cold Spring School/HCC property, materials, or written information issued to them or in their possession or control.

Employees must return all Cold Spring School/HCC property immediately upon request or upon termination of employment. Where permitted by applicable laws, Cold Spring School/HCC may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Cold Spring School/HCC may also take all action deemed appropriate to recover or protect its property.



Cold Spring School Policies

Contact With the Media

ALL media inquiries regarding Cold Spring School and its operations MUST be referred to the COO. Only the COO is authorized to make or approve public statements pertaining to Cold Spring School and its operations. No employee, unless specifically designated by the COO, is authorized to make those statements.

Staff Media Release:

As a member of the Cold Spring School team, an employee may be photographed, videotaped, or interviewed as part of our marketing campaign. If an employee does not feel comfortable with this exposure, please contact the Administrative Team.

Corporate Credit Card

The corporate credit card cannot be used for personal expenses or to obtain cash advances, bank check, traveler's checks, cash transfers for expenses other than those incurred by the assigned employee named on the card.

Misuses of the card will result in cancellation of the card and withdrawal of credit card privileges. If the card is used for an employee's personal expenses, Cold Spring School reserves the right to recover these monies from the employee cardholder. Cardholders will be required to sign a document authorizing that Cold Spring School may recover, from their salary, any amount incorrectly charged to Cold Spring School.

Certification and Other Licensing Requirements

Certain Cold Spring School employees may be required to maintain a current license or certification as a condition of employment. Employees will be informed by their supervisor if there are any licensing requirements for a given position. It is the responsibility of the employee to maintain a certification or license that is considered a requirement of his/her position. The employee must notify the COO within five days if they fail with this requirement. Failure to qualify for or to maintain appropriate license or certification may be cause for termination.

If your position at Cold Spring School requires you to be certified in a certain field of work, or highly qualified to teach a specific subject area, you must have these necessary qualifications prior to starting with Cold Spring School.

Operating Hours

The main office of Cold Spring School's operating hours will be Monday-Friday from 8:00am-4:30pm on days when school is in session. The main office will be open one week prior to the opening day of school for students and for one week after the last student day of school. The school will be closed for all holidays and student breaks, unless posted.

All employees are to arrive by 8:15am and stay until all students, expect the students staying for afterschool activities or the After Care program, have been dismissed, unless other arrangements have been made with the Administrative Team of Cold Spring School. Employees are to work the days agreed upon per their Memo of Mutual Understanding and understand that arriving earlier to work for meetings or periodic events, or staying later for these meetings or events, is within the nature of the teaching profession.



● **Care of Equipment**

Employees are responsible for equipment used in performing work. Any damage or failure of this equipment must be reported to the Supervisor immediately. Equipment or supplies are not to be removed from work premises without proper authorization. Any items employees have received via donation for the school must remain at the school at all times, and remains at the school in case of employee/employer separation.



● **Hazardous Chemicals and Right to Know**

Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act (OSHA). If employees believe they are being exposed to a known or suspected hazard, when working with toxic chemicals or substances, they have a right to know about such hazards through safety data sheets (SDS). Supervisors are to review the SDS with employees. If a Supervisor does not have this information available, contact Cold Spring School immediately.

Employees who work with, or contact, hazardous chemicals or substances are to consult with their supervisor regarding the proper handling of such chemicals in the workplace during orientation and new employee training.

● **Domestic Violence Policy**

Domestic violence is generally defined as violent or intimidating behavior committed by one partner in a marriage or other intimate relationship against another. The abusive behavior may be physical, sexual, economic, or psychological, with the primary purpose to control, dominate, or hurt the partner in the relationship. Cold Spring School is committed to providing a safe, productive environment for its employees and will do all it reasonably can to protect its employees while at work from the effects of domestic violence. However, this policy does not intend to create any obligation or liability on the part of Cold Spring School that is not otherwise required by law.

Any employee who is or suspects that another employee is being threatened or victimized by domestic violence is encouraged to report the matter to Cold Spring School. Cold Spring School will discreetly investigate the alleged situation and discuss available options with the adversely affected employee. This discussion will include appropriate internal and community referral resources, a safety plan in the workplace to attempt to prevent violence or threatened violence to the victim at work or on premises, and available and appropriate utilization of any applicable health insurance benefits and/or leave policies. Any employee who engages in acts of domestic violence in the workplace, including using Company resources to engage in such behavior will be subject to discipline up to and including termination of employment.

● **New Hire Policies**

Applicants given a Memo of Understanding (employment offer) may be required to successfully pass a drug screen, criminal history background, post-offer physical examination, or other tests considered applicable. Applicants may also be required to present proof of a valid driver's license and certificate of insurance on their vehicle. If job-related, failure to maintain acceptable driving licensure or vehicle insurance may be sufficient cause for immediate termination of employment.

● **Other Employment**

Employees must inform the COO of Cold Spring School of any other job appointment or position that might interfere with duties or assignments with the company.



● **Company and Personal Property**

Cold Spring School reserves the right to inspect company property at any time. Prior authorization must be obtained before any company property is removed from premises.

Cold Spring School is not responsible for loss or damage to personal property. Valuable personal items such as purses and all other valuables should not be left in areas where theft might occur. Cold Spring School may, at its discretion, inspect any locker, package, purse, tool box, vehicle or other personal belongings brought onto the company premises in connection with the investigation of any rule violation or in the maintenance of a safe workplace, pursuant to applicable law. Employees are expected to cooperate in all investigations of suspected rule violations or of workplace safety.

● **Attendance and Punctuality**

Employees are expected to be at their assigned place of work and ready to work at the established starting time. Employees are expected to remain at this position and perform work assignments until the end of the day. Teacher work hours are typically from 8:15am-4:15pm, with the understanding that all teachers need to stay until student dismissal has been completed. To maintain a safe and productive work environment, Cold Spring School expects employees to demonstrate regular and predictable attendance and to be punctual in reporting for scheduled work. This policy will be applied in a manner consistent with all applicable federal, state and local law.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Excused absences include the following: illness (as long as the appropriate call in procedures have been followed), pre-approved personal time off request, an approved leave of absence, military leave, or jury duty.

A member of the administrative team must be notified of any absence, late arrival or leaving early. All classroom teachers should have a sub binder that is current which

includes a class list, transportation, schedule, emergency procedures and seating charts. If an employee absence requires a substitute, it is the employee's responsibility to contact Parallel to request a substitute. Any employee needed to leave early, or for a short period during the workday, should notify the administrative team. The administrative team will arrange for coverage for the employee.

Paid time off forms are available from the administrative associate. Please fill one out as soon as you know you will be taking a paid day. Submit the completed form to the administrative team for approval. All PTO time is subject to approval. Once the request has been approved, it is the employee's responsibility to contact Parallel to request a substitute. Paid time off days should not be taken and may not be approved if directly before or after a break or extended weekend. These days may be considered "unpaid".

Employees who incur excessive unexcused absences may be subject to disciplinary action, up to and including discharge.

● **Master Schedule**

The day to day operations of Cold Spring School will follow the master schedule and Special Area schedule. This will allow for adequate supervision throughout the school day. These schedules will be reviewed with all Cold Spring School staff members prior to the opening of school. Special Area teachers should be in their assigned spaces on time and classroom teachers should be prompt when picking up their students. Teacher tardiness puts an extra burden on others.

● Liability of Staff for Student Welfare

The safety of students on the grounds, on the bus and during all school sponsored events at all times students are present is the responsibility of all Cold Spring School employees. To minimize the occurrence of situation in which employees may incur liability for actions related to students, all employees:

- Should not leave students unattended for any reason.
- Should not allow or permit students to enter the workroom/adult-designated space without being accompanied an adult.
- Should not leave an unqualified person in charge of students without prior knowledge of the Administrative Team.
- Should accompany students wherever they are assigned and remain with them until another responsible person assumes supervision.
- Should not leave a student in charge of other students.
- Should ensure students do not use non-school-owned equipment or any school-owned-equipment, which may be potentially dangerous.
- Should ensure classroom is locked at all times it is not occupied.
- Should organize classroom materials and equipment so as to minimize danger or injury to students and to self.

If an area is unlocked for anyone for any reason, the Cold Spring School employee or authorized adult is responsible for ensuring the area is locked up after its use. Under no circumstances is staff and/or custodial workers authorized or permitted to open a facility for unsupervised student use.

Active Supervision

Employees are responsible for the students and should be actively supervising students in their care. Students should not ever be left unattended. If an employee needs to leave an area while they are supervising students, they are to notify another staff member to see if they

can provide supervision coverage for a brief amount of time. Employees may also notify the office, but should not leave their assigned area until relief coverage from the office has arrived.

Accidents and injury can happen very quickly but many can be avoided if employees are actively supervising the students. Employees should not be standing or sitting together during supervisory times. At recess and lunch, employees should be moving around so that all areas of the play area are supervised. In the classroom, employees should position themselves so that they have a clear view of what is happening throughout the classroom. It is important that during times of supervision, students can get to the employees quickly. All accidents or injury, no matter how small, must be reported to the office. The employee will complete an accident report and notify the parent.

Classroom teachers should be actively moving around their classrooms during instructional time. Each classroom teacher is provided an air slate to make moving around their classrooms more accessible during instructional time.

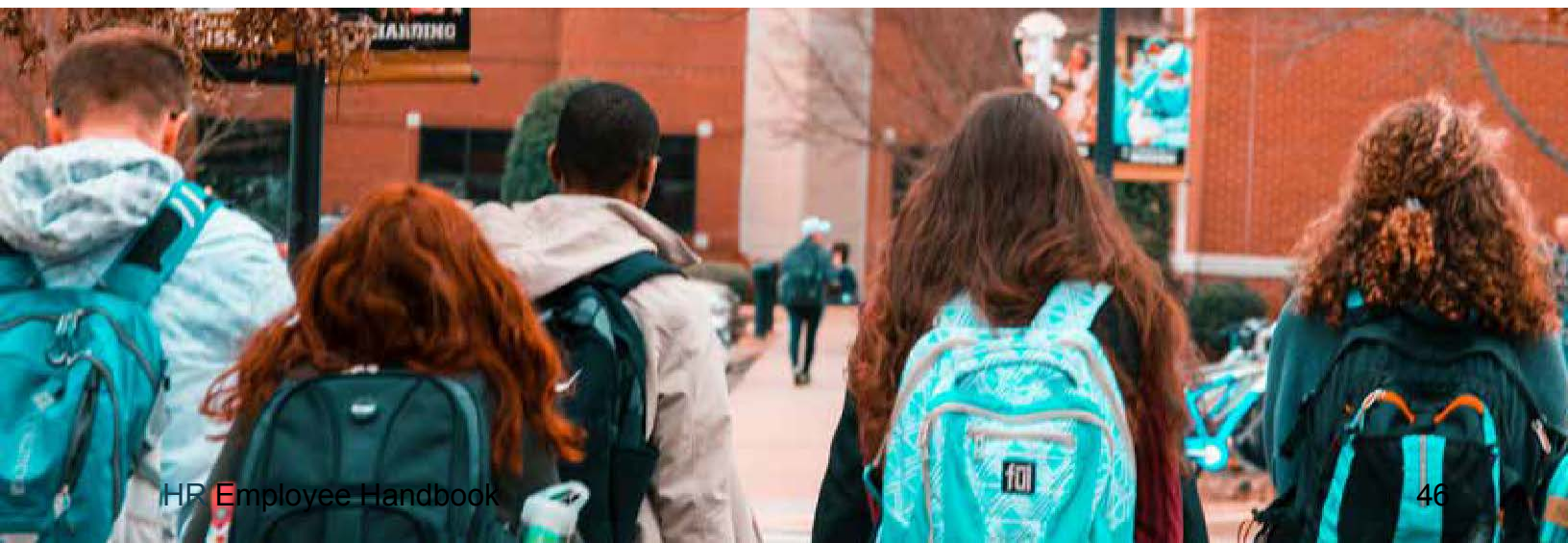
Seclusion and Restraint

Indiana Code 20-20-40 et.al. requires that IPS implement Seclusion & Restraint policy and guidelines to ensure that all students and staff are safe in school, and that students who may have behavior crises are free from inappropriate use of seclusion or restraint. The guidelines apply to both in-school and before and after school extra-curricular activities.

Click on this link to access IPS Full Seclusion & Restraint Guidelines. Also, ensure your staff are documenting each incident and submitting required forms.

DCS and Title IX Procedures

Employees of a school have an increased responsibility





to report abuse or neglect to DCS. If a student makes a report, the employee is responsible for making the call. We report. We do not investigate.” Anytime neglect or abuse is suspected, DCS must be called.

Student Medication

In accordance with the Indiana Statutes, all Cold Spring School employees will follow the following procedures.

- All student medication must be brought to the office.
- No medication will be administered or made available to any student until there is verification that it is by order of a physician. All medication requiring a physician’s prescription and sent to school for school personnel to dispense, must be accompanied by the Medication Information Permission form. No medication will be administered without this form completed and sent with medication.
- All students taking prescribed medication during the school day must do so in the office and must be administered by office personnel (Epi-pens and Inhalers may be used by the student/teachers in emergency situations)
- Non-prescription medication is not to be administered to students unless the parents or guardians make the request in writing. The parent must also provide the non-prescription medicine with written directions for dispensing.

Students will come to the office to take their medication at the appropriate time. The office staff will administer the medication and will keep a log of the date and time the medication was administered. Staff members are responsible for ensuring all medication that students bring is delivered to the front office. Students who have severe allergies or asthma may keep their Epi-pens or inhalers with them if the parent has granted written permission. Otherwise, these devices are to be stored in the front office at all times.

It is the classroom teacher’s responsibility to ensure that all student medication is taken on field trips with them

for their students and given per instructions. Any time a student uses an Epi-pen, the office and student’s parent must be notified immediately.

Building Security

As part of the Cold Spring School community, all employees are responsible for the care of the campus. Employees should be alert to any debris or broken items around campus and notify the office or custodial staff immediately.

General building security is everyone’s responsibility. Doors to the outside are to remain shut at all times. Doors should never be propped open for any length of time. Employees and students should not let visitors into the building. All visitors should enter through the main entrance, sign in with the front desk and receive a Visitor’s badge. Employees should shut and lock their doors when they leave. All windows must be shut at the end of each workday. The building has an enclosed entrance, locks on all doors an alarm connected to School Police and procedures to help make the building a secure space. Employees should report suspicious visitors to the office or the police and should escort anyone in the building they do not recognize to the front office.

Drills/Emergency Procedures/ Safety Plan

Cold Spring School practices different types of safety drills each month. All staff members are to have their “crisis flipcharts” in their rooms and hung by the door at all times. During any emergency, the chart is to be taken with you and utilized in the intended ways. Follow exit routes posted in classrooms. Students should be silent when exiting the classrooms to allow all involved to hear instructions that may be made.

The Administrative Team will monitor and check the building to ensure it is secure. Staff will be notified when it is safe to return to normal. Employees should read and be familiar with the Guide to Emergency Procedures and the school safety plan.

The Administrative Team should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If the Administrative Team is unavailable, contact IPS School Police at (317) 226-4633 or IMPD at 911.

Should an emergency result in the need to communicate information to employees outside of business hours, the Administrative Team will contact you. Therefore, it is important that employees keep their personal emergency contact information, including personal email address, up to date.

When events warrant an evacuation of the building, you should follow the instructions of the Administrative Team. Employees should leave the building in a quick and orderly manner. Employees should assemble at the pre-determined location to await further instructions or information.

Cold Spring School follows the Indianapolis Public School system in regards to school delays and closings.

Social Media/Photo Release

Social Media is a way to share information with family, friends, co-workers and school stakeholders. However, the use of social media also presents some risks and carries with it certain responsibilities.

Employees should refrain from using social media while on work time or on equipment provided by the employer, unless it is work-related as authorized by a member of the Administrative Team or consistent with company computer, email and internet policy.

Employees should not use work email addresses to register on social networks, blogs or other online tools utilized for personal use. Employees should avoid “friending” or establishing personal connections with scholars on social media sites unless a designated school profile is being used for this explicit purpose.

Employees should always be fair and courteous to fellow associates, customers, members, scholars, suppliers or people who work on behalf of Cold Spring School. They should also keep in mind that work-related complaints are more likely to be resolved by speaking directly with co-workers or by utilizing the Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if employee complaints or criticism are posted, employees should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, associates, scholars, scholars’



families or suppliers, or that might constitute harassment or bullying.

Employees should be honest and accurate when posting information or news, and if a mistake is made, should correct it quickly. They should be open about any previous posts that have been altered.

Employees should maintain confidentiality and should not post internal reports, policies, procedures or other internal business related confidential communications.

Employees should not create a link from a personal blog, website or other social networking site to a Cold Spring School website without identifying themselves as an associate. Employees should express only their personal opinions and should never represent themselves as a spokesperson for Cold Spring School.

All students should have a photo release completed by their families, granting permission for employees to post photos of the students on any social media site or for the students to be involved in any video footage.



● Phone Calls, Mail Systems, and Visitors

Employees may be required to reimburse Cold Spring School for any charges resulting from their personal use of the Cold Spring School's telephone.

The use of Cold Spring School-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

Employees should use school telephones for school purposes. Personal cell phones should not be out during instructional time. Employees should not use instructional time to text or contact parents. Due to the nature of the Cold Spring School campus, employees need to notify the office each time they are leaving the building with groups of students and should take their cell phones with them.

Employees should then notify the front office when they have returned to the building. This procedure is necessary to help ensure the safety and security of our students, as well as, in the event a parent comes to pick up their child from that classroom.

Any company-provided telecommunication devices may be monitored at any time for any reason, including but not limited to, training purposes or monitoring geographic location, pursuant to applicable law.

Do not use company stationary, stamps, postage meters or other company supplies for personal mail. Employees' personal correspondence must not be sent to the workplace, unless the Administrative Team has given prior permission.

Personal visits by visitors to the workplace may also be restricted.

● Progressive Discipline Policy

The purpose of this policy is to state Cold Spring School's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Cold Spring School desires to ensure fair treatment of all employees and making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent reoccurrence, and prepare the employee for satisfactory job performance in the future.

Disciplinary action may call for any of four steps—documented verbal warning, written warning, final written warning (which may include suspension with or without pay), or termination of employment, depending on the

severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed:

1. Documented verbal warning
2. Written warning
3. Final written warning and possible suspension
4. Termination of employment

Cold Spring School recognizes that there are certain types of employee problems that are serious enough to justify either a final written warning, with or without suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

Professional Conduct Expectations

Cold Spring School expects each person to work in a professional and cooperative manner with managers, coworkers, customers and vendors concerning work activities. We know employees who violate the rules are rare exceptions. Because circumstances vary in each case involving possible disciplinary action, each situation will be handled on an individual basis. The types of formal discipline that may be imposed include verbal warnings, written warnings, final warnings, suspension, and/or termination. While progressive steps of discipline may be warranted in some circumstances, they may not and will not be warranted in all circumstances and accordingly are not mandatory. There are certain instances where the conduct or infraction of policy is of such a serious nature that Cold Spring School may terminate the employee immediately, without prior warning or consultation.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment.

Employees are expected to demonstrate good judgment, ethical personal behavior and common sense. A few of the actions, but certainly not all, that may result in discipline are listed below and may result in disciplinary actions up to and including termination of employment.

1. Employees are not to conduct personal business during work hours.
2. Relevant protective equipment must be properly utilized as directed.
3. Employees must report all injuries or accidents to their Supervisor immediately.
4. Employees are not to cause poor-quality or defective work.
5. Employees must be physically and mentally capable of performing work assignments with or without reasonable accommodation.
6. Employees are responsible for all property placed in their custody.
7. Employees are not to neglect job duties or responsibilities, or any work assigned.
8. Employees should never transport scholars in his/her personal vehicle.
9. If a situation occurs that could be construed as inappropriate, employees should immediately notify the administrative team.
10. If an employee knows of, or reasonably suspects, an inappropriate relationship between another employee and a scholar, s/he is obligated by this policy to notify the administrative team immediately.

Failure to do so may result in termination.

In addition, the following are some actions that are considered gross misconduct. We cannot possibly include every acceptable or unacceptable action and encourage employees to utilize common sense. These examples simply serve as a reference guide during work and at company-sponsored activities. Employees who engage in gross misconduct are subject to immediate termination of employment. Gross misconduct includes, but is not limited to:

1. Bringing firearms or weapons of any kind, intoxicating liquors or narcotic drugs or chemicals into the office or onto the premises of work, pursuant to applicable law.
2. Being on the job while under the influence of alcohol, unapproved prescription drugs, unapproved non-prescription drugs, or intoxicants of any type.
3. Falsifying information on Cold Spring School forms, reports or records.
4. Falsely stating or making claims of injury.
5. Removing or using, without authority, property, records, or other materials of Cold Spring School or other relevant persons.
6. Fighting, threatening, intimidating or coercing any visitor, employee, supervisor, vendor, or anyone else with whom employees come into contact as a result of work.
7. Damaging or destroying Cold Spring School property, or wasting of materials.
8. Loitering or sleeping while on duty.
9. Refusing to follow the administrative team directions or instructions, or other insubordinate conduct.
10. Violating safety or health rules or practices, or engaging in conduct, which creates a safety hazard.
11. Engaging in unlawful or improper conduct on or off work premises, during work or nonworking hours, which affects an employee's relationship to work, fellow employees, supervisors, Cold Spring School, products, property, reputation or goodwill in the community.
12. Leaving the department or work before the end of the shift without the authorization of the immediate supervisor.
13. Using Cold Spring facilities and time for personal business or unauthorized possession or use of the Cold Spring School keys.
14. Smoking on property.
15. Providing prescription drugs to others in the workplace, either at not cost or selling for profit.

Note: The foregoing rules are not intended to be inclusive of the required discipline, proper standards of conduct, or obligations which employees must observe at all times.

● **Grievance Policy**

Cold Spring School is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Cold Spring School supervisors and management.

Frequent informal communication between managers and employees is strongly encouraged to resolve any work-related problems. Employees should consider management's doors to be always open with respect to employee issues and concerns and employees are encouraged to offer positive and constructive criticism. Employees may also contact the board or an HR Consultant at HCC with any concerns.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern.

No employee will be penalized, formally or informally, for voicing a complaint with Cold Spring School in a reasonable and business-like manner.

Board members and other volunteers may submit concerns directly to the chair of the Board.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop the necessary trust and confidence in each other.

Cold Spring School will investigate all reports filed in accordance with this policy with due care and promptness. Matters reported internally without resolution, will be investigated by the Administrative Team to determine if the allegations are true, whether the issue is material and what actions, if any, are necessary to correct the problem.

● **Student Behavior and Discipline**

Employees are expected to create and maintain a positive learning environment for all students. When a student disrupts the safety or the learning of others in the classroom, that student is subject to disciplinary measures. All employees will deal with the student misbehavior in a calm manner that respects the student's dignity.

Maintaining a safe and happy learning environment for students begins with strong classroom management plans. Classroom management plans and classroom procedures must be posted in each classroom. If a teacher has worked through the classroom management strategies and are not seeing a noticed improvement of student behavior, teachers should contact the office or the school

Culture and Climate Specialist, who will come and remove the child from the classroom. Teachers should call the office and request members of the Crisis Team in extreme circumstances. Students should never be placed in the hallway unattended as a form of discipline. Employees should practice "hands off", unless a child is a danger to themselves or others.

If an incident occurs at school in which an employees needs to notify parents, the employee should attempt to contact the parents prior to the end of the school day. If an accident or injury has taken place, the employee who was supervising the student at the time of the accident or injury must complete an Accident/Injury Form.

● **Family Communication**

Strong teacher and parent/guardian communication is key to ensuring the academic and behavioral success of each student. Teachers should communicate academic and behavioral progress no less than once weekly to parents and should keep a communication log. Progress reports will go home with students every other week. When communicating with families, employees should begin with positive feedback and then describe the situation of concern. Employees should be polite, courteous and should listen to the family concerns.

When families complain to the administrative team, the team will document the concern and forward it to the teacher via email. The teacher must respond to the parent and copy the administrative team on the email or report the outcome of the phone call or contact.

All employees will participate in the scheduled Parent In Touch Conference days.

Grades

Cold Spring School will utilize PowerSchool for grade books. It is expected that all teachers keep their grade books current. Three progress reports will be sent home every quarter as directed by school administration. Progress reports should be comprehensive with current grades and missing assignments.

Every class will have the following grade weights for final grades:

- Assignments – 50%
- Classwork – 40%
- Homework – 10%

All teachers will accept missing work from students. Any missing work can be completed until 7 days prior to the end of the grading period. All make-up work will be graded, but the highest possible grade entered into the

grade book will be 80%.

All teachers will allow students to retake assessments if a student scores less than 80%. Any retake assessments can be completed up until 7 days prior to the end of the grading period. All retake assessments will be graded, but the highest possible grade entered into the grade book will be 80%.

Homework and Classwork assignments can be completion grades or grade for mastery. Assignments in math and ELA must follow the assignment rubric outlines in the Zeam and Wonder's curriculum. STEM Club assignments can be used for a science grade.

The following are requirements for the number of assignments for each class:

	Assignment	Classwork	Homework
Math	Summative: Min 2/quarter Formative: Min 1/week	Minimum of 3/week	Maximum of 2/week
ELA*	Summative: Min 2/quarter Formative: Min 1/week	Minimum of 3/week	Maximum of 2/week
Science	Minimum 2/quarter	Minimum 1/week	Maximum 1/week
Social Studies	Minimum 2/quarter	Minimum 1/week	Maximum 1/week
Spelling	Minimum 7/quarter	Minimum 1/week	Maximum 1/week

*Reading & Language Arts have been combined into one class

MTSS, 504s, IEPs, and Referrals

If there are students who have academic, social or behavior concerns, a teacher is encouraged to make a referral to MTSS (Multi-Tiered Systems of Support). A team will meet with the teacher to discuss the student's strengths and challenges to develop an intervention plan. The teacher is then responsible for implementing the intervention plan with fidelity and collecting data. The team will then meet 4-6 weeks later to check progress of the student. At that point, the intervention plan can continue or be modified.

Students who have a medical condition that requires them to receive additional accommodations or modifications will take part in a 504 process. This is facilitated by our Social Worker. Once the 504 conferences have been held,

the Social Worker will ensure that all staff working with that student is aware of the plan.

Students who have been through the MTSS process and are still showing signs of challenges may be referred to our ITeam for Special Education testing consideration. If a student moves through the Special Education testing process and qualifies for services, the student will receive an IEP. Special Education teachers will ensure that all necessary staff members have access to, or a copy of, the IEP.

Full compliance of all IEP's, 504's and Behavior Plans is expected from all staff.

● Testing Security and Integrity

This policy is to ensure that Cold Spring School is in compliance with the assessment and testing policies of Indianapolis Public Schools and the Indiana Department of Education.

Assessment Implementation

The summative and formative assessments given at Cold Spring School will be administered in collaboration with the IPS Assessment office.

School Testing Coordinator

Cold Spring's Administrative Team and School Testing Coordinator (STC) will carry out duties assigned by IPS Assessment office in regards to administration of assessments and testing security procedures.

Training

The Administrative Team and/or the School Testing Coordinator will conduct trainings for all staff regarding the procedures for administering assessments, providing accommodations, and testing security policies described in Cold Spring's Testing Security and Integrity Policy, as well as, the Code of Ethical Testing Practices and Procedures.

Handling and Tracking of Secure Testing Material

A. Upon arrival of materials at the building the Principal or STC will verify quantities and sort materials as necessary.

B. Secure testing materials will be locked in a designated area and shall only be distributed by the principal, STC, or by a staff member after signing the materials out on a log sheet. Teachers and other school staff members will not be allowed access to secure testing materials (except for examiners being allowed to view the Examiner's Manual) more than 24 hours in advance of test administration.

C. On testing days, staff members shall use a form to check out, sign for, and return all testing materials from the building Principal and/or STC. Assessments should be checked out immediately before testing and checked back in immediately afterwards.

D. During testing sessions, examiners, or proctors, will distribute and collect materials. Students will not be allowed to leave the room at the end of the test until the examiner accounts for all testing materials.

E. The testing locations should never be unsupervised except in the event of school safety evacuations or a medical emergency. In the event of an emergency, students will leave their assessment materials in their assigned testing area.

At the end of the testing sessions the Principal or STC will organize the materials according to procedure provided by REA or the assessment company. The materials will then be returned to the Corporation Testing Coordinator.

Before Testing

A. Teachers will give students practice with materials provided by the district or other appropriate materials that give experience and practice with various item types and format which cover the Academic Standards, not just the assessment content.

B. A schedule for testing will be established and shared with appropriate staff, students, and parents.

C. The STC will prepare for the administration of the tests by organizing examiners, proctors, student testing groups, as well as, testing rooms as needed.

D. Examiners of students who have testing accommodations will be prepared to provide those accommodations outlined in their IEP, ILP, or 504 plan by the STC, TOR, or other appropriate staff.

E. Any necessary practice tests will be given within the appropriate timeline.

F. On the day of testing, staff will follow secure check out procedure for testing material.

During Testing

A. Examiners will provide and optimum testing environment.

- Allows for necessary accommodations in accordance with IEPs, ILPs, or 504s
- Has the appropriate materials or technology prepared
- Has reference material covered or removed

B. Examiners will follow the Examiner's Manuals for testing procedures and protocol.

C. Examiner and Proctors monitor the testing session and report any irregularities or allegations about inappropriate testing practices to the STC or Principal who will investigate.

D. Students who arrive late will be sent to the office to wait until an examiner is available to make up their test.

After Testing

A. Examiners and proctors will collect and return all testing materials following secure check-in procedures.

B. If any incidents occurred, the Testing Irregularity Report form will be filled out and submitted to the IPS Assessment office.

Late Students

A. If a student arrives late and their testing has already started, they will be asked to wait in the office, or another designated location, until their class is finished. Their test will be made up as soon as an Examiner is available to administer the test.

Absent Students

A. Test Examiners will keep track of absent students on an attendance sheet. The STC will gather names of absent students and schedule make up tests. When the students return they will resume the testing schedule with their class and their missed test(s) will be made up when time permits.

Sick/Injured Students

A. If a student is unable to test due to sickness or an injury, this will be recorded on the Test Examiner's attendance sheet. The STC will schedule the make up test. If an illness occurs during testing we will follow the procedures outlined in the Indiana Program Manual.

Emergency Procedures

A. In case of an emergency where testing is interrupted, the Test Examiner(s) will make note of the current time so that they are aware of the amount of time that remains in the test session. While students are waiting for the test session to be able to resume, the Test Examiner will not permit the students to discuss the content of the assessment. Once students are able to resume testing, the Test Examiner will allow students the exact time left in the testing session to complete the interrupted test session. All interruptions should be documented on the testing irregularities form.

It Is a Violation of Test Security to:

- A. Give students access to test questions in advance
- B. Coach students in any way during the test
- C. Discuss, paraphrase, copy, reproduce any portion of a secure test document or actual/paraphrased student response for any reason
- D. Permit students or adults to have cell phones in the testing room
- E. Alter answer documents before, during, or after testing
- F. Score student responses on the assessment before returning documents for scoring

Cold Spring School expects each person to work in a professional and cooperative manner with managers, coworkers, customers and vendors concerning work

activities. We know employees who violate the rules are rare exceptions. Because circumstances vary in each case involving possible disciplinary action, each situation will be handled on an individual basis. The types of formal discipline that may be imposed include verbal warnings, written warnings, final warnings, suspension, and/or termination. While progressive steps of discipline may be warranted in some circumstances, they may not and will not be warranted in all circumstances and accordingly are not mandatory. There are certain instances where the conduct or infraction of policy is of such a serious nature that Cold Spring School may terminate the employee immediately, without prior warning or consultation.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment.

Employees are expected to demonstrate good judgment, ethical personal behavior and common sense. A few of the actions, but certainly not all, that may result in discipline are listed below and may result in disciplinary actions up to and including termination of employment.

1. Employees are not to conduct personal business during work hours.
2. Relevant protective equipment must be properly utilized as directed.
3. Employees must report all injuries or accidents to their Supervisor immediately.
4. Employees are not to cause poor-quality or defective work.
5. Employees must be physically and mentally capable of performing work assignments with or without reasonable accommodation.
6. Employees are responsible for all property placed in their custody.
7. Employees are not to neglect job duties or responsibilities, or any work assigned.
8. Employees should never transport scholars in his/her personal vehicle.
9. If a situation occurs that could be construed as inappropriate, employees should immediately notify the administrative team.
10. If an employee knows of, or reasonably suspects, an inappropriate relationship between another employee and a scholar, s/he is obligated by this policy to notify the administrative team immediately. Failure to do so may result in termination.

In addition, the following are some actions that are considered gross misconduct. We cannot possibly include every acceptable or unacceptable action and encourage employees to utilize common sense. These examples simply serve as a reference guide during work and at company-sponsored activities. Employees who engage in gross misconduct are subject to immediate termination of employment. Gross misconduct includes, but is not limited to:

1. Bringing firearms or weapons of any kind, intoxicating liquors or narcotic drugs or chemicals into the office or onto the premises of work, pursuant to applicable law.
2. Being on the job while under the influence of alcohol, unapproved prescription drugs, unapproved non-prescription drugs, or intoxicants of any type.
3. Falsifying information on Cold Spring School forms, reports or records.
4. Falsely stating or making claims of injury.
5. Removing or using, without authority, property, records, or other materials of Cold Spring School or other relevant persons.
6. Fighting, threatening, intimidating or coercing any visitor, employee, supervisor, vendor, or anyone else with whom employees come into contact as a result of work.
7. Damaging or destroying Cold Spring School property, or wasting of materials.
8. Loitering or sleeping while on duty.
9. Refusing to follow the administrative team directions or instructions, or other insubordinate conduct.
10. Violating safety or health rules or practices, or engaging in conduct, which creates a safety hazard.
11. Engaging in unlawful or improper conduct on or off work premises, during work or nonworking hours, which affects an employee's relationship to work, fellow employees, supervisors, Cold Spring School, products, property, reputation or goodwill in the community.
12. Leaving the department or work before the end of the shift without the authorization of the immediate supervisor.
13. Using Cold Spring facilities and time for personal business or unauthorized possession or use of the Cold Spring School keys.
14. Smoking on property.
15. Providing prescription drugs to others in the workplace, either at not cost or selling for profit.

Note: The foregoing rules are not intended to be inclusive of the required discipline, proper standards of conduct, or obligations which employees must observe at all times.



● PBIS

Positive behavior supports is an integral part of the Cold Spring School culture and climate. Classroom teachers are required to implement Responsive Classroom with a morning meeting, a closing circle and to model appropriate teacher language throughout the day. The school Social Worker leads the schools Bucket Filler program. She will model lessons with students on our school character traits. Employees of Cold Spring School are expected to monitor students behaviors and to reward students as Bucket Fillers, as appropriate, each week.

● Classroom Bulletin Boards

Each classroom has an assigned bulletin board to display student work. Each classroom teacher will utilize this space to showcase student work throughout the school year. Teachers will be required to update student work and these of assigned bulletin board by the 1st of each month in order to ensure student work and theme reflect the value and creativity held within the Cold Spring Beliefs. If an assigned bulletin board is not updated or does not meet the level of satisfaction of school administration, school administration reserves the right to inform the classroom teacher, in writing, that the assigned bulletin board is to be updated within three school days. If teacher fails to meet the extended deadline, teacher may be subject to progressive discipline.

● Purchasing Request Process

Cold Spring School is dedicated to ensuring that all teachers have the materials they need to effectively run their classroom. If employees wish to request that specific purchases be made, it is the responsibility of the employee to work through the Request Form and purchasing protocols with the Administrative Associate. At no time should an employee assume that a purchase will be covered by the school. The school cannot reimburse anyone for sales tax. A copy of the Sales Tax Exemption form is kept in the front office.

● Classroom Physical Space

Cold Spring School classrooms should be an inviting and safe place for students. A classroom set up checklist will be provided to each employee prior to the start of the school year. This checklist will be reviewed between the administrative team and the employee. The expectation is that all items on the checklist are visible in each classroom.

Classrooms should be neat, clean and organized at all times. Student desks need to be kept clean and organized. Student organization is a skill that is taught and expected from the teacher. Students should not have food or drink

● Field Trips


Cold Spring School recognizes field trips as an important culminating learning experience for students. Teachers should work with their colleagues to plan meaningful field trips. Field Trip Request Forms are in the office and must be submitted to the Principal at least three (3) weeks in advance of the date of the trip. The Principal will complete the appropriate bus referral for the trip. The classroom teacher is responsible for coordinating any boxed lunch needs with the Food Service Manager, securing permission slips and collecting any fees from the students. The classroom teacher is also responsible for submitting a manifest the day of the trip to the front office and for taking any student medication with them to administer while on the trip. Medication will be returned to the front office when the class has returned from the field trip.

Each student attending a field trip must have a signed permission slip on file. Permission slips should be sent home well before the date of the trip so that students have ample time to return it to school. If students are required to pay for a portion of the trip, we accept cash or checks.

Classroom teachers are responsible for securing their own volunteers to accompany them on the field trip. All volunteers must have an approved background check on file. This process is free, but takes up to one month to complete. It is important that classroom teachers plan for this in advance. If the time comes to attend the field trip and the classroom teacher does not have enough chaperones, the trip will be cancelled.

in the classroom with the exception being regular water.

Any food in the classroom must be cleaned up and put in the trashcan or taken to the dumpster. Small and large pieces of paper or trash must be picked up off the floor prior to students leaving. Chairs should be placed on top of the desk and tables at the end of each day. All windows and doors need to be closed and locked before leaving. The building is to remain locked with exterior doors closed and locked at all times. Students are never allowed to let any adults into the building.



Employee Acknowledgment Form

The employee guidebook describes important information about Your Employer, and I understand that I should consult the Human Resources Department at HCC regarding any questions not answered in the guidebook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the guidebook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief operating officer (“COO”) of Cold Spring School has the ability to adopt any revisions to the policies in this guidebook, or to enter into a contract of employment on behalf of Your Employer.

Furthermore, I acknowledge that this guidebook is neither a contract of employment nor a legal document. I have received the guidebook, and I understand that it is my responsibility to read and comply with the policies contained in this guidebook and any revisions made to it. I also understand that my employment with Your Employer is “at-will” and may be terminated at any time by either myself or Your Employer without prior notice and with or without cause, absent an employment agreement signed by the COO of Cold Spring School.

I further understand that it is my responsibility to familiarize myself with all information in the guidebook, including but not limited to, the EEO/Harassment/ADA policies, the leave policies, the business communications policy, and the Drug-Free Workplace Policy, and if there are parts of it I don’t understand, I am responsible to discuss it with my supervisor or Human Resources at HCC.

Employee Name (printed): _____

Employee Signature: _____

Date: _____



Get In Touch



800-419-4037



info@hcchr.com



www.hcchr.com



1075 Broad Ripple Ave, #255
Indianapolis, IN 46220

Attachment 5: Education Service Provide Contract

NOT APPLICABLE



Cold Spring School
at Marian University

Attachment 6: School Performance Reports



Cold Spring School
at Marian University



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Federal Accountability Report Card 2021-2022 Indianapolis Public Schools (5385) Cold Spring School (5498)

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Questions on the federal accountability system? Check out our training courses on Federal Accountability (<https://moodle.doe.in.gov/>). (Use enrollment key: ESSAaccountability to sign up)

Overall Summary

Indicator Rating Cut Scores (Ratings?reportYear=2022&corpid=5385&schoolid=5498)

Elementary/Middle School Indicators

Indicator	Points	Rating	Weight	Weighted Points
ELA Academic Achievement	26.33	Does Not Meet Expectations	2.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	52.660
Math Academic Achievement	16.47	Does Not Meet Expectations	2.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	32.940
ELA Academic Progress	36.70	Does Not Meet Expectations	2.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	73.400
Math Academic Progress	24.07	Does Not Meet Expectations	2.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	48.140
ELA Closing Achievement Gaps	20.22	Does Not Meet Expectations	0.50 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	10.110
Math Closing Achievement Gaps	16.22	Does Not Meet Expectations	0.50 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	8.110
Progress in Achieving English Language Proficiency	48.13	Approaches Expectations	1.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	48.130
Addressing Chronic Absenteeism	51.30	Does Not Meet Expectations	1.00 (Weights?reportYear=2022&corpid=5385&schoolid=5498)	51.300
Elementary/Middle School Overall Weight and Points			11.00	29.53 (324.790 / 11.00)
School Overall Rating			Does Not Meet Expectations	

Enrollment

	Enrollment	Enrollment Percent
Grades 3-8	270	100.00 %
Grades 9-12	0	0.00 %

Source: 2021-2022 Pupil Enrollment

Subgroup Ratings

Click on a subgroup below to view subgroup report card

Subgroup	Points	Rating
American Indian/Alaskan Native (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=AI)	0.00	No Rating
Black (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=BL)	20.00	Does Not Meet Expectations
Multiracial (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=MU)	60.50	Does Not Meet Expectations
White (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=WH)	58.01	Approaches Expectations

Subgroup	Points	Rating
Free/Reduced Lunch (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=FRL)	22.08	Does Not Meet Expectations
Subgroup	Points	Rating
Asian (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=AS)	0.00	No Rating
Hispanic Ethnicity (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=HI)	31.01	Does Not Meet Expectations
Native Hawaiian or Other Pacific Islander (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=NH)	0.00	No Rating
English Language Learner (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=ELL)	37.24	Does Not Meet Expectations
Special Education (Summary?reportYear=2022&corpid=5385&schoolid=5498&subgroup=SE)	14.07	Does Not Meet Expectations

Indicators

Academic Achievement Indicators

Subject Area	Grades 3-8				
	Pass Rate	Participation	Perf. Points	Goal Factor	Overall Points
English/Lang. Arts	19.5 % (40 / 205) (PassRate?reportYear=2022&corpid=5385&schoolid=5498&subject=Eng0308)	99.5 % (205 / 206) (Participation?reportYear=2022&corpid=5385&schoolid=5498&subject=Eng0308)	19.50	1.35	26.33
Mathematics	12.2 % (25 / 205) (PassRate?reportYear=2022&corpid=5385&schoolid=5498&subject=Math0308)	99.5 % (205 / 206) (Participation?reportYear=2022&corpid=5385&schoolid=5498&subject=Math0308)	12.20	1.35	16.47

Points are awarded for the tested grades, which include grades 3 through 8 and grade 11, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 3 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Achievement Indicator scores for English/language arts or mathematics.

Points awarded for each subject area equal the product of the subject area's proficiency rate and participation rate. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic achievement goal factor. The goal factors for the Academic Achievement Indicator align to the long-term progress goals established for proficiency.

The Academic Achievement Indicators consider students enrolled at the school for at least 162 days, or 90 percent of the school year with valid test results.

N/A - Less than 20 students in associated grade span

Academic Progress Indicators

Subject Area	Grades 4-8			Grade 11	
	Adequate Growth Rate	Goal Factor	Overall Points	Adequate Growth Rate	
English/Lang. Arts	27.8 % (42 / 151) (Growth?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	1.32	36.70	N/A (Growth?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	
Mathematics	16.6 % (25 / 151) (Growth?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=Math0408)	1.45	24.07	N/A (Growth?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=Math0408)	

Points are awarded for grades 4 through 8 and 10, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Progress Indicator scores for English/language arts and mathematics. Growth scores are unavailable for grade 3 because there is no prior assessment result available from which to measure growth.

Points awarded for each subject area equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. For purposes of calculating the final subject area score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final subject area score. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic progress goal factor. The goal factors for the Academic Progress Indicator align to the long-term progress goals established for progress toward proficiency.

N/A - Less than 20 eligible students in associated grade span

Closing Achievement Gap Indicators

Grades 4-8		
Subject Area	Bottom 25% Adequate Growth Rate	Top 75% Adequate Growth Rate
English/Lang. Arts	11.1 % (4 / 36) (ClosingGaps?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=EngBottom)	33.0 % (38 / 115) (ClosingGaps?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=EngTop)
Mathematics	8.6 % (3 / 35) (ClosingGaps?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=MathBottom)	19.0 % (22 / 116) (ClosingGaps?reportYear=2022&corpid=5385&schoolid=5498&subjectgroup=MathTop)

Points are awarded for grades 4 through 8, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 for the accountable year to obtain points for the Closing Achievement Gaps Indicator scores for English/language arts and mathematics.

Points awarded for each subject area equal the sum of the adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students. The adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students is weighted at ninety percent (90.0%) of the sum and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students is weighted at ten percent (10.0%) of the sum. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final subject area scores equal the product of the points awarded for the subject area and the applicable closing achievement gaps goal factor. For purposes of calculating the final Closing Achievement Gaps Indicator scores, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the Closing Achievement Gaps Indicator score. The goal factors for the Closing Achievement Gaps Indicator align to the long-term progress goals established for closing achievement gaps.

N/A - Less than 20 eligible students in associated grade span

Progress in Achieving English Language Proficiency

Grade Span	Met Goal or Achieved Proficiency Rate	Goal Factor	Overall Points
Grades K-8	32.3 % (10 / 31) (FedELLGrowth?reportYear=2022&corpid=5385&schoolid=5498&gradespan=KG08)	1.49	48.13

Points are awarded for grades 1 through 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 1 through 8 or grades 9 through 12 for the accountable year in order to obtain points for the English Language Progress Indicator score.

Points awarded equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final English Language Progress Indicator score equals the product of the points awarded for the indicator and the English language progress goal factor. For purposes of calculating the final English Language Progress Indicator score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final English Language Progress Indicator score. The goal factor for the English Language Progress Indicator aligns to the long-term progress goal established for English language progress.

N/A - Less than 20 students in associated grade span

Addressing Chronic Absenteeism

Grade Span	Model Attendee Rate	Goal Factor	Overall Points
Grades K-8	42.4 % (140 / 330) (FedModelAttendee?reportYear=2022&corpid=5385&schoolid=5498&gradespan=KG08)	1.21	51.30

Points are awarded for kindergarten through grade 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in kindergarten through grade 8 or grades 9 through 12 in the accountable year to obtain points for the Addressing Chronic Absenteeism Indicator score.

Points awarded equal the model attendee rate. The model attendee rate is the quotient of the number of eligible students who have demonstrated model attendance and the total number of eligible students. The final score equals the product of the points awarded for the model attendee rate and the addressing chronic absenteeism goal factor. For purposes of calculating the final Addressing Chronic Absenteeism Indicator score, the model attendee rate equals the numeric value. For example, a model attendee rate of 85.0% would be represented as 85.0 when calculating the Addressing Chronic Absenteeism Indicator score. The goal factor for the Addressing Chronic Absenteeism Indicator aligns to the long-term progress goal established for model attendees.

N/A - Less than 20 students in associated grade span



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Federal Accountability Report Card 2022-2023 Indianapolis Public Schools (5385) Cold Spring School (5498)

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Overall Summary

Indicator Rating Cut Scores (Ratings?reportYear=2023&corpid=5385&schoolid=5498)

Elementary/Middle School Indicators

Indicator	Points	Rating	Weight	Weighted Points
ELA Academic Achievement	27.81	Does Not Meet Expectations	2.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	55.620
Math Academic Achievement	22.55	Does Not Meet Expectations	2.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	45.100
ELA Academic Progress	42.64	Does Not Meet Expectations	2.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	85.280
Math Academic Progress	22.48	Does Not Meet Expectations	2.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	44.960
ELA Closing Achievement Gaps	20.06	Does Not Meet Expectations	0.50 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	10.030
Math Closing Achievement Gaps	7.27	Does Not Meet Expectations	0.50 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	3.635
Progress in Achieving English Language Proficiency	53.63	Meets Expectations	1.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	53.630
Addressing Chronic Absenteeism	63.77	Does Not Meet Expectations	1.00 (Weights?reportYear=2023&corpid=5385&schoolid=5498)	63.770
Elementary/Middle School Overall Weight and Points			11.00	32.91 (362.025 / 11.00)
School Overall Rating			Does Not Meet Expectations	

Enrollment

	Enrollment	Enrollment Percent
Grades 3-8	231	100.00 %
Grades 9-12	0	0.00 %

Source: 2022-2023 Pupil Enrollment

Subgroup Ratings

Click on a subgroup below to view subgroup report card

Subgroup	Points	Rating
American Indian/Alaskan Native (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=AI)	0.00	No Rating
Black (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=BL)	18.52	Does Not Meet Expectations
Multiracial (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=MU)	58.20	Does Not Meet Expectations
White (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=WH)	54.12	Approaches Expectations

Subgroup	Points	Rating
Free/Reduced Lunch (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=FRL)	25.55	Does Not Meet Expectations
Subgroup	Points	Rating
Asian (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=AS)	0.00	No Rating
Hispanic Ethnicity (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=HI)	44.33	Approaches Expectations
Native Hawaiian or Other Pacific Islander (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=NH)	0.00	No Rating
English Language Learner (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=ELL)	29.03	Does Not Meet Expectations
Special Education (Summary?reportYear=2023&corpid=5385&schoolid=5498&subgroup=SE)	20.85	Does Not Meet Expectations

Indicators

Academic Achievement Indicators

Subject Area	Grades 3-8				
	Pass Rate	Participation	Perf. Points	Goal Factor	Overall Points
English/Lang. Arts	20.6 % (43 / 209) (PassRate?reportYear=2023&corpid=5385&schoolid=5498&subject=Eng0308)	99.1 % (209 / 211) (Participation?reportYear=2023&corpid=5385&schoolid=5498&subject=Eng0308)	20.60	1.35	27.81
Mathematics	16.7 % (35 / 209) (PassRate?reportYear=2023&corpid=5385&schoolid=5498&subject=Math0308)	99.1 % (209 / 211) (Participation?reportYear=2023&corpid=5385&schoolid=5498&subject=Math0308)	16.70	1.35	22.55

Points are awarded for the tested grades, which include grades 3 through 8 and grade 11, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 3 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Achievement Indicator scores for English/language arts or mathematics.

Points awarded for each subject area equal the product of the subject area's proficiency rate and participation rate. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic achievement goal factor. The goal factors for the Academic Achievement Indicator align to the long-term progress goals established for proficiency.

The Academic Achievement Indicators consider students enrolled at the school for at least 162 days, or 90 percent of the school year with valid test results.

N/A - Less than 20 students in associated grade span

Academic Progress Indicators

Subject Area	Grades 4-8			Grade 11	
	Adequate Growth Rate	Goal Factor	Overall Points	Adequate Growth Rate	
English/Lang. Arts	32.3 % (52 / 161) (Growth?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	1.32	42.64	N/A (Growth?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	
Mathematics	15.5 % (25 / 161) (Growth?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=Math0408)	1.45	22.48	N/A (Growth?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=Math0408)	

Points are awarded for grades 4 through 8 and 10, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Progress Indicator scores for English/language arts and mathematics. Growth scores are unavailable for grade 3 because there is no prior assessment result available from which to measure growth.

Points awarded for each subject area equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. For purposes of calculating the final subject area score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final subject area score. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic progress goal factor. The goal factors for the Academic Progress Indicator align to the long-term progress goals established for progress toward proficiency.

N/A - Less than 20 eligible students in associated grade span

Closing Achievement Gap Indicators

	Grades 4-8	
Subject Area	Bottom 25% Adequate Growth Rate	Top 75% Adequate Growth Rate
English/Lang. Arts	10.3 % (4 / 39) (ClosingGaps?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=EngBottom)	39.3 % (48 / 122) (ClosingGaps?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=EngTop)
Mathematics	2.6 % (1 / 38) (ClosingGaps?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=MathBottom)	19.5 % (24 / 123) (ClosingGaps?reportYear=2023&corpid=5385&schoolid=5498&subjectgroup=MathTop)

Points are awarded for grades 4 through 8, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 for the accountable year to obtain points for the Closing Achievement Gaps Indicator scores for English/language arts and mathematics.

Points awarded for each subject area equal the sum of the adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students. The adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students is weighted at ninety percent (90.0%) of the sum and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students is weighted at ten percent (10.0%) of the sum. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final subject area scores equal the product of the points awarded for the subject area and the applicable closing achievement gaps goal factor. For purposes of calculating the final Closing Achievement Gaps Indicator scores, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the Closing Achievement Gaps Indicator score. The goal factors for the Closing Achievement Gaps Indicator align to the long-term progress goals established for closing achievement gaps.

N/A - Less than 20 eligible students in associated grade span

Progress in Achieving English Language Proficiency

Grade Span	Met Goal or Achieved Proficiency Rate	Goal Factor	Overall Points
Grades K-8	37.5 % (12 / 32) (FedELLGrowth?reportYear=2023&corpid=5385&schoolid=5498&gradespan=KG08)	1.43	53.63

Points are awarded for grades 1 through 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 1 through 8 or grades 9 through 12 for the accountable year in order to obtain points for the English Language Progress Indicator score.

Points awarded equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final English Language Progress Indicator score equals the product of the points awarded for the indicator and the English language progress goal factor. For purposes of calculating the final English Language Progress Indicator score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final English Language Progress Indicator score. The goal factor for the English Language Progress Indicator aligns to the long-term progress goal established for English language progress.

N/A - Less than 20 students in associated grade span

Addressing Chronic Absenteeism

Grade Span	Model Attendee Rate	Goal Factor	Overall Points
Grades K-8	52.7 % (177 / 336) (FedModelAttendee?reportYear=2023&corpid=5385&schoolid=5498&gradespan=KG08)	1.21	63.77

Points are awarded for kindergarten through grade 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in kindergarten through grade 8 or grades 9 through 12 in the accountable year to obtain points for the Addressing Chronic Absenteeism Indicator score.

Points awarded equal the model attendee rate. The model attendee rate is the quotient of the number of eligible students who have demonstrated model attendance and the total number of eligible students. The final score equals the product of the points awarded for the model attendee rate and the addressing chronic absenteeism goal factor. For purposes of calculating the final Addressing Chronic Absenteeism Indicator score, the model attendee rate equals the numeric value. For example, a model attendee rate of 85.0% would be represented as 85.0 when calculating the Addressing Chronic Absenteeism Indicator score. The goal factor for the Addressing Chronic Absenteeism Indicator aligns to the long-term progress goal established for model attendees.

N/A - Less than 20 students in associated grade span



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Federal Accountability Report Card

2023-2024

Indianapolis Public Schools (5385)

Cold Spring School (5498)

Download PDF Report

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For best printing results, verify print options are set to landscape for exported reports

Questions on the federal accountability system? Check out our training courses on Federal Accountability (<https://moodle.doe.in.gov/>). (Use enrollment key: ESSAAccountability to sign up)

Overall Summary

Indicator Rating Cut Scores (Ratings?reportYear=2024&corpid=5385&schoolid=5498)

Elementary/Middle School Indicators				
Indicator	Points	Rating	Weight	Weighted Points
ELA Academic Achievement	37.80	Approaches Expectations	2.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	75.600
Math Academic Achievement	37.13	Approaches Expectations	2.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	74.260
ELA Academic Progress	55.31	Approaches Expectations	2.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	110.620
Math Academic Progress	38.14	Approaches Expectations	2.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	76.280
ELA Closing Achievement Gaps	34.81	Does Not Meet Expectations	0.50 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	17.405
Math Closing Achievement Gaps	9.46	Does Not Meet Expectations	0.50 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	4.730
Progress in Achieving English Language Proficiency	55.34	Meets Expectations	1.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	55.340
Addressing Chronic Absenteeism	72.72	Approaches Expectations	1.00 (Weights?reportYear=2024&corpid=5385&schoolid=5498)	72.720
Elementary/Middle School Overall Weight and Points			11.00	44.27 (486.955 / 11.00)
School Overall Rating			Approaches Expectations	

Enrollment

	Enrollment	Enrollment Percent
Grades 3-8	220	100.00 %
Grades 9-12	0	0.00 %

Source: 2023-2024 Pupil Enrollment

Subgroup Ratings

Click on a subgroup below to view subgroup report card

Subgroup	Points	Rating
American Indian/Alaskan Native (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=AI)	0.00	No Rating
Black (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=BL)	24.24	Does Not Meet Expectations
Multiracial (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=MU)	87.00	Meets Expectations
White (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=WH)	76.47	Meets Expectations

Subgroup	Points	Rating
Free/Reduced Lunch (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=FRL)	38.62	Does Not Meet Expectations
Subgroup	Points	Rating
Asian (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=AS)	0.00	No Rating
Hispanic Ethnicity (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=HI)	51.35	Approaches Expectations
Native Hawaiian or Other Pacific Islander (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=NH)	0.00	No Rating
English Language Learner (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=ELL)	37.89	Does Not Meet Expectations
Special Education (Summary?reportYear=2024&corpid=5385&schoolid=5498&subgroup=SE)	24.14	Does Not Meet Expectations

Indicators

Academic Achievement Indicators

Subject Area	Grades 3-8				
	Pass Rate	Participation	Perf. Points	Goal Factor	Overall Points
English/Lang. Arts	28.0 % (59 / 211) (PassRate?reportYear=2024&corpid=5385&schoolid=5498&subject=Eng0308)	99.1 % (211 / 213) (Participation?reportYear=2024&corpid=5385&schoolid=5498&subject=Eng0308)	28.00	1.35	3
Mathematics	27.5 % (58 / 211) (PassRate?reportYear=2024&corpid=5385&schoolid=5498&subject=Math0308)	99.1 % (211 / 213) (Participation?reportYear=2024&corpid=5385&schoolid=5498&subject=Math0308)	27.50	1.35	3

Points are awarded for the tested grades, which include grades 3 through 8 and grade 11, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 3 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Achievement Indicator scores for English/language arts or mathematics.

Points awarded for each subject area equal the product of the subject area's proficiency rate and participation rate. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic achievement goal factor. The goal factors for the Academic Achievement Indicator align to the long-term progress goals established for proficiency.

The Academic Achievement Indicators consider students enrolled at the school for at least 162 days, or 90 percent of the school year with valid test results.

N/A - Less than 20 students in associated grade span

Academic Progress Indicators

Subject Area	Grades 4-8			Grade 11	
	Adequate Growth Rate	Goal Factor	Overall Points	Adequate Growth Rate	
English/Lang. Arts	41.9 % (70 / 167) (Growth?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	1.32	55.31	N/A (Growth?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=Eng0408)	
Mathematics	26.3 % (44 / 167) (Growth?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=Math0408)	1.45	38.14	N/A (Growth?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=Math0408)	

Points are awarded for grades 4 through 8 and 10, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 or grade 11 for the accountable year in order to obtain points for the Academic Progress Indicator scores for English/language arts and mathematics. Growth scores are unavailable for grade 3 because there is no prior assessment result available from which to measure growth.

Points awarded for each subject area equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. For purposes of calculating the final subject area score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final subject area score. The final subject area scores equal the product of the points awarded for the subject area and the applicable academic progress goal factor. The goal factors for the Academic Progress Indicator align to the long-term progress goals established for progress toward proficiency.

N/A - Less than 20 eligible students in associated grade span

Closing Achievement Gap Indicators

	Grades 4-8	
Subject Area	Bottom 25% Adequate Growth Rate	Top 75% Adequate Growth Rate
English/Lang. Arts	20.0 % (8 / 40) (ClosingGaps?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=EngBottom)	48.8 % (62 / 127) (ClosingGaps?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=EngTop)
Mathematics	2.5 % (1 / 40) (ClosingGaps?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=MathBottom)	33.9 % (43 / 127) (ClosingGaps?reportYear=2024&corpid=5385&schoolid=5498&subjectgroup=MathTop)

Points are awarded for grades 4 through 8, where data are available. A school must have at least twenty (20) eligible students in grades 4 through 8 for the accountable year to obtain points for the Closing Achievement Gaps Indicator scores for English/language arts and mathematics.

Points awarded for each subject area equal the sum of the adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students. The adequate growth rate for the lowest-performing twenty-five percent (25.0%) of eligible students is weighted at ninety percent (90.0%) of the sum and the adequate growth rate for the highest-performing seventy-five percent (75.0%) of eligible students is weighted at ten percent (10.0%) of the sum. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final subject area scores equal the product of the points awarded for the subject area and the applicable closing achievement gaps goal factor. For purposes of calculating the final Closing Achievement Gaps Indicator scores, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the Closing Achievement Gaps Indicator score. The goal factors for the Closing Achievement Gaps Indicator align to the long-term progress goals established for closing achievement gaps.

N/A - Less than 20 eligible students in associated grade span

Progress in Achieving English Language Proficiency

Grade Span	Met Goal or Achieved Proficiency Rate	Goal Factor	Overall Points
Grades K-8	38.7 % (12 / 31) (FedELLGrowth?reportYear=2024&corpid=5385&schoolid=5498&gradespan=KG08)	1.43	55.34

Points are awarded for grades 1 through 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in grades 1 through 8 or grades 9 through 12 for the accountable year in order to obtain points for the English Language Progress Indicator score.

Points awarded equal the adequate growth rate. The adequate growth rate is the quotient of the number of eligible students who have demonstrated adequate growth and the total number of eligible students. The final English Language Progress Indicator score equals the product of the points awarded for the indicator and the English language progress goal factor. For purposes of calculating the final English Language Progress Indicator score, the adequate growth rate equals the numeric value. For example, an adequate growth rate of 85.0% would be represented as 85.0 when calculating the final English Language Progress Indicator score. The goal factor for the English Language Progress Indicator aligns to the long-term progress goal established for English language progress.

N/A - Less than 20 students in associated grade span

Addressing Chronic Absenteeism

Grade Span	Model Attendee Rate	Goal Factor	Overall Points
Grades K-8	60.1 % (206 / 343) (FedModelAttendee?reportYear=2024&corpid=5385&schoolid=5498&gradespan=KG08)	1.21	72.72

Points are awarded for kindergarten through grade 8 and grades 9 through 12, respectively, where data are available. A school must have at least twenty (20) eligible students in kindergarten through grade 8 or grades 9 through 12 in the accountable year to obtain points for the Addressing Chronic Absenteeism Indicator score.

Points awarded equal the model attendee rate. The model attendee rate is the quotient of the number of eligible students who have demonstrated model attendance and the total number of eligible students. The final score equals the product of the points awarded for the model attendee rate and the addressing chronic absenteeism goal factor. For purposes of calculating the final Addressing Chronic Absenteeism Indicator score, the model attendee rate equals the numeric value. For example, a model attendee rate of 85.0% would be represented as 85.0 when calculating the Addressing Chronic Absenteeism Indicator score. The goal factor for the Addressing Chronic Absenteeism Indicator aligns to the long-term progress goal established for model attendees.

N/A - Less than 20 students in associated grade span

Attachment 7: Formal Academic Review



Cold Spring School
at Marian University

School Year 2022-23 Academic Framework

Cold Spring School

Is the school improving ELA proficiency for students, as measured by ILEARN?	ELA Proficiency Percentile: 71st ELA Proficiency Increase Percentile: 38th
Exceeds Standard	The school is in the top decile of ELA proficiency increase OR overall ELA proficiency for the IPS portfolio of schools.
Meets Standard	The school is between the median and top decile of ELA proficiency increase OR overall ELA proficiency for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of ELA proficiency increase OR overall ELA proficiency for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of ELA proficiency increase OR overall ELA proficiency for the IPS portfolio of schools

Note: If a school's proficiency increase rate is in a different rating category than its overall proficiency rating, IPS will use the higher of the two ratings.

During the 2022-23 school year, 19.5% of students at Cold Spring passed the ELA portion of ILEARN. This is the 71st ELA proficiency percentile in the IPS portfolio of schools. 19.5% marks a -1.3 percentage point change in ELA proficiency from the previous year, which falls in the 38th percentile of year over year ELA progress in the portfolio of schools. As a result, the school receives a rating of Meets Standard for this indicator for their ELA proficiency progress.

Is the school improving Math proficiency for students, as measured by ILEARN?	Math Proficiency Percentile: 59th Math Proficiency Increase Percentile: 62nd
Exceeds Standard	The school is in the top decile of Math proficiency increase OR overall Math proficiency for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of Math proficiency increase OR overall Math proficiency for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of Math proficiency increase OR overall Math proficiency for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of Math proficiency increase OR overall Math proficiency for the IPS portfolio of schools

Note: If a school's proficiency increase rate is in a different rating category than its overall proficiency rating, IPS will use the higher of the two ratings.

During the 2022-23 school year, 15.9% of students at Cold Spring passed the Math portion of ILEARN. This is the 59th Math proficiency percentile in the IPS portfolio of schools. 15.9% marks a 2.4 percentage point change in Math proficiency from the previous year, which falls in the 62nd percentile of year over year Math progress in the portfolio of schools. As a result, the school receives a rating of Meets Standard for this indicator for their Math proficiency progress.

Are students at the school growing in ELA, as measured by ILEARN?	Students Meeting or Exceeding Growth Projections in ELA Percentile Rank: 77th*
Exceeds Standard	The school is in the top decile of MGP for ELA for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of MGP for ELA for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of MGP for ELA for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of MGP for ELA for the IPS portfolio of schools

***In LEA Schools Only**

During the 2022-23 school year, 65.09% of Cold Spring students met or exceeded their growth projections on the ELA portion of ILEARN. This ranks in the 77th percentile of IPS LEA schools. As a result, the school receives a rating of Meeting Standard for this indicator.

Are students at the school growing in Math, as measured by ILEARN?	Students Meeting or Exceeding Growth Projections in Math Percentile Rank: 43rd*
Exceeds Standard	The school is in the top decile of MGP for Math for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of MGP for Math for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of MGP for Math for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of MGP for Math for the IPS portfolio of schools.

***In LEA Schools Only**

During the 2022-23 school year, 62.13% of Cold Spring students met or exceeded their growth projections on the Math portion of ILEARN. This ranks in the 43rd percentile of IPS LEA schools. As a result, the school receives a rating of Approaching Standard for this indicator.

Are student subgroups growing in ELA at an equitable rate as measured by ILEARN?	Overall Rating is calculated by averaging the ratings of 10 subgroup categories where
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	Exceeds=4, Meets=3, Approaching=2, & Does Not Meet=1
Exceeds Standard	The school is in the top decile of subgroup growth performance for ELA for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of subgroup growth performance for ELA for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of subgroup growth performance for ELA for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of annual subgroup growth performance for ELA for the IPS portfolio of schools

***In LEA Schools Only**

Black: 55th	Hispanic: 93rd	White: 94th	Multiracial: 64th	Special Education: 90th
General Education: 63rd	ELL: 58th	Non-ELL: 77th	Paid: 77th	FRPL: 73rd

Are student subgroups growing in Math at an equitable rate as measured by ILEARN?	Overall Rating is calculated by averaging the ratings of 10 subgroup categories where Exceeds=4, Meets=3, Approaching=2, & Does Not Meet=1
Exceeds Standard	The school is in the top decile of subgroup growth performance for Math for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of subgroup growth performance for Math for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of subgroup growth performance for Math for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of annual subgroup growth performance for Math for the IPS portfolio of schools

***In LEA Schools Only**

Black: 43rd	Hispanic: 91st	White: 50th	Multiracial: 32nd	Special Education: 40th
General Education: 40th	ELL: 38th	Non-ELL: 48th	Paid: 73rd	FRPL: 33rd

Are students reading on grade level as defined by the IREAD 3 assessment?	2023 IREAD Proficiency: 46.9%
Exceeds Standard	Greater than or equal to 90% of students are proficient on IREAD 3
Meets Standard	Greater than or equal to 80% but less than 90% of students are proficient on IREAD 3
Approaching Standard	Greater than or equal to 70% but less than 80% of students are proficient on IREAD 3
Does Not Meet Standard	Less than 70% of students are proficient on IREAD 3

Is the school reducing the percentage of students that are at risk of chronic absenteeism?	CA Reduction Percentile: 89th Attendance Rate: 91.1%
Exceeds Standard	The school is in the top decile of chronic absenteeism rate reduction for the IPS portfolio of schools OR school's annual attendance rate is 95% or higher.
Meets Standard	The school is between the median and top decile of chronic absenteeism rate reduction for the IPS portfolio of schools OR school's attendance rate is greater than or equal to 92% and less than 95%.
Approaching Standard	The school is above the bottom quartile and below the median of chronic absenteeism rate reduction for the IPS portfolio of schools OR school's attendance rate is greater than or equal to 90% and less than 92%.
Does Not Meet Standard	The school is in the bottom quartile of chronic absenteeism rate reduction for the IPS portfolio of schools OR the school's attendance rate is less than 90%.

Note: If a school's chronic absenteeism rate reduction rating is different from its attendance rating, IPS will take the higher of the two ratings.

Ex: School has 95% attendance rating, and chronic absenteeism rate reduction that is in the bottom quartile of the portfolio. The school would receive a rating of Exceeds Standard for this indicator, as the relative rate reduction tells us less information than the absolute value of the attendance rate.

Is the school applying equitable discipline policies, as measured by Suspensions per 100?	S100 Rate Percentile Rank: 46th S100 Rate Reduction Percentile Rank: 78th
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Exceeds Standard	The school is in the top decile of Suspension per 100 rate OR rate reduction for the IPS portfolio of schools
Meets Standard	The school is between the median and top decile of Suspension per 100 rate OR rate reduction for the IPS portfolio of schools
Approaching Standard	The school is above the bottom quartile and below the median of Suspension per 100 rate OR rate reduction for the IPS portfolio of schools
Does Not Meet Standard	The school is in the bottom quartile of Suspension per 100 rate OR rate reduction for the IPS portfolio of schools

Note: If a school's Suspensions per 100 reduction rate is in a different rating category than its overall Suspensions per 100 rate, IPS will use the higher of the two ratings.

Attachment 8: School Litigation Information



Cold Spring School
at Marian University

4. That at all times relevant and material herein, COLD SPRING operated Cold Spring School located at or about 3650 Cold Spring Road, Indianapolis, IN 46222, as a Kindergarten through 8th grade environmental and STEM magnet school.

5. That at all times relevant and material herein, Laylia Smith, minor, was a full time student enrolled in the 3rd grade at Cold Spring School located at or about 3650 Cold Spring Road, Indianapolis, IN 46222.

6. That on February 5, 2024, Laylia Smith, minor, was attending Cold Spring School and accompanied her class outside the school building onto the playground for outdoor activities.

7. That as Laylia Smith, minor, was on the playground as aforesaid, playing with other children, suddenly and without warning, she was struck by a “Gator” utility vehicle, which was being operated by Mr. David Petty, an Environmental science and Athletic director for Cold Spring School.

8. That at all times relevant and material, Mr. David Petty was an employee, agent, servant or representative of COLD SPRING, whom was acting within the scope of his employment.

9. That at said place and time, Mr. David Petty breached the applicable duty of care and was careless and negligent and/or reckless in one or more of the following ways:

- a. He failed to operate his vehicle in a careful and prudent manner;
- b. He failed to keep proper control of his vehicle so as to avoid the collision with the person of Layla Smith, minor;
- c. He failed to maintain a proper look out for minor children such as Laylia Smith, so as to avoid a collision with her person;
- d. He was operating a utility vehicle in close proximity to minor children playing under his care despite the inherently dangerous nature of said activity;
- e. He was otherwise careless or negligent which caused the collision with the person of Laylia Smith, minor.

10. That as a result of the collision, Laylia Smith, minor, sustained severe injuries and was required to engage in the medical care and treatment of doctors, hospitals, therapists and x-ray technicians, thereby incurring medical expenses.

11. That due to the negligence and carelessness of Mr. Richard Petty, as aforesaid, Laylia Smith, minor, has been damaged.

12. That following the impact between the “Gator” utility vehicle and the person of Laylia

Smith, minor, Mr. Richard Petty and/or COLD SPRING failed to take affirmative actions to assist her injuries and/or to lessen her pain and suffering and allowed the child, with a foot fracture, to walk with significant pain.

13. That following the impact between the “Gator” utility vehicle and the person of Laylia Smith, minor, the Cold Spring School nurse Ms. Susan Cook was informed of the incident and evaluated Laylia Smith.

14. That at all times relevant and material, Ms. Susan Cook was an employee, agent, servant or representative of COLD SPRING, whom was acting within the scope of her employment.

15. Despite Laylia Smith’s complaints to nurse Susan Cook of severe pain, nurse Susan Cook failed and/or refused to call emergency medical services to assist the injured minor child and instead called the minor’s mother SHANTELL SMITH requesting that she come pick up her child, which resulted in a delay of medical services and additional pain and suffering on behalf of the minor child.

16. That due to the negligence and carelessness of Ms. Susan Cook, as aforesaid, Laylia Smith, minor, has been damaged.

17. That at said place and time, COLD SPRING breached the applicable duty of care and was/were careless and negligent and/or reckless in one or more of the following ways:

- a. They failed to adequately train and/or supervise their employees with regard to the operation of utility vehicles such as the “Gator” at issue in close proximity to the minor children under their care and/or allowed their employees to operate such vehicles in close proximity to minor children despite the inherently dangerous nature of such operation;
- b. They failed to have in place proper procedures with regard to the operation of utility vehicles by their employees and/or staff in proximity to students so as to avoid the collision with the person of Laylia Smith, minor;
- c. They failed to have in place proper procedures and/or to adequately train and/or supervise their employees with regard to affirmative actions to be taken after a severe injury to a student in order to lessen and/or not cause additional pain and suffering;

- d. They failed to have in place proper procedures and/or to adequately train and/or supervise their employees with regard to contacting emergency services after a severe injury of a student so as to lessen and/or not cause or increase pain and suffering;
- e. They were otherwise careless or negligent which caused the collision with the person of Laylia Smith, minor and subsequent damages.

18. That COLD SPRING through respondeat superior, is liable for the injuries and damages to Laylia Smith, minor due to the negligence and carelessness of its employees, agents, sub-contractors, servants and/or representatives, acting within the scope of their employment.

19. That as a direct and proximate cause of the Defendant, COLD SPRING's negligence, Laylia Smith, minor, has been damaged.

WHEREFORE, Plaintiff, SHANTELL SMITH, as natural mother and next best friend of Laylia Smith, Minor, by Counsel, hereby respectfully requests that the Court enter an Order of judgment for the Plaintiff, award monetary damages in an amount commensurate with her damages, costs of this action, prejudgment interest, post-judgment interest and all other just and proper relief within the premises.

Respectfully submitted,

/s/ Robert E. Feagley II
Robert E. Feagley II, #24872-49
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I the undersigned counsel do hereby certify that a true and accurate copy of the foregoing pleading has been served upon the following counsel of record, electronically via the Court's e-filing service, this 3rd, day of July, 2024.

Caren L. Pollack
POLLACK LAW FIRM, P.C.
10333 N. Meridian St. Suite 111
Carmel, IN 46290
cpollack@pollacklawpc.com

/s/ Robert E. Feagley II

Nathaniel Lee
Robert E. Feagley II
LEE, COSSELL & FEAGLEY, LLP.
531 E. Market St.
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nlee@nleelaw.com
bfeagley@nleelaw.com

3. Defendant, Cold Spring School, Inc., admits that it is and was at the time of the accident a Domestic Nonprofit Corporation doing business in and maintaining its primary office and registered agent in Indianapolis, Marion County, Indiana. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 3 of Plaintiff's Amended Complaint.

4. Defendant, Cold Spring School, Inc., admits that it is and was at the time of the incident operating Cold Spring School located at or about 3650 Cold Spring Road, Indianapolis, Indiana 46222 as a Kindergarten through 8th grade environmental science and STEM school. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 4 of Plaintiff's Amended Complaint.

5. Defendant, Cold Spring School, Inc., admits paragraph 5 of Plaintiff's Amended Complaint.

6. Defendant, Cold Spring School, Inc., admits that on February 5, 2024, Laylia Smith was attending Cold Spring School and accompanied her class outside the school building for an outdoor activity and denies the remaining allegations in paragraph 6 of Plaintiff's Amended Complaint.

7. Defendant, Cold Spring School, Inc., admits that Mr. David Petty is an environmental science teacher and middle school athletic coordinator at Cold Spring School. Defendant admits that Mr. David Petty was operating a Gator utility vehicle at the time of the accident. Defendant denies Plaintiff's description of the accident and denies the remaining allegations in paragraph 7 of Plaintiff's Amended Complaint.

8. Defendant, Cold Spring School, Inc., admits that Mr. David Petty is and was at the time of the accident an employee of Defendant, Cold Spring School, Inc. and was acting in the scope of his employment and denies the remaining allegations in paragraph 8 of Plaintiff's Amended Complaint.

9. Defendant, Cold Spring School, Inc., denies paragraph 9 of Plaintiff's Amended Complaint, including subparagraphs (a) – (e).

10. Defendant, Cold Spring School, Inc., denies Plaintiff's description of the accident and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 10 of Plaintiff's Amended Complaint.

11. Defendant, Cold Spring School, Inc., denies paragraph 11 of Plaintiff's Amended Complaint.

12. Defendant, Cold Spring School, Inc., denies paragraph 12 of Plaintiff's Amended Complaint.

13. Defendant, Cold Spring School, Inc., admits that Ms. Susan Cook, an IPS nurse assigned to Cold Spring School, was informed of the incident, and evaluated Laylia Smith. Defendant denies the remaining allegations in paragraph 13 of Plaintiff's Amended Complaint.

14. Defendant, Cold Spring School, Inc., admits that Ms. Susan Cook is an IPS nurse assigned to Cold Spring School and denies the remaining allegations in paragraph 14 of Plaintiff's Amended Complaint.

15. Defendant, Cold Spring School, Inc., admits that Nurse Cook called Shantell Smith, that Shantell Smith was advised of the incident, that Shantell Smith arrived to pick the child up, and that it was recommended that the student be taken for medical care. Defendant denies the remaining allegations in paragraph 15 of Plaintiff's Amended Complaint.

16. Defendant, Cold Spring School, Inc., denies paragraph 16 of Plaintiff's Amended Complaint.

17. Defendant, Cold Spring School, Inc., denies paragraph 17 of Plaintiff's Amended Complaint, including subparagraphs (a) – (e).

18. Defendant, Cold Spring School, Inc., denies paragraph 18 of Plaintiff's Amended Complaint.

19. Defendant, Cold Spring School, Inc., denies paragraph 19 of Plaintiff's Amended Complaint.

UNANSWERED ALLEGATIONS

Each and every allegation contained in Plaintiff's Amended Complaint which is not hereinabove specifically admitted or denied is generally denied.

WHEREFORE, the Defendant, Cold Spring School, Inc., prays that Plaintiff take nothing by way of her Amended Complaint, that Defendant be dismissed and awarded its costs and for all other just and proper relief.

AFFIRMATIVE AND OTHER DEFENSES

Defendant, Cold Spring School, Inc., identifies these defenses to apprise Plaintiff of potential applicable defenses, but in doing so does not assume the burden of proof of any matter upon which the Plaintiff bears the burden of proof under applicable law and procedure.

1. Subject to completion of discovery, Plaintiff may have failed to mitigate damages.
2. Subject to completion of discovery, Plaintiff's claim may be barred to the extent Plaintiff failed to give adequate and timely notice of her claims and/or otherwise failed to comply with the Indiana Tort Claims Act and/or Claims Against Public Schools Act.
3. Subject to completion of discovery, Defendant may be immune and not liable to Plaintiff due to one or more actions or conditions set forth in Ind. Code § 34-13-3-3 and/or Indiana common law.
4. Subject to completion of discovery, Plaintiff may have already been compensated for injuries, losses and/or damages and Defendant is entitled to a full or partial set-off in accordance with legal and equitable principles of payment, satisfaction, setoff, and rules barring windfalls and double recovery.

5. Defendant incorporates by reference each and every affirmative defense available to it under Trial Rules 8(C) and 12(B) which discovery might reveal to be appropriate, and specifically reserves the right to add to and/or amend these defenses as discovery and investigation continue.

WHEREFORE, the Defendant, Cold Spring School, Inc., prays that Plaintiff take nothing by way of her Amended Complaint, that Defendant be dismissed and awarded its costs and for all other just and proper relief.

REQUEST FOR JURY TRIAL

Defendant, Cold Spring School, Inc., by counsel, respectfully requests that this case be tried by jury.

NORRIS CHOPLIN SCHROEDER LLP

/s/ Kyle A. Jones

Kyle A. Jones (#14274-49)

Attorney for Defendant, Cold Spring School, Inc.

NORRIS CHOPLIN SCHROEDER LLP
101 West Ohio Street, Ninth Floor
Indianapolis, IN 46204-4213
317-269-9330; Fax: 317-269-9338
kjones@ncs-law.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 13, 2024, the foregoing has been served via E-service through the Indiana E-Filing System or by first class United States mail postage prepaid on the following:

Robert E. Feagley II
Nathaniel Lee
LEE, COSSELL & FEAGLEY, LLP.
531 E. Market Street
Indianapolis, IN 46204
Attorney for Plaintiff

/s/ Kyle A. Jones

Kyle A. Jones

Attachment 9: Statement of Assurances



Cold Spring School
at Marian University

Exhibit D

Statement of Assurances

The charter school agrees to comply with all of the following provisions: *(Read and check)*

- ☒ 1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
- ☒ 2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of Indiana Code ("IC") § 20-24.
- ☒ 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board ("ICSB") and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
- ☒ 4. Recipients will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.
- ☒ 5. Recipients receiving federal Charter School Program Grant funds will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
- ☒ 6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.
- ☒ 7. Recipients will comply with all provisions of the *Elementary and Secondary Education Act of 1965*, as amended by the *Every Student Succeeds Act of 2015*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act and assessments.
- ☒ 8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.

- ☒ 9. Recipients will at all times maintain all necessary and appropriate insurance coverage.
- ☒ 10. Recipients will indemnify and hold harmless the ICSB, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.
- ☒ 11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals, fiscal management, or legal and operational responsibilities outlined in the charter.

Signature from Authorized Representative of the Charter School Applicant

I, the undersigned, am an authorized representative of the charter school applicant and do hereby certify that the information submitted in this application is accurate and true to the best of my knowledge and belief. In addition, I do hereby certify to the assurances contained above.

Name and Title

Cody S. Stipes - Chief Operating Officer

Signature

Cody S. Stipes

DATE


02/05/2025

Attachment 10: Budget Projection Workbook



Cold Spring School
at Marian University

Instructions for 5-Year Budget Projections Workbook

 = Information should be entered into light gray shaded cells.

Name of Proposed Charter School: Cold Spring School
Planned Opening School Year (YYYY): 2025
Planned Location (School Corporation): Indianapolis Public Schools

1. Instructions	<ul style="list-style-type: none"> • All organizers submitting a charter application to the Indiana Charter School Board must complete all four BLUE tabs of the Budget Projections Workbook. No information is required to be entered into WHITE cells, they will autofill as information is entered into GREY cells. • Column and Row references in these instructions are to the Excel spreadsheet Column or Row.
2. Enrollment Projection	<ul style="list-style-type: none"> • Please provide a summary of the school's projected enrollment for the proposed grade span for the next five years.
3. Staffing Plan	<ul style="list-style-type: none"> • Please provide a list of administrative, instructional, and other staff along with estimates of proposed salaries and benefits. Please include both full and part-time employees and contractors. Projected salary and benefits should align with Year 0 and 5-Year budgets. • The estimated "average salary" for each position should include all taxable amounts (including taxable fringe benefits, stipends, bonuses, awards, and allowances). • "Other Insurance" includes health care, long-term care, life, disability. • "Other Benefits" are non-taxable benefits (e.g., educational assistance, dependent care assistance, transportation benefits, non-taxable fringe benefits, etc.).
4. Year 0 - Budget and Cash Flow	<ul style="list-style-type: none"> • Please provide budget and cash flow projections for the start-up year (Year 0).
5. 5-Year Budget	<ul style="list-style-type: none"> • Please provide 5-year budget projections (Year 1 - Year 5). Year 0 data will automatically populate once Tab 4 is completed. Note that the information provided in Tab 3 must align with the personnel expenses provided in Tab 5 or Tab 5 will throw an ERROR.
Notes:	<ul style="list-style-type: none"> • Applicants proposing to operate a network of schools should add a worksheet or attach a separate file reflecting the consolidated network's 5-Year pro-forma budget, reflecting all components - including the regional back office/central office - of the Indiana network. • This template is not intended to be exhaustive. If it is unclear to which line a particular item of revenue or expense belongs, add it to the closest approximation or to one of the "other" categories and make a note in the budget narrative.

School Enrollment Projections
(must align with Charter Application Enrollment Plan)

School Name: Cold Spring School
 Planned Opening Year: 2025
 Planned Location: Indianapolis Public Schools

REQUIRED
REQUIRED

Is the proposal for an Adult High School (please see requirements below): Select from drop-down list →

Enrollment	Year 1	Year 2	Year 3	Year 4	Year 5	Notes & Definitions
Kindergarten	40	42	44	46	48	<p>1) An "adult high school" is a charter school that has a majority of enrolled students that: (1) belong to a graduation cohort that has already graduated; or (2) are over the age of eighteen (18) years of age; at the time the student was first enrolled at the school. ICSB is prohibited from authorizing an adult high school unless the general assembly has made a specific appropriation for the high school pursuant to Indiana Code 20-24-7-13.5. <u>If your proposal is for an adult high school, complete Row 31 only.</u></p> <p>2) A "virtual student" is defined as a student for whom at least fifty percent (50%) of the instructional services received from the school is virtual instruction. Virtual instruction means instruction that is provided in an interactive learning environment created through technology in which students are separated from their teacher by time or space, or both. Students receiving more than 50% of their instruction virtually generate eighty-five percent (85%) of the foundation formula amount rather than 100%. The analysis is applicable on a per student basis.</p> <p>3) The "basic" tuition support grant for K-12 schools is equal to the following formula:</p> <p align="center">(Foundation Amount X ADM) + ((Complexity Multiplier X Complexity Index) X ADM)</p> <p>The Distribution calculations are an estimate based on projected enrollment multiplied by basic tuition support in the amounts as set forth in the most recently passed (2024-25 FY) budget- Foundation = \$6,590 for the 2023-24 SY and \$6,681 for the 2024-25 SY (and beyond) and Complexity Multiplier = \$3,983 for the 2023-24 SY and \$4,024 for the 2024-25 SY. The school's actual distribution will be based on the school's ADM count of eligible pupils enrolled in the school on two count dates (in October and February) multiplied by the basic tuition support calculation. The calculation uses the Complexity Index for the school corporation in which the proposed charter school will be located- the school's actual Complexity Index amount will likely differ. The Special Education Grant amount is calculated on Tab 4 and uses the grant amount for moderate disabilities (\$2,930 for the 2024-25 SY). The grant amount for severe disabilities is \$11,695 for the 2024-25 SY).</p> <p>4) The Adult Learner Grant amount for adult high schools is \$6,750. The Adult Distribution is calculated by multiplying Total Enrollment by the Adult Grant.</p>
Grade 1	44	44	46	48	48	
Grade 2	44	48	48	48	48	
Grade 3	48	48	48	48	48	
Grade 4	48	48	48	48	48	
Grade 5	48	48	48	48	48	
Grade 6	48	48	48	48	48	
Grade 7	44	48	48	48	48	
Grade 8	44	44	48	48	48	
Grade 9						
Grade 10						
Grade 11						
Grade 12						
Total K-12 Enrollment:	408	418	426	430	432	
Adult Learners (1)	0	0	0	0	0	
Total Adult Enrollment:	0	0	0	0	0	
Estimated Percentage (%) of Students:						
Special Education	15%	15%	15%	15%	15%	
English Learners	15%	15%	15%	15%	15%	
Free/Reduced Priced Lunch	55%	55%	55%	55%	55%	
Virtual Students (2)	0%	0%	0%	0%	0%	
K-12 Distribution (3)	\$ 3,326,251.33	\$ 3,407,777.10	\$ 3,472,997.72	\$ 3,505,608.02	\$ 3,521,913.18	
Adult Distribution (4)	\$ -	\$ -	\$ -	\$ -	\$ -	

5-Year Projected Staffing Plan

School Name: Cold Spring School
Planned Opening Year: 2025

- Complete all relevant Grey Shaded areas -> Name of Position, Number of Positions, Average Salary, Health Insurance, Retirement Contribution, and Other Benefits.
- Projected salary and benefits should align with Year 0 and 5-Year budgets.
- Please read footnotes below for additional information **before** completing the worksheet.

	Year 0				Year 1				Year 2				Year 3				Year 4				Year 5		
	Number	Average Salary (1)	Total Expense		Number	Average Salary	Total Expense		Number	Average Salary	Total Expense		Number	Average Salary	Total Expense		Number	Average Salary	Total Expense		Number	Average Salary	Total Expense
INSTRUCTIONAL STAFF																							
K-5 Classroom Teachers	12.0	\$ 65,000.00	\$ 780,000.00		12.0	\$ 67,362.54	\$ 808,350.48		12.0	\$ 68,709.79	\$ 824,517.49		12.0	\$ 70,083.99	\$ 841,007.84		12.0	\$ 71,485.67	\$ 857,828.00		12.0	\$ 72,915.38	\$ 874,984.56
K-3 Instructional Assistants	4.0	\$ 30,000.00	\$ 120,000.00		4.0	\$ 22,564.29	\$ 180,514.32		4.0	\$ 23,015.58	\$ 184,124.61		4.0	\$ 23,475.89	\$ 187,807.10		4.0	\$ 23,945.41	\$ 191,563.24		4.0	\$ 24,424.31	\$ 196,545.88
6-8 Classroom Teachers	5.0	\$ 65,000.00	\$ 325,000.00		6.0	\$ 71,822.26	\$ 430,933.56		6.0	\$ 73,258.71	\$ 439,552.23		6.0	\$ 74,723.88	\$ 448,343.28		6.0	\$ 76,218.36	\$ 457,310.14		6.0	\$ 77,742.72	\$ 466,456.34
Literacy Coach	1.0	\$ 80,000.00	\$ 80,000.00		1.0	\$ 83,995.64	\$ 83,995.64		1.0	\$ 85,675.55	\$ 85,675.55		1.0	\$ 87,389.06	\$ 87,389.06		1.0	\$ 89,136.85	\$ 89,136.85		1.0	\$ 90,919.58	\$ 90,919.58
Special Area Teachers	5.0	\$ 65,000.00	\$ 325,000.00		6.0	\$ 72,857.60	\$ 437,145.60		6.0	\$ 74,314.75	\$ 445,888.51		6.0	\$ 75,801.05	\$ 454,806.28		6.0	\$ 77,317.07	\$ 463,902.41		6.0	\$ 78,863.41	\$ 473,180.46
Special Education Teachers	3.0	\$ 65,000.00	\$ 195,000.00		3.0	\$ 69,550.00	\$ 208,650.00		3.0	\$ 70,941.00	\$ 212,823.00		3.0	\$ 72,359.82	\$ 217,079.46		3.0	\$ 73,807.02	\$ 221,421.05		3.0	\$ 75,283.16	\$ 225,849.47
ESL Teacher	1.0	\$ 65,000.00	\$ 65,000.00		1.0	\$ 69,550.00	\$ 69,550.00		1.0	\$ 70,941.00	\$ 70,941.00		1.0	\$ 72,359.82	\$ 72,359.82		1.0	\$ 73,807.02	\$ 73,807.02		1.0	\$ 75,283.16	\$ 75,283.16
ESL & Special Education Assistants	2.0	\$ 30,000.00	\$ 60,000.00		2.0	\$ 22,149.00	\$ 44,298.00		2.0	\$ 22,591.98	\$ 45,183.96		2.0	\$ 23,043.82	\$ 46,087.64		2.0	\$ 23,504.70	\$ 47,009.39		2.0	\$ 23,974.79	\$ 47,949.58
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Total Instructional Staff:	33.0		\$ 1,950,000.00		39.0		\$ 2,263,437.60		39.0		\$ 2,308,706.35		39.0		\$ 2,354,880.48		39.0		\$ 2,401,978.09		37.0		\$ 2,401,169.02
ADMIN & SUPPORT																							
Chief Executive Officer	1.0	\$ 140,000.00	\$ 140,000.00		1.0	\$ 175,000.00	\$ 175,000.00		1.0	\$ 178,500.00	\$ 178,500.00		1.0	\$ 182,070.00	\$ 182,070.00		1.0	\$ 185,711.40	\$ 185,711.40		1.0	\$ 189,425.63	\$ 189,425.63
Principal	1.0	\$ 120,000.00	\$ 120,000.00		1.0	\$ 127,389.92	\$ 127,389.92		1.0	\$ 129,937.72	\$ 129,937.72		1.0	\$ 132,536.47	\$ 132,536.47		1.0	\$ 135,187.20	\$ 135,187.20		1.0	\$ 137,890.95	\$ 137,890.95
Assistant Principal	1.0	\$ 90,000.00	\$ 90,000.00		1.0	\$ 96,300.00	\$ 96,300.00		1.0	\$ 98,226.00	\$ 98,226.00		1.0	\$ 100,190.52	\$ 100,190.52		1.0	\$ 102,194.33	\$ 102,194.33		1.0	\$ 104,238.22	\$ 104,238.22
Administrative Associate	1.0	\$ 50,000.00	\$ 50,000.00		1.0	\$ 55,822.22	\$ 55,822.22		1.0	\$ 56,938.66	\$ 56,938.66		1.0	\$ 58,077.44	\$ 58,077.44		1.0	\$ 59,238.99	\$ 59,238.99		1.0	\$ 60,423.77	\$ 60,423.77
Chief Operations Officer	0.0	\$ 100,000.00	\$ -		1.0	\$ 100,000.00	\$ 100,000.00		1.0	\$ 102,000.00	\$ 102,000.00		1.0	\$ 104,040.00	\$ 104,040.00		1.0	\$ 106,120.80	\$ 106,120.80		1.0	\$ 108,243.22	\$ 108,243.22
Special Education Director	0.0	\$ 120,000.00	\$ -		1.0	\$ 120,000.00	\$ 120,000.00		1.0	\$ 122,400.00	\$ 122,400.00		1.0	\$ 124,848.00	\$ 124,848.00		1.0	\$ 127,344.96	\$ 127,344.96		1.0	\$ 129,891.86	\$ 129,891.86
Climate and Culture Specialist	1.0	\$ 80,000.00	\$ 80,000.00		1.0	\$ 87,578.08	\$ 87,578.08		1.0	\$ 89,329.64	\$ 89,329.64		1.0	\$ 91,116.23	\$ 91,116.23		1.0	\$ 92,938.56	\$ 92,938.56		1.0	\$ 94,797.33	\$ 94,797.33
Building Level Substitute	2.0	\$ 45,000.00	\$ 90,000.00		2.0	\$ 46,737.60	\$ 93,475.20		2.0	\$ 47,672.35	\$ 95,344.70		2.0	\$ 48,625.80	\$ 97,251.60		2.0	\$ 49,598.32	\$ 99,196.64		2.0	\$ 50,590.28	\$ 101,180.56
School Nurse	1.0	\$ 70,000.00	\$ 70,000.00		1.0	\$ 66,419.97	\$ 66,419.97		1.0	\$ 67,748.37	\$ 67,748.37		1.0	\$ 69,103.34	\$ 69,103.34		1.0	\$ 70,485.40	\$ 70,485.40		1.0	\$ 71,895.11	\$ 71,895.11
SRO	0.0	\$ 70,000.00	\$ -		0.0	\$ 66,419.97	\$ -		0.0	\$ 67,748.37	\$ -		0.0	\$ 69,103.34	\$ -		0.0	\$ 70,485.40	\$ -		0.0	\$ 71,895.11	\$ -
Social Worker	1.0	\$ 60,000.00	\$ 60,000.00		1.0	\$ 56,669.34	\$ 56,669.34		1.0	\$ 57,802.73	\$ 57,802.73		1.0	\$ 58,958.78	\$ 58,958.78		1.0	\$ 60,137.96	\$ 60,137.96		1.0	\$ 61,340.72	\$ 61,340.72
School Counselor	1.0	\$ 60,000.00	\$ 60,000.00		1.0	\$ 59,748.18	\$ 59,748.18		1.0	\$ 60,943.14	\$ 60,943.14		1.0	\$ 62,162.01	\$ 62,162.01		1.0	\$ 63,405.25	\$ 63,405.25		1.0	\$ 64,673.35	\$ 64,673.35
Summer School Staff		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
Athletic Coaches		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Total Admin & Support Staff:	10.0		\$ 760,000.00		12.0		\$ 1,038,402.91		12.0		\$ 1,059,170.97		12.0		\$ 1,080,354.39		11.0		\$ 1,052,363.16		11.0		\$ 1,073,410.42
		Rate/Per Employee Expense	Total Expense			Rate/Per Employee Expense	Total Expense			Rate/Per Employee Expense	Total Expense			Rate/Per Employee Expense	Total Expense			Rate/Per Employee Expense	Total Expense			Rate/Per Employee Expense	Total Expense
BENEFITS																							
Health Insurance (2)		\$ 6,000.00	\$ 258,000.00			\$ 6,000.00	\$ 306,000.00			\$ 6,000.00	\$ 306,000.00			\$ 6,000.00	\$ 306,000.00			\$ 6,000.00	\$ 300,000.00			\$ 6,000.00	\$ 288,000.00
Retirement Contributions (3)		\$ 4,500.00	\$ 193,500.00			\$ 4,590.00	\$ 229,500.00			\$ 4,590.00	\$ 234,090.00			\$ 4,635.90	\$ 236,430.90			\$ 4,682.26	\$ 234,112.95			\$ 4,729.08	\$ 226,995.92
Social Security		6.2%	\$ 168,020.00			6.2%	\$ 204,714.11			6.2%	\$ 208,808.39			6.2%	\$ 212,984.56			6.2%	\$ 214,169.16			6.2%	\$ 215,423.93
Medicare		1.45%	\$ 39,295.00			1.45%	\$ 47,876.69			1.45%	\$ 48,834.22			1.45%	\$ 49,810.91			1.45%	\$ 50,807.95			1.45%	\$ 50,881.40
Unemployment		2.5%	\$ 67,750.00			2.5%	\$ 82,546.01			2.5%	\$ 84,196.93			2.5%	\$ 85,880.87			2.5%	\$ 86,358.53			2.5%	\$ 86,864.49
Other Compensation (4)		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -

	Year 0			Year 1			Year 2			Year 3			Year 4			Year 5		
	Number	Total Expense		Number	Total Expense		Number	Total Expense		Number	Total Expense		Number	Total Expense		Number	Total Expense	
SUMMARY																		
Total Staff	43.0			51.0			51.0			51.0			50.0			48.0		
Total Salaries:	\$ 2,710,000.00			\$ 3,301,840.51			\$ 3,367,877.32			\$ 3,435,234.87			\$ 3,454,341.25			\$ 3,474,579.45		
Total Benefits:	\$ 726,565.00			\$ 1,020,636.81			\$ 1,031,929.55			\$ 1,041,107.24			\$ 1,034,728.59			\$ 1,017,665.73		
Total Salaries + Benefits:	\$ 3,436,565.00			\$ 4,322,477.32			\$ 4,399,806.87			\$ 4,476,342.11			\$ 4,489,069.84			\$ 4,492,245.18		
Student/teacher ratio	N/A			10:1			10:1			10:1			10:1			11:1		
Student/staff ratio	N/A			34:1			34:1			34:1			37:1			37:1		

Footnotes:

This information does not constitute legal advice. You must consult an attorney and/or accountant for any questions about employment and employment tax matters, including worker classification before completing this worksheet.

Generally, an individual who performs services for you is your "employee" if you have the right to control what work will be done and how it will be done. An individual who performs services for you is an "independent contractor" if the you have the right to control or direct only the result of the work and not what will be done and how it will be done. An employee's wages are subject to employment tax withholding (by the employer) while an independent contractor is subject to self-employment tax (by the individual). There are many factors used by the IRS to determine whether an individual is an employee or independent contractor. See, <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee>. The IRS has issued a number of rulings and advisory opinions holding that, under many factual situations, an individual rendering services as a substitute teacher should be considered to be an employee and not an independent contractor. Misclassification of an employee as an independent contractor may result in additional payroll taxes due, as well as possible interest and penalties. **Payments made to "independent contractors" should be listed as "Other Compensation" on Row 57, and explained in the budget narrative. Do not include payments made to independent contractors on Rows 15-47.**

(1) Amounts paid to "employees" regardless of whether they are full-time, part-time, or limited-time should be listed in the **Average Salary** column (Rows 15-47) for each year. All pay provided to an employee for services performed should be included, including salaries, vacation allowances, bonuses, stipends, commissions, and taxable fringe benefits. For more information, see <https://www.irs.gov/publications/p15>.

(2) **Health Insurance** includes Group Life Insurance, Group Health Insurance, Other Authorized Group Insurance, and Workers Compensation Insurance.

(3) **Retirement Contributions** includes Severance/Early Retirement Pay, Public Employees Retirement Fund, Teachers Retirement Fund, Public Employees Retirement Fund (Optional Contribution), Teacher Retirement Fund (Optional Contribution).

(4) **Other Compensation** - includes any other benefits not otherwise classified above, including payments made to independent contractors. This cell should reflect the sum total of all Other Compensation for the year.

	July	August	September	October	November	December	January	February	March	April	May	June	Year Total
Food Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services (please describe on Tab 5)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
Total Professional Purchased or Other Services:	\$ 24,500.00	\$ 6,500.00	\$ 18,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 108,000.00
Facilities Expenses (do not include staff expenses, e.g. custodian)													
Facility Lease/Mortgage Payments (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Expense	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 13,428.00
Insurance (Facility)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase of Furniture, Fixtures, & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric & Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance Services (including cost of supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Custodial Services (including cost of supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Waste Disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Facility Expenses (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Facilities Expenses:	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 1,119.00	\$ 13,428.00
Other Expenses - See Footnotes													
Management Fee (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES:	\$ 416,662.14	\$ 287,169.14	\$ 319,408.14	\$ 410,574.71	\$ 273,623.14	\$ 274,546.14	\$ 273,844.14	\$ 273,465.14	\$ 278,465.14	\$ 273,465.14	\$ 405,640.71	\$ 273,465.32	\$ 3,760,329.00
CHANGE IN NET ASSETS:	\$ (137,965.14)	\$ (9,201.14)	\$ (55,595.14)	\$ (39,333.71)	\$ (52,245.14)	\$ 515,383.86	\$ (3,937.58)	\$ (7,808.58)	\$ (12,808.58)	\$ (7,808.58)	\$ (139,984.15)	\$ (7,808.76)	\$ 40,887.36

Footnotes:

(1) This is a competitive grant. Funding is not guaranteed. The funding for the PCSP grant is distributed through a reimbursement process. Contact IDOE's Office of Title Grants and Support for more information.

(2) Include only those fees (per-pupil, contingent, or fixed) paid to a management company for educational or management services and describe how the fee is calculated in the budget narrative. All amounts separate from a specific "management fee" paid to a management company or an affiliate of the management company must be included elsewhere in the worksheet (e.g., lease payments, instructional supplies, software, technology, etc.) and described in the "Additional Information" Column.

Projected New School Annual Operating Budget -- YEARS 1 - 5 (Fiscal Year July 1-June 30)

School Name: Cold Spring School
Planned Opening Year: 2025

Special Instructions for Schools Contracting with a Management Company:

Please include a note in the assumptions column and budget narrative if any of the listed amounts include additional service, consulting, facility, or licensing fees paid to a management company or affiliate of a management company that are not included in Line 97 (CMO/EMO fee). For example, you should note any additional fees for instructional or support supplies and resources; license fees for materials, software, or educational programming; or fees related to the management, sale, or lease of real estate. Please also state whether your facility is leased or purchased from a management company or affiliate of a management company.

If a line item is completed that includes the words "(please describe)" a specific description of the item must be provided in the appropriate box in Column N on Tab 5.
Failure to provide a description as requested may result in rejection of the submission.

REVENUES
State Revenue - See Footnotes
Basic Tuition Support / Adult Learners Grant - From Tab 2
Special Education Grant - From Tab 2
Honors Diploma/Academic Performance Grant
Career and Technical Education
Non-English Speaking Program
Charter and Innovation Network School Grant (\$1,400 per student)
Formative (Interim) Assessment Grant
State Matching Funds for School Lunch Program
Curricular Material Reimbursement Program (\$150 per student)
Remediation Testing Grant
Teacher Appreciation Grant
Other State Grants (please describe) (1)
Total State Revenue:
Federal Revenue - See Footnotes
Public Charter School Program Grant (2)
Charter Facilities Assistance Program Grant (2011)
IDEA- Part B Grant (Special Education)
Title I
Title II
Federal Lunch Program
Federal Breakfast Reimbursement
Other Federal Revenue (please describe)
Total Federal Revenue:
Other Revenue - See Footnotes
Contributions and Donations from Private Sources
Student Fees
Other Fees
Interest Income
Other Revenue (please describe)
Total Other Revenue:
TOTAL REVENUE:
EXPENSES
Administrative Staff- See Footnote (3)
Executive Administration: Office of Superintendent
School Administration: Office of the Principal
Other School Administration
Business Manager/Director of Finance
Total Administrative Staff:
Instructional Staff
Teachers - Regular
Teachers - Special Education
Substitutes, Assistants, Paraprofessionals, Aides
Summer School Staff
Total Instructional Staff:

Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 3,326,251.33	\$ 3,407,777.10	\$ 3,472,997.72	\$ 3,505,608.02	\$ 3,521,913.18
	\$ 179,316.00	\$ 183,711.00	\$ 187,227.00	\$ 188,985.00	\$ 189,864.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 571,200.00	\$ 585,200.00	\$ 596,400.00	\$ 602,000.00	\$ 604,800.00
	\$ 8,160.00	\$ 8,360.00	\$ 8,520.00	\$ 8,600.00	\$ 8,640.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 61,200.00	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 62,700.00	\$ 63,900.00	\$ 64,500.00	\$ 64,800.00
	\$ 16,320.00	\$ 16,720.00	\$ 17,040.00	\$ 17,200.00	\$ 17,280.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 4,162,447.33	\$ 4,264,468.10	\$ 4,346,084.72	\$ 4,386,893.02	\$ 4,407,297.18
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 81,600.00	\$ 83,600.00	\$ 85,200.00	\$ 86,000.00	\$ 86,400.00
	\$ 306,000.00	\$ 313,500.00	\$ 319,500.00	\$ 322,500.00	\$ 324,000.00
	\$ 20,400.00	\$ 20,900.00	\$ 21,300.00	\$ 21,500.00	\$ 21,600.00
	\$ 306,000.00	\$ 313,500.00	\$ 319,500.00	\$ 322,500.00	\$ 324,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 191,310.72	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 191,310.72	\$ 714,000.00	\$ 731,500.00	\$ 745,500.00	\$ 752,500.00	\$ 756,000.00
\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 31,699.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
\$ 3,328,206.64	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
\$ 3,609,905.64	\$ 540,000.00	\$ 540,000.00	\$ 540,000.00	\$ 540,000.00	\$ 540,000.00
\$ 3,801,216.36	\$ 5,416,447.33	\$ 5,535,968.10	\$ 5,631,584.72	\$ 5,679,393.02	\$ 5,703,297.18
\$ 302,389.92	\$ 308,437.72	\$ 314,606.47	\$ 320,898.60	\$ 327,316.57	
\$ 96,300.00	\$ 98,226.00	\$ 100,190.52	\$ 102,194.33	\$ 104,238.22	
\$ 207,578.08	\$ 211,729.64	\$ 215,964.23	\$ 220,283.52	\$ 224,689.19	
\$ 100,000.00	\$ 102,000.00	\$ 104,040.00	\$ 106,120.80	\$ 108,243.22	
\$ 706,268.00	\$ 720,393.36	\$ 734,801.23	\$ 749,497.25	\$ 764,487.20	
\$ 1,676,429.64	\$ 1,709,958.23	\$ 1,744,157.40	\$ 1,779,040.55	\$ 1,814,621.36	
\$ 278,200.00	\$ 283,764.00	\$ 289,439.28	\$ 295,228.07	\$ 301,132.63	
\$ 318,287.52	\$ 324,653.27	\$ 331,146.34	\$ 338,170.95	\$ 345,085.74	
\$ 2,272,917.16	\$ 2,318,375.50	\$ 2,364,743.01	\$ 2,362,439.56	\$ 2,360,839.72	

Additional Information
Other State Grants (Row 29)
Other Federal Revenue (Row 41)
Other Revenue (Row 50)

Non-Instructional/Support Staff - See Footnotes
Social Workers, Guidance Counselors, Therapists
Instructional Support Staff (4)
Other Support Staff (please describe) (5)
Nurse
Librarian
Information Technology
Maintenance of Buildings, Grounds, Equipment (including Custodial Staff)
Security Personnel
Athletic Coaches
Total Non-Instructional/Support Staff:
Subtotal Wages and Salaries:
Payroll Taxes and Benefits - From Tab 3
Social Security/Medicare/Unemployment
Health Insurance
Retirement Contributions
Other Compensation (please describe)
Total Payroll Taxes and Benefits:
Total Personnel Expenses:
Instructional Supplies and Resources
Curricular Materials
Library/Media Services (Other than Staff)
Technology Supporting Instruction (computers, tablets, etc.)
Student Assessment
Instructional Software
Professional Development
Enrichment Programs (athletics or extra-curricular activities)
Other Instruction Supplies (not including technology)
Total Instructional Supplies and Resources:
Administrative Resources
Administrative Technology - Computers & Software (not SIS)
Other Administrative Expenses (please describe)
Total Administrative Resources:
Governing Board Expenses
Legal Services
Other Governing Board Expenses (please describe)
Total Governing Board Expenses:
Purchased or Other Services (do not include staff expenses)
Audit Services
Payroll Services
Financial Accounting
Printing, Publishing, Duplicating Services
Telecommunication & IT Services
Insurance (non-facility)
Travel
Mail Services
Special Education Administration
Student Information Services or Systems
Food Services
Transportation Services
Marketing Expenses
Other Services (please describe)
Total Professional Purchased or Other Services:
Facilities Expenses (do not include staff expenses, e.g. custodian)
Facility Lease/Mortgage Payments (please describe)
Capital Improvements
Other Principal Payments
Operating Leases
Interest Payments
Interest Expense
Depreciation Expense

\$ 116,417.52	\$ 118,745.87	\$ 121,120.79	\$ 123,543.20	\$ 126,014.07	
\$ 83,995.64	\$ 85,675.55	\$ 87,389.06	\$ 89,136.85	\$ 90,919.58	
\$ 55,822.22	\$ 56,938.66	\$ 58,077.44	\$ 59,238.99	\$ 60,423.77	
\$ 66,419.97	\$ 67,748.37	\$ 69,103.34	\$ 70,485.40	\$ 71,895.11	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 322,655.35	\$ 329,108.46	\$ 335,690.63	\$ 342,404.44	\$ 349,252.53	
\$ 3,301,840.51	\$ 3,367,877.32	\$ 3,435,234.87	\$ 3,454,341.25	\$ 3,474,579.45	
\$ 335,136.81	\$ 341,839.55	\$ 348,676.34	\$ 350,615.64	\$ 352,669.81	
\$ 306,000.00	\$ 306,000.00	\$ 306,000.00	\$ 300,000.00	\$ 288,000.00	
\$ 229,500.00	\$ 234,090.00	\$ 236,430.90	\$ 234,112.95	\$ 226,995.92	
\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
\$ 3,436,565.00	\$ 1,020,636.81	\$ 1,031,929.55	\$ 1,041,107.24	\$ 1,034,728.59	\$ 1,017,665.73
\$ 3,436,565.00	\$ 4,322,477.32	\$ 4,399,806.87	\$ 4,476,342.11	\$ 4,489,069.84	\$ 4,492,245.18
\$ 147,604.00	\$ 81,600.00	\$ 83,600.00	\$ 85,200.00	\$ 86,000.00	\$ 86,400.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 30,600.00	\$ 31,350.00	\$ 31,950.00	\$ 32,250.00	\$ 32,400.00
\$ -	\$ 10,200.00	\$ 10,450.00	\$ 10,650.00	\$ 10,750.00	\$ 10,800.00
\$ 11,371.00	\$ 10,200.00	\$ 10,450.00	\$ 10,650.00	\$ 10,750.00	\$ 10,800.00
\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 12,450.00	\$ 20,400.00	\$ 20,900.00	\$ 21,300.00	\$ 21,500.00	\$ 21,600.00
\$ 18,187.00	\$ 30,600.00	\$ 31,350.00	\$ 31,950.00	\$ 32,250.00	\$ 32,400.00
\$ 189,612.00	\$ 193,600.00	\$ 198,100.00	\$ 201,700.00	\$ 203,500.00	\$ 204,400.00
\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 12,724.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 12,724.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
\$ 12,000.00	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
\$ 30,000.00	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
\$ 30,000.00	\$ 54,000.00	\$ 55,080.00	\$ 56,181.60	\$ 57,305.23	\$ 58,451.34
\$ -	\$ 18,360.00	\$ 18,810.00	\$ 19,170.00	\$ 19,350.00	\$ 19,440.00
\$ -	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19
\$ 18,000.00	\$ 22,000.00	\$ 22,440.00	\$ 22,888.80	\$ 23,346.58	\$ 23,813.51
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 61,200.00	\$ 62,700.00	\$ 63,900.00	\$ 64,500.00	\$ 64,800.00
\$ -	\$ 12,240.00	\$ 12,540.00	\$ 12,780.00	\$ 12,900.00	\$ 12,960.00
\$ -	\$ 306,000.00	\$ 313,500.00	\$ 319,500.00	\$ 322,500.00	\$ 324,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 5,000.00	\$ 5,100.00	\$ 5,202.00	\$ 5,306.04	\$ 5,412.16
\$ 18,000.00	\$ 36,000.00	\$ 36,720.00	\$ 37,454.40	\$ 38,203.49	\$ 38,967.56
\$ 108,000.00	\$ 576,800.00	\$ 590,130.00	\$ 601,581.60	\$ 609,206.23	\$ 614,955.36
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Other Support Staff (Row 78)
Other Compensation (Row 94)
Other Instructional Supplies and Resources (Row 108)
Other Administrative Expenses (Row 114)
Other Governing Board Expenses (Row 120)
Other Services (Row 138)
Lease, Mortgage, & Other Facilities (Rows 143, 158)

Other Expenses (Row 167)

(1) Including, but not limited to: alternative education program grants (IC 20-30-8); educational technology plan grants (IC 20-20-13); secured school fund grants (IC 10-21-1-2); dual language pilot program grants (IC 20-20-41-2); teacher and student advancement fund grants (IC 20-20-43-3); student and parent support services grants (IC 20-34-9); etc.

(2) This is a competitive grant. Funding is not guaranteed. The funding for the PCSP grant is distributed through a reimbursement process. Contact IDEOE's Office of Title Grants and Support for more information.

(3) Office of Superintendent includes the Head of School, School Leader, Executive Director, Chief Executive Officer, as well as associate or assistant executive positions; Office of the Principal includes Vice- and Assistant Principals; Other School Administration includes Chief Academic Officers; Directors, Deans, and Coordinators of: Curriculum, Instruction, Faculty, Students, Assessment, Student Affairs, Student Achievement, and similar positions.

(4) Includes Staffing for Instruction and Curriculum Development, Instructional Staff Training, etc.

(5) Secretary; Receptionist; Attendance Clerk; Office Manager, Cafeteria Worker, and other full or part-time employees not specifically described.

(6) Three-Quarters of a percent (0.75%) of basic tuition support or adult learner grant amount received by the school.

(7) Include only those fees (per-pupil, contingent, or fixed) paid to a management company for educational or management services and describe how the fee is calculated in the budget narrative. All amounts separate from a specific "management fee" paid to a management company or an affiliate of the management company must be included elsewhere in the worksheet (e.g., lease payments, instructional supplies, software, technology, etc.) and described in the "Additional Information" Column.

Attachment 11: Budget Narrative



Cold Spring School
at Marian University

Provide, as Attachment 11, a detailed budget narrative that provides a high-level summary of the budget. The budget narrative should clearly describe assumptions and revenue estimates, including but not limited to the basis for per-pupil Revenue projections, staffing levels, facilities expenses, and technology costs. The narrative should also address any financial issues previously identified by its current authorizer. The narrative should specifically address:

In our 5-year pro-forma budget, Cold Spring School has budgeted conservatively with more than 90% of our projected revenue coming from basic state tuition support, federal Title funds, and state grants like the Teacher Appreciation Grant, Formative Assessment Grant, and the Curricular Material Reimbursement Program. Each year, an estimated \$500,000 was used for other revenue, which brings our total per student funding up to approximately \$13,000 per student. This estimated additional revenue will come from additional grant opportunities or fundraising initiatives. We believe that these figures are considered reliable and conservative estimates based on historical data and expected student enrollment growth.

In our application, we did not include any Charter School Program (CSP) Quality Counts Grant revenue. We built our budget to not be dependent on competitive grant supported dollars, but we do plan to apply for CSP funding and other grants. If awarded, the CSP funding would allow us to increase safety and security at Cold Spring with the addition of a school resource officer, additional classroom teachers to provide intervention support for high ability students, and additional classroom assistants to provide one classroom assistant in each of our elementary classrooms.

For expenses, we used per pupil estimates for many of the instructional supplies, resources, and other services included in this workbook. For instructional supplies, we used a \$200/student estimate for curricular materials, \$75/student for technology needs, and \$75/student for additional instructional supplies that are not curriculum or technology related. For additional resources and other services, we used a \$45/student estimate for printing services, \$150/student estimate for special education administration services, \$30/student estimate for our student information system, and \$750/student estimate for food services. The remaining expenses were estimated based on our current costs with an annual increase of 2% for inflation.

Cold Spring desires to be an innovation partner with Indianapolis Public Schools. Through this partnership, we plan to utilize IPS transportation and continue to operate in our current facility. Our five-year budget is built on that assumption, which is why only custodial services are included in our facility expenses. Our revenue does not include any referendum revenue sharing that IPS currently shares with charter innovation partners, nor does it include any potential property tax sharing that is currently being considered by the General Assembly. We have worked on contingency plans in the event IPS is unable to provide transportation and facility support to innovation partner schools.

In our staffing plan, we have a dedicated Director of Special Education, three special education teachers, and a special education assistant to provide the special education services for our students. The additional \$150/student estimate will allow us to partner with a special education service provider for all related services, including but not limited to OT, PT, and psychological evaluations.

As enrollment grows, we anticipate adding more classroom teachers and support staff to maintain our desired class size of 24 students or less. The detailed hiring plan included in attachment 10 allows for flexibility in staffing, with annual reviews to align staffing levels with actual enrollment trends.

Additionally, Cold Spring School will continue its commitment to retirement contributions, by covering the full 9.5% (for TERF employees) and 14.2% (for PERF employees) retirement contributions to INPRS for all eligible employees. This is an important benefit that we provide to our phenomenal team, and we plan to continue providing the full amount as a charter organization.

With these assumptions for revenue and expenses, Cold Spring would have a net-income margin ranging from 2.1% in 2025-2026 to 2.7% by 2029-2030. We feel comfortable with a net-income margin between 1.5-2%, which we are above in each of the next five years. We believe this margin in net assets can provide a buffer if enrollment is lower than expected in any given year.

As of February 5, 2025, Cold Spring School has \$2,506,931.21 in our bank account. We have worked diligently since our founding in 2016 to be wise financial stewards and to ensure reserves are in place to sustain any unexpected drops in revenue. Therefore, we are prepared to utilize these reserve funds if necessary. Cold Spring has not had any previous financial compliance issues.

In conclusion, Cold Spring's 5-year budget represents a carefully planned and conservative approach to both revenue and expenses, with reliable projections grounded in historical data and realistic growth expectations. Our commitment to financial stability is demonstrated by our prudent reserve fund, detailed staffing plans, and cost assumptions that account for inflation. With a net-income margin projected above 2% in each of the next five years, we are confident in our ability to improve and expand our high-quality STEM and environmental science programs. This budget ensures we are well-positioned to meet the evolving needs of our students, families, staff, and community for years to come.

5 Year Budget Additional Information:

- Other State Grants (Row 28): Not Applicable
- Other Federal Revenue (Row 40): Not Applicable
- Other Revenue (Row 49): Each year, an estimated \$500,000 was used for other revenue, which brings our total per student funding up to approximately \$13,000 per student. This estimated additional revenue will come from additional grant opportunities or fundraising initiatives. We believe that these figures are considered reliable and conservative estimates based on historical data and expected student enrollment growth.
- Other Support Staff (Row 77): This salary is for our administrative associate.
- Other Compensation (Row 93): \$150,000 was estimated for annual additional professional compensation that Cold Spring provides. This includes salaries for school-based tutoring, STEM camp, school-based coordinators and leadership stipends, and evaluation rating stipends.
- Other Instructional Supplies and Resources (Row 107): We used a \$75/student estimation to account for all instructional supplies and resources that are not associated with curriculum and technology. This includes classroom and office supplies and materials.
- Other Administrative Expenses (Row 113): Not applicable.
- Other Governing Board Expenses (Row 120): Not applicable.
- Other Services (Row 137): We estimated \$36,000 for other services in year one. This is double the amount for other services that we currently have as a school in year zero. We then added a 2% increase annual for inflation in years two through five.
- Lease, Mortgage, & Other Facilities (Rows 142, 157): Cold Spring is planning to be an innovation partner with Indianapolis Public Schools, which is why only custodial services are including in our

facilities expenses. This is aligned with current practices of IPS with innovation partners. As discussed in our budget narrative, we have contingency plans for our facility expenses if IPS is unable to provide these services to innovation partners.

- Other Expenses (Row 166): We included \$50,000 for unaccounted and unexpected expenses, with a 2% increase annual for inflation. This is another example of our conservative budgeting to safeguard from unexpected expenses that may come up annually.

Attachment 12: Academic Performance Workbook



Cold Spring School
at Marian University

Portfolio Summary

Please complete a row for each school currently or formerly operated by the organizer or proposed education service provider. Insert additional rows as needed

[illegible]

Academic Performance: Comparable Schools

Provide the three (3) most recent years of academic data for each school currently operated by the organizer or education service provider that has a similar grade-span and serves a similar demographic to the proposed charter school, even if the proposed charter school is not a replication of an existing school. Copy additional Tabs and insert additional Rows as necessary.

School Name: Cold Spring School

School Year 1:

2023-2024	Grade Level	ELA Proficiency	ELA Growth (VA)	Math Proficiency	Math Growth (VA)	Instrument/ Assessment Used	College/Career Credential %	4-Year Grad Rate	3rd Grade Reading Pass Rate	Attendance Rate
	Kindergarten	62.5%	57.4%	58.3%	59.6%	NWEA	N/A	N/A	N/A	93.3%
	1st Grade	43.8%	31.8%	62.5%	79.5%	NWEA	N/A	N/A	N/A	93.6%
	2nd Grade	25.5%	38.6%	40.4%	57.8%	NWEA	N/A	N/A	25.5%	93.5%
	3rd Grade	28.0%	N/A	41.0%	N/A	ILEARN	N/A	N/A	67.4%	92.3%
	4th Grade	24.0%	46.8%	39.0%	51.5%	ILEARN	N/A	N/A	58.8%	91.8%
	5th Grade	24.0%	31.7%	18.0%	14.6%	ILEARN	N/A	N/A	66.7%	93.1%
	6th Grade	16.0%	28.6%	8.0%	4.8%	ILEARN	N/A	N/A	N/A	92.6%
	7th Grade	41.0%	39.3%	31.0%	28.6%	ILEARN	N/A	N/A	N/A	92.4%
	8th Grade	54.0%	52.5%	18.0%	17.4%	ILEARN	N/A	N/A	N/A	94.2%

School Year 2:

2022-2023	Grade Level	ELA Proficiency	ELA Growth (VA)	Math Proficiency	Math Growth (VA)	Instrument/ Assessment Used	College/Career Credential %	4-Year Grad Rate	3rd Grade Reading Pass Rate	Attendance Rate
	Kindergarten	Data Not Available (NWEA)				NWEA	N/A	N/A	N/A	90.9%
	1st Grade	Data Not Available (NWEA)				NWEA	N/A	N/A	N/A	91.9%
	2nd Grade	Data Not Available (NWEA)				NWEA	N/A	N/A	34.8%	91.4%
	3rd Grade	17%	N/A	25%	N/A	ILEARN	N/A	N/A	47.9%	90.4%
	4th Grade	23%	36.6%	25%	24.4%	ILEARN	N/A	N/A	28.6%	93.5%
	5th Grade	11%	18.6%	11%	18.6%	ILEARN	N/A	N/A	16.7%	90.4%
	6th Grade	25%	44.8%	9%	6.9%	ILEARN	N/A	N/A	N/A	93.0%
	7th Grade	23%	37.9%	13%	17.2%	ILEARN	N/A	N/A	N/A	92.5%
	8th Grade	27%	26.3%	0%	0.0%	ILEARN	N/A	N/A	N/A	91.9%

School Year 3:

2021-2022	Grade Level	ELA Proficiency	ELA Growth (VA)	Math Proficiency	Math Growth (VA)	Instrument/ Assessment Used	College/Career Credential %	4-Year Grad Rate	3rd Grade Reading Pass Rate	Attendance Rate
	Kindergarten	Data Not Available (NWEA)				NWEA	N/A	N/A	N/A	89.6%
	1st Grade	Data Not Available (NWEA)				NWEA	N/A	N/A	N/A	88.4%
	2nd Grade	Data Not Available (NWEA)				NWEA	N/A	N/A	N/A	88.5%
	3rd Grade	17%	N/A	19%	N/A	ILEARN	N/A	N/A	59.1%	90.8%
	4th Grade	24%	29.0%	26%	45.2%	ILEARN	N/A	N/A	42.1%	91.3%
	5th Grade	24%	29.6%	22%	29.6%	ILEARN	N/A	N/A	N/A	92.2%
	6th Grade	13%	35.3%	7%	2.9%	ILEARN	N/A	N/A	N/A	89.8%
	7th Grade	15%	17.9%	0%	3.6%	ILEARN	N/A	N/A	N/A	85.6%
	8th Grade	33%	25.8%	3%	3.2%	ILEARN	N/A	N/A	N/A	90.1%