



**BALL STATE
UNIVERSITY**

Office of Charter Schools

Options Edinburgh

2023-2026

**Application for Existing Organizers
within the BSU Portfolio**

Mar 10, 2023

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APPLICATION TIMELINE

- | | |
|------------------------------------|---|
| 1. Application Submission | Day 1 |
| 2. Internal/External Review | 20-30 Days Following Submission |
| 3. Public Hearing | 40-50 Days Following Submission |
| 4. Charter School Review Committee | 60-75 Days Following Submission |
| 5. Application Approval Decision | On or before 75 Days Following Submission |
| 6. Contract Finalization | April-May of prior to school opening |

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ENROLLMENT PROJECTION

Name of Proposed School:

Provide the name and desired opening date for each school included in this proposal (*adding lines as needed*).

Proposed School Name	Projected Start Date of School Operations	Projected Start Date of Student Attendance	City or Geographic Community	Opening Grades	Grade Levels at Full Enrollment
Options Edinburgh	7/10/23	8/3/2024	Edinburgh, IN	11-12	11-12

Describe the model or focus of the proposed school(s) (*e.g.*, Arts, College Prep, Dual Language, etc.), in addition to that set forth in the Mission and Vision attached. (Attachment 1**)**_____

School Enrollment Projection

Provide the following information for **each school** included in this proposal for the next five years. Specify the planned year of opening for each (*duplicating the table as needed*.)

Enrollment Projections for the next 5 years

Academic Year	Planned Number of Students	Maximum Number of Students	Grade Levels Served
2022-23			
2023-24	20-30	30	11, 12
2024-25	30	30	30
2025-26	30	30	30
2026-27	30	30	30
At Capacity (specify year)			

Key Contacts

Names, roles, and current employment of all persons on applicant team (*you may add lines as needed*):

Full Name	Current Job Title and Employer	Position with Proposed School
Dr. Mike Gustin	President	President
Dr. Anita Silverman	COO	COO
Jacob Brandau	CFO	CFO
Karen Oliver	DCI	DCI
Mike Dunagan	Director of Schools	Director of Schools

Primary Contact. Identify the **primary point of contact** for your team. This individual will serve as the contact for all communications, scheduling, and notices regarding your application. The Primary Contact should be the user of the team's SharePoint account to ensure that your team receives all general communications promptly.

Note: As with all aspects of your application, names and contact information of the Primary Contact will become public information.

Primary Contact Name: Dr. Anita Silverman

Mailing address: 18077 River Rd, Suite 106
City Noblesville **State** IN **Zip** 46062

Phone: (day) 317-413-9618 **(evening)** same
Email address: asilverman@optionsined.org **Fax:** _____

Primary contact for facilities planning: Darryl Gustin

Phone Number: 765-409-8600 **e-mail:** dgustin@optionsined.org

Proposed Principal / Head of School Information (for all school(s) proposed to open in 20 __; add additional lines as needed) if known:

Name of proposed Principal Candidate: TBD

Name of School: _____

Current employment: _____

Daytime phone: _____ **Cell phone:** _____

Email: _____

Legal Status and Governing Documents

Describe any changes in the legal status of the proposed school(s), including that there have been no changes in the corporations federal and state tax-exempt status, Articles of Incorporation and Certificates of Assumed Business Names (**Attachment 2**), Board bylaws (**Attachment 3**) and policies; Conflict of Interest Policy (**Attachment 4**), Criminal History Background Checks Policy (**Attachment 5**) and previously provided Statement of Assurances. **Provide the necessary Certificate of Assumed Business Name for New**

Charter School. This will not be new school. It is a new program that will be a branch of Options Noblesville.

A. School and Community Overview

1. Briefly describe the community/communities the school serves or intends to serve and explain how the school's mission and model meets identified community needs. Describe the needs-based rationale for focusing on the targeted student population.

Table: Anticipated Student Population Demographics

	% Minority (non white?)	% Economically Disadvantaged (FRL?)	% Special Education	% English Language Learners	% Gifted and Talented	% Homeless	% Alternative Education
School Demographics	15%	40-50%	12%	2-5%			100%
Demographics of the local District	Edinburgh - 8% Barthol(Col) - 31.5%	Edinburgh - 60% Barthol (Col) - 41.4%	Edinburgh - 14.8% Barthol(Col) 13.5%	Edinburgh - 1.3% Barthol(Col) 11.1%			

2. Describe how key design elements are consistent with the school's existing model, and/or how those elements will be modified for the school.

B. Goals and Plans

- State and provide an overview of the charter school's future goals. Summarize the plans for accomplishing these goals (e.g. academic benchmarks, organizational changes, facility improvements, financial stability).

Most of what we are doing at Options Edinburgh is the same except:

Options Edinburgh is a micro-school within the Options Schools portfolio of schools. Because of its small size, Options Edinburgh will only serve grades 11 and 12 with the focus solely on graduation and graduation pathways. Aligning our mission with that of Simon Youth Foundation we are meeting students where they are and supporting our students as they reach their goals to graduate.

Students will attend school in person for a minimum of three hours per day. The other half of the day will be spent either with KLR Pharmacy Technical Training, C9 Career Center, Project Lead the Way or Ivy Tech Community College working on CTE Pathways or College Core Credits. These opportunities will allow students to prepare for graduation and life after high school.

As with all of our other Options campuses, students will still be expected to complete their Senior Institute project as part of their graduation requirement.

C. Community Engagement

- Describe any outreach you have conducted and the relationships you have established to engage students, parents, and the community in the development of the school. Describe how you will continue to engage stakeholders in the development/opening of the school. Please

demonstrate how your outreach efforts have been inclusive of diverse communities. **Provide evidence of support among parents, students, teachers, community stakeholders, or any combination thereof (i.e. letters of support, survey findings, media).**

There is not a separate alternative school within the Edinburgh or Bartholomew Consolidated School District. Options will host meetings with leaders from both school districts as well as community meetings. With letters of support from Hamilton County leaders, we will share that our goal is to work with the schools to support students to meet the goal of graduation. The goal of Options has always been to serve as a partner to the local school community and not as a competition. We have the same goal to meet the needs of students. Our small environment and flexible school day may be a better option for some of the students' needs. Options intends to begin these meetings after spring break and continue throughout the summer.

D. Facilities and Transportation

• **Charter school facilities must comply with state and local health and safety requirements (per IC § 20-26-7, 20-24, and as required by the Indiana State Department of Health, Office of the State Fire Marshall, Department of Public Works, and the corresponding local agencies). In addition, charter school applicants must be prepared to follow applicable city or town planning review procedures. *These are the same.***

1. If you have already identified a facility, or plan to locate the new school within a facility currently owned or leased by the applicant, please indicate the street address and applicable school district. If you have an MOU or other proof of intent to secure a specific facility, please provide proof of the commitment as **Attachment 6**.
2. Briefly describe the facility including location, size, and amenities. Describe the current condition of the school's facility, and its capacity to serve students. Discuss any anticipated changes in facilities needs and/or location, which includes any changes to lease terms and/or building plan. Provide a detailed list of any anticipated construction or renovation costs (these should also be described in the budget narrative and reflected in the budget). You may provide, as **Attachment 7**, up to 10 pages of supporting documents providing details about the facility.
3. Required: How will the school comply with the McKinney-Vento Act, which requires all public schools to transport homeless students, even if general transportation is not provided?
4. Please provide as **Attachment 8** a proposed Safety Plan for the identified facility.

E. Governance Structure

• Describe any changes in the school's governance, management and administrative structure will remain the same as current charter agreement. (**Attachment 9**) Provide completed and signed Board Member Information Sheets and Conflict of Interest forms for any proposed new Board member. Include resumes and/or professional biographies. Provide copies of background checks for any proposed new members.

F. Curriculum and Instructional Design

Describe any changes in the School's Curriculum and Instructional Design as identified in the below attachments:

- **Attachment 10** Curriculum and Instructional Methods
- **Attachment 11** Methods of Pupil Assessment
- **Attachment 12** Promotion and Graduation Policies
- **Attachment 13** Admissions Policy
- **Attachment 14** Student Records Policy

- **Attachment 15** Supplemental Programs
- **Attachment 16** Plans and Programs as to Special Populations and At-Risk Students
- **Attachment 17** Methods of Promoting Parent and Community Involvement
- **Attachment 18** Responsibilities of the Staff
- **Attachment 19** Personnel Plan
- **Attachment 20** Teacher and Administrator Evaluation Plans
- **Attachment 21** Teacher and Staff Compensation and Benefits Programs
- **Attachment 22** Professional Development Methods
- **Attachment 23** Disciplinary Plan (including Anti-Bullying and Seclusion and Restraints Policies)
- **Attachment 24** Medication Policy
- **Attachment 25** Student Health Screening Policy
- **Attachment 26** School Policies regarding Services to Special Education Students

G. Financial

1. Please describe the financial impact the additional charter school will have on the Options Charter Schools, school corporation. For multi-site operators or networks, OCS requires individual school and network-level financial budgeting, reporting, and annual audits. Each school's finances must thus be transparent and distinct from the network level.
 - **This site will consist of 30 students which will be more than enough revenue to cover all expenses due to the minimal facility cost due to the partnership with the Simon Youth Foundation.**
2. Describe any changes to the current systems and processes by which the organization and school(s) will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted; and describe the criteria and procedures for the selection of contractors.
 - **This site will be rolled into the existing accounting, purchasing, payroll, and audit processes that occur at Options Noblesville.**
3. Provide, as **Attachment 27**, detailed budgets for the school corporation and for EACH individual school. Applicants must submit the Budget Worksheets (all sections) for the network and each campus, including revenue and expenditure projections that reflect proposed growth and development needs over time, or may submit financial forms in the organization's existing format.
4. Present, as **Attachment 28**, a detailed budget narrative describing assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (*e.g.*, grants, donations, fundraising). Indicate the amount and sources of funds, property, or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's operation depends. Discuss the school/organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

Attachment 1
Mission and Purpose of Charter School

Mission Statement

The Options Charter Schools provide a caring community to students seeking an alternative to the traditional high school program. Utilizing a variety of innovative approaches, we focus on the educational success as well as the health and wellness of each student. Our purpose is to develop responsible individuals who are skilled problem solvers and caring, productive citizens.

Core Values

- In an intentional and purposeful way, each student is supported and valued at school.
- Though high expectations are consistent for all, success is defined differently for each student.
- Teachers are most effective when empowered to innovate, create and inspire.

Core Beliefs

1. We believe that Options Charter Schools provide purposeful, relevant, and challenging educational experiences.
2. We believe that Options Charter Schools provide a safe, caring, and healthy environment that promotes freedom of thought and respect for diversity.
3. We believe that each student will graduate with the skills, attitude, knowledge, and compassion to be a contributing member of society and a life-long learner.
4. We believe that Options Charter Schools have the flexibility to meet the varied needs of their learners through different instructional techniques and settings.
5. We believe that Options Charter Schools provide a student-centered environment where every student has an adult advocate.
6. We believe that Options Charter Schools appreciate and encourage creativity as an integral part of every student's educational experience.

Attachment 2
Articles of Incorporation

State of Indiana
Office of the Secretary of State

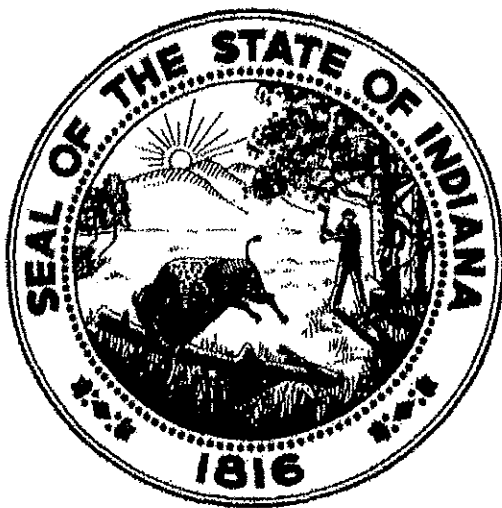
CERTIFICATE OF INCORPORATION

of

CENTRAL INDIANA OPTIONS IN EDUCATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, November 08, 2001.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 8, 2001.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

APPROVED
AND
FILED
IND. SECRETARY OF STATE

ARTICLES OF INCORPORATION
FOR NON PROFIT CORPORATION

2001111300013

CENTRAL INDIANA OPTIONS IN EDUCATION, INC.

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

ARTICLE I - Name and Principal Office

The name of the Corporation is Central Indiana Options in Education, Inc. and the principal office is 150 Ewing Court, Carmel, Indiana 46032.

ARTICLE II - Purpose

The purpose for which the Corporation is formed is to establish and operate a charter school in central Indiana.

ARTICLE III - Type of Corporation

The Corporation is a public benefit corporation, which is organized for a public or charitable purpose.

ARTICLE IV - Registered Office and Registered Agent

The name and street address of the Corporation's Registered Office and Registered Agent for service of process is:

Kevin Davis
150 Ewing Court
Carmel, Indiana 46032

ARTICLE V - Membership

The Corporation will not have members.

ARTICLE VI - Incorporator

The names and addresses of the incorporators are as follows:

Kevin Davis
150 Ewing Court
Carmel, Indiana 46032

Barbara Maschino
6438 N. Oakland Avenue
Indianapolis, Indiana 46220

11-08-2001

ARTICLE VII - Board of Directors

The initial members of the Board of Directors are:

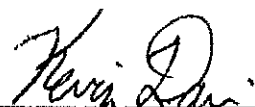
1. Kevin Davis, 150 Ewing Court, Carmel, Indiana 46032
2. Barbara Maschino, 6438 N. Oakland Avenue, Indianapolis, Indiana 46220
3. Robert Smith, 3030 Roosevelt Avenue, Indianapolis, Indiana 46218
4. Judy Zimmerman, 7316 Lantern Road, Indianapolis, Indiana 46256

ARTICLE VIII - Distribution of Assets on Dissolution or Final Liquidation

Upon liquidation of the corporation, all assets of the corporation which are not otherwise applied to the payment of the corporation's liabilities shall be distributed to The Carmel Clay Education Foundation, or to one or more other corporations involved in the process of educating the children of Indiana communities, provided that in no case shall any entity receive such distribution unless it satisfies all requirements for qualification as a charitable organization under section 501(c)(3) of the Internal Revenue Code of 1986.

We hereby verify, subject to penalties for perjury, that the facts contained herein are true.

Dated: 11/6/01



Kevin Davis

Dated: 11/6/01



Barbara Maschino

This Instrument prepared by:

John S. Terry, Attorney at Law
CAMPBELL KYLE PROFFITT
198 S. 9th Street
P.O. Box 2020
Noblesville, Indiana 46061-2020

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF ASSUMED BUSINESS NAME

of

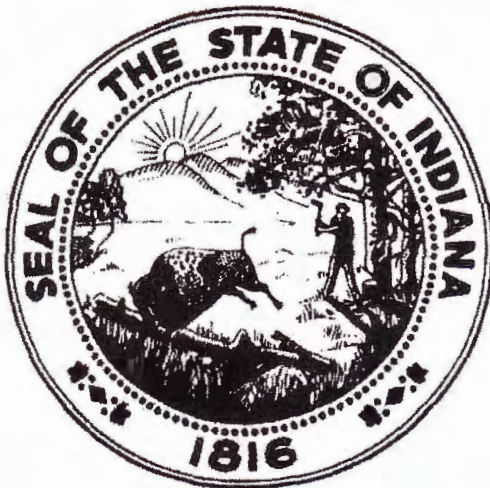
CENTRAL INDIANA OPTIONS IN EDUCATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

OPTIONS CHARTER SCHOOL

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, August 13, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 13, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

20011113 00013

APPROVED
AND
FILED
IND. SECRETARY OF STATE



**CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)**

State Form 30353 (R10/1-02)

State Board of Accounts Approved 2002

20011113 00013

SUE ANNE GILROY

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St. Rm E018
Indianapolis, IN 46204
Telephone (317) 232-6576

INSTRUCTIONS:

1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.

2. FEES ARE PER CERTIFICATE. Please make check or money order payable to of State.

Please TYPE or PRINT.

Indiana Code 23-15-1-1, et seq.

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability Company, Limited Partnership \$30.00

Not-For-Profit Corporation \$26.00

1. Name of Corporation, LLC, LP		2. Date of incorporation/admission/organization	
Central Indiana Options In Education, Inc.		November 08, 2001	
3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address)			
340 Ridgepoint Drive			
City, state and ZIP code			
Carmel, Indiana 46032			
4. Assumed business name(s)			
Options Charter School			
5. Principal office address of the Corporation, LLC, LP (street address)			
150 Ewing Court			
City, state and ZIP code			
Carmel, Indiana 46032			
6. Signature of officer or other authorized party		7. Printed name and title	
		Kevin Davis, Director	

This instrument was prepared by:

John S. Terry, Campbell Kyle Proffitt, PO Box 2020, Noblesville, IN 46060

**State of Indiana
Office of the Secretary of State**

**Certificate of Assumed Business Name
of**

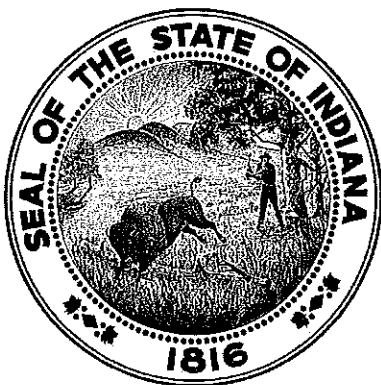
OPTIONS CHARTER SCHOOL-CARMEL, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Nonprofit Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

OPTIONS CHARTER SCHOOLS

NOW, THEREFORE, with this document I certify that said transaction will become effective **Monday, May 18, 2020.**



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, **May 18, 2020.**

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2001111300013 / 8605383

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/18/2020 01:36 PM

CERTIFICATE OF ASSUMED BUSINESS NAME

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2001111300013
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME OPTIONS CHARTER SCHOOL-CARMEL, INC.
PRINCIPAL OFFICE ADDRESS 530 W CARMEL DR, CARMEL, IN, 46032, USA

EFFECTIVE DATE

EFFECTIVE DATE 05/18/2020
EFFECTIVE TIME 01:33PM

ASSUMED NAME AND ADDRESS

Options Charter Schools 18077 River Rd Ste 106, Noblesville, IN, 46062 - 8659, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 18, 2020**.

SIGNATURE Jacob Brandau
TITLE CFO

Business ID : 2001111300013
Filing No. : 8605383

Attachment 3
Bylaws

AMENDED AND RESTATED
BYLAWS
OF
OPTIONS CHARTER SCHOOL - NOBLESVILLE, INC.

ARTICLE I

Board of Directors

Section 1.1. Duties and Qualifications. The business and affairs of the Corporation shall be managed by the Board of Directors. At all times, all members of the Board of Directors shall be residents of the State of Indiana, and at least one-half the members of the Board of Directors shall be residents of the Indiana counties where current students at the charter school reside. No individual may serve on the Board of Directors if that individual has been convicted of any offense set forth in Indiana Code 20-26-5-11(b), any successor statute, or of any offense substantially equivalent to any of the offenses listed in I.C. 20-26-5-11(b) in which the judgement of conviction was entered under the laws of any other federal or state jurisdiction unless the candidacy of such individual is approved by the School's Authorizer (as term "Authorizer" is defined in I.C. 20-24-1-2.5). In order to effectuate this requirement, at least fourteen (14) days before an individual is seated as a member of the Board of Directors, an Expanded Criminal History Check (as defined in I.C. 20-26-2-1.5) shall be performed as to such director.

Section 1.2. Number, Term, and Election. The Board of Directors shall consist of a minimum of three (3) directors and a maximum of fifteen (15) directors, with the exact number of directors specified from time to time by resolution of the Board of Directors. Each director shall serve for a term of three (3) years. The directors shall be elected at any regular or special meeting of the Board by a plurality of the votes cast by the directors. Despite the expiration of a director's term, the director continues to serve until a successor is elected and qualifies, or until there is a decrease in the number of directors.

Section 1.3. Term Limits. No member of the Board shall serve more than three consecutive terms. Being elected for a partial term shall not be considered a term of service. A Board member who has served three consecutive terms must not serve on the Board for a minimum of one year before being reelected. Board terms will be staggered into three equal classes. Each class of approximately one to five members are due for board consideration of election to another term or resigning from the board due to term limits or another issue.

Section 1.4. Vacancies. Any vacancy among the directors caused by death, resignation, removal, increase in the number of directors or otherwise may be filled by a majority

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

vote of the remaining members of the Board of Directors. The term of office of a director chosen to fill a vacancy shall expire at the later of the expiration of the unexpired term which the director was chosen to fill, or when a successor shall be duly elected and qualified. New board members will undergo new member orientation and training approved by the Authorizer (Ball State University's Office of Charter Schools). No person shall serve on the Board if he/she has committed an offense set forth in IC 20-26-5-11(b) or any successor statute, or any offense substantively equivalent to any of the offenses listed in IC 20-26-5-11(b), unless such individual is authorized to sit on the Board by the Executive Director of OCS. No person shall serve as a Board member if that individual, spouse, or immediate family member has a direct or indirect ownership, employment, contractual, or membership interest in any educational management organization or other educational service provider used by the Organizer (Options Charter Schools).

Section 1.5. Removal. Any director may be removed, with or without cause, by the remaining directors whenever the number of votes cast to remove the director would be sufficient to elect the director at a meeting to elect directors.

Section 1.6. Annual Meeting. The Board of Directors shall meet at a time and place to be determined by the Board of Directors each year, for the purpose of election of officers of the Corporation and consideration of any other business which may be brought before the meeting. Notice shall be provided for the holding of an annual meeting in accordance with the provisions of Ind. Code 5-14-1.5.

Section 1.7. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect, and shall be held whenever convenient for the Board of Directors. Unless otherwise provided by the Board of Directors, regular meetings shall be held at the Corporation's principal office. Notice shall be provided for the holding of a regular meeting in accordance with the provisions of Ind. Code 5-14-1.5. Special meetings of the Board of Directors may be held upon the call of the Chair by one or more petitions in writing signed, dated and delivered to the corporation's principle offices by more than one-third of the directors, and upon at least forty-eight (48) hours notice specifying the date, time, place and purpose or purposes of the meeting, given to each director either personally or by mail, facsimile transmission, electronic mail or telephone. **Petitions for a special meeting must describe the purpose for which the meeting is to be held.** Oral notice is authorized. A director may waive any required notice of an annual, regular or special meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting. Notwithstanding the foregoing notice provisions, notice must be provided in accordance with the provisions of Ind. Code 5-14-1.5 for any special meeting of the Board of Directors. Roberts Rules of Order shall govern the process for all regular or special meetings of the Board. The Board will conduct a minimum of ten (10) special or regular meetings of the board annually.

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

Section 1.8. Participation. A director may participate in an annual, a regular or a special meeting of the Board of Directors by or through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, provided such participation complies with the requirements of Ind. Code 5-14-1.5 and the Options' Electronic Meeting Policy.

Section 1.9. Quorum; Voting. One-half (1/2) of the directors in office when action is taken shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the director's present when the act is taken shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 1.10. Action by Consent. The Board of Directors may not take action by written consent. The Board of Directors may act only at a general public meeting in compliance with the provisions of Ind. Code 5-14-1.5.

Section 1.11. Open Door Law. Any and all notes, minutes and decisions resulting from a meeting or action of the Board of Directors must comply in all respects with the provisions of Ind. Code 5-14-1.5.

Section 1.12. Committees. The Board of Directors may from time to time create and appoint standing, special or other committees to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Corporation. Committees, to the extent specified by the Board of Directors, may exercise the powers, functions or authority of the Board of Directors, except where prohibited by law; provided, however, that if a committee is to exercise board powers, functions, or authority, (a) all the persons serving on the committee must be directors, (b) there must be at least two (2) persons on the committee, and (c) the creation of the committee and the appointment of its members shall be by a majority of all directors in office when the action is taken.

Officers

Section 1.13. Officers and Qualifications Therefor. The officers of the Corporation shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer. The officers shall be chosen by the Board of Directors.

Section 1.14. Terms of Office. Each officer of the Corporation shall be elected by the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until a successor shall be duly elected and qualified, or until resignation, removal or death. Officers may not serve for more than four consecutive terms in the same position. A partial term of service shall not count toward the four-year total.

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

Section 1.15. Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by the Board of Directors, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until the officer's successor shall be duly elected and qualified.

Section 1.16. Removal. Any officer of the Corporation may be removed, with or without cause, at any time by a majority vote of the Board of Directors.

Section 1.17. Compensation. The officers of the Corporation shall receive no compensation for their services in such offices.

ARTICLE II

Powers and Duties of Officers

Section 2.1. Board Chair. The Chair, if present, shall preside at all meetings of the Board of Directors. At each annual meeting of directors, the Chair or the Chair's designee shall report on the activities of the Corporation. Subject to the general control of the Board of Directors, the Chair shall manage and supervise all of the affairs of the Corporation and shall perform all of the usual duties of the chief executive officer of a corporation in the event of a vacancy or extended absence of the chief executive officer.

Section 2.2. Vice Chair. Subject to the general control of the Board of Directors, if the Chair is not present, the Vice Chair shall discharge all the usual functions of the Chair and shall have such other powers and duties as these Bylaws, the Board of Directors or an officer authorized by the Board may prescribe.

Section 2.3. Secretary. The Secretary shall attend all meetings of the Board of Directors, and prepare, keep, or cause to be kept, a true and complete record and minutes of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall attend to the giving and serving of all notices of the Corporation required by these Bylaws, shall have custody of the books (except books of account) and records of the Corporation, shall be responsible for authenticating records of the Corporation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these Bylaws, the Board of Directors, or an officer authorized by the Board may prescribe.

Section 2.4. Treasurer. The Treasurer shall keep or cause to be kept. correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation and shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. At each annual meeting of the

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

directors, the Treasurer, or the Treasurer's designee, shall report on the financial condition of the Corporation. The Treasurer, or the Treasurer's designee, shall furnish, at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of Treasurer.

Section 2.5. Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these Bylaws or the Board of Directors may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

ARTICLE III

Nondiscrimination

No school owned or operated by the Corporation shall discriminate against any student, teacher or employee on the basis of race, religion, gender or national origin. Furthermore, with respect to students, such school shall admit students of any race, religion, gender, color, national and ethnic origin, and disability to all the rights, privileges, programs and activities generally accorded or made available to students at such school. Any such school shall not discriminate on the basis of race, religion, gender, color, national or ethnic origin, or disability in the administration of its educational policies, admissions policies, scholarship and loan programs or athletic or other school-administered programs.

ARTICLE IV

Miscellaneous

Section 4.1. Corporate Seal. The Corporation may, but need not, have a corporate seal. The form of any such corporate seal may be specified in a resolution of the Board of Directors. A corporate seal, however, shall not be required for any purpose, and its absence shall not invalidate any document or action.

Section 4.2. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the Chair or Vice Chair and, if required, attested by the Secretary or an assistant secretary.

Section 4.3. Fiscal Year. The fiscal year of the Corporation shall begin on July 1 of each year and end on the immediately following June 30.

Section 4.4. Dissolution of the Organizer. In the event that the Organizer is dissolved all remaining assets will be distributed as provided in IC 20-24-3-3, as amended, restated, or recodified from time to time.

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

Section 4.5. Authority to Sign Contracts and Checks. The President, or his/her designee(s), of Options Charter Schools has the authority to sign contracts and checks within the parameters set forth in the Options Charter Schools Board of Directors' adopted Policy Governance.

ARTICLE V

Section 5.1. Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. The Corporation must provide notice to the directors of any meeting at which an amendment to the Bylaws is to be considered and voted upon. Any changes to the Bylaws or Articles of Incorporation must be approved by the Authorizer Ball State University's Office of Charter Schools.

Secretary's Initials

Date: _____

Original July 1, 2006
Amended November 21, 2017
Amended March 20, 2018

Attachment 4
Conflict of Interest Policy



Options Charter Schools Board of Directors Conflict of Interest Policy

Excerpt taken from the Board approved Policy Governance document

Policy 3.5 – Board Members Code of Conduct (Monitored Annually in December)

The board commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as board members. Accordingly:

1. Members must have loyalty to the ownership, unconflicted by loyalties to staff, other organizations, and any personal interest.
2. Members must avoid conflict of interest with respect to their fiduciary responsibility.
 - A. There will be no self-dealing or business by a member and the organization except when openness and appropriate competition are ensured.
 - B. When the board is to decide upon an issue, about which a member has an unavoidable conflict of interest, that member shall absent himself without comment from not only the vote, but also from the deliberation.
 - C. Board members will not use their board position to obtain employment in the organization for themselves, family members, or close associates. Should a board member apply for employment, he must first resign from the board.
 - D. Members will annually disclose their involvement with other organizations, with vendors, or any other associations, which might produce a conflict.

Date: October 1, 2020

Attachment 5
Criminal History Background Checks Policy



CRIMINAL HISTORY INFORMATION

An offer of employment on behalf of the School Board shall be contingent upon a determination by the President or his/her designee that the applicant meets each qualification standard in the job description for the position offered. To determine if the applicant meets the qualification standards for the position applied for, the President or his/her designee shall conduct a comprehensive background investigation on each applicant given a conditional offer of employment.

Options Charter Schools (OCS) through the President or his/her designee shall take the following steps in accordance with Indiana law to conduct a pre-employment background investigation:

- a. Conduct an expanded criminal history check for each applicant;
- b. Conduct an expanded child protection index check for each applicant; and
- c. Contact the applicant's employment references, including, if applicable and provided, the applicant's most recent employer.

Where the needs of OCS require that the applicant begin work before the background investigation can be completed, the expanded criminal history check for each applicant shall be completed no later than thirty (30) days after the first day of employment. Further, OCS shall conduct an expanded child protection index check no later than sixty (60) days after the first day of employment. The applicant shall continue to be considered as an applicant working pursuant to a conditional offer of employment until the background investigation is complete.

Each applicant shall provide all identifying information and consents necessary to conduct the pre-employment background investigation as a condition of being considered for employment.

Failure of an applicant to fully or truthfully disclose all information requested in the application process may disqualify the applicant. Where the failure to make a truthful or complete disclosure is not detected until after the employee is employed, the employee may be terminated for insubordination. OCS may not hire any applicant who has been convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

Each OCS employee is required to undergo an expanded criminal history check every five (5) years. OCS will assume the costs of the expanded criminal history check for current employees.

All OCS employees shall report an arrest, a filing of any charge for a violation of state or criminal law, a criminal conviction, and any substantiated report of child abuse or neglect to his/her supervisor or the President in writing by the end of the first school day following the earlier of an arrest, the filing of a charge, conviction, or receipt of substantiated report. Where the event requiring reporting occurs when school is not in session, the employee shall make the written report required by this policy to the President by first class mail within five (5) calendar days after an arrest, the filing of a charge, conviction, or receipt of substantiated report.

The President or designee will individually assess the foreseeable harm and foreseeable impact on students resulting from an individual's arrest, charging, conviction, or substantiated report of child abuse or neglect. The Superintendent or his or her designee shall report any resulting action or proposed action to the Board.

Legal Ref:

I.C. 20-26-2-1.3; I.C. 20-26-2-1.5; I.C. 20-26-5-8; I.C. 20-26-5-10; I.C. 20-26-5-11

Adoption Date: [December 18, 2018]

Attachment 6
MOU or Proof of Intent to Secure Facility

Attachment 6

MOU or Proof of Intent to Secure Facility

From: John Suter <John.Suter@simon.com>
Sent: Friday, February 3, 2023 1:31 PM
To: Anita Silverman <asilverman@optionsined.org>
Cc: Timothy Clark <Tim.Clark@simon.com>
Subject: SYF - Academy Space at Indiana Premium Outlets

Hello Dr. Silverman.

As requested, I'd like to share the following information about the academy space located at Indiana Premium Outlets in Edinburgh, IN:

- Simon Property Group offers Simon Youth Foundation (SYF) the use of tenant space for SYF Academies at no charge to the Foundation or its school district partners.
- SYF offers use of academy space to school district partners at no charge as described in the Memorandum of Understanding executed between SYF and the school district.
- SYF is the designated leasee for all SYF Academies.
- SYF currently leases Suite C150 at Indiana Premium Outlet, and that space is built out as a fully furnished classroom environment.
- The lease for the SYF Academy at Indiana Premium Outlets expires on June 30, 2023, and the lease will be renewed for a new three-year term starting July 1, 2023.
- Historically, Indiana Premium Outlets has not charged SYF or the former school district partner for utilities (electricity, gas, etc.) related to use of the space. It is not anticipated that this arrangement will change in the future.
- School district partners are responsible for maintaining the academy in a first-class manner, including necessary repairs or replacement of furniture and interior finishes resulting from normal wear and tear.
- School district partners are responsible for academy maintenance (HVAC repairs, replacement of nonfunctioning light bulbs/fixtures, etc.) as assigned in Exhibit D of the Memorandum of Understanding.
- School district partners are responsible for all technology infrastructure hardware (computer server(s), desktop computer, laptops, routers, cabling, etc.) and internet and/or data network access necessary for delivery of curriculum and operation of the academy.
- School district partners are responsible for all security infrastructure hardware, devices and services (card readers, proximity cards, cameras, etc.) necessary for maintenance of a safe environment for students and staff.
- School district partners are responsible for academy housekeeping and trash removal.

The current lease for the academy at Indiana Premium Outlets is attached for your review.

Please let me know if you need anything else.

John E. Suter

Coordinator, Programs Services

(317) 489-8126
john.suter@simon.com

Attachment 7
Facility Renovation Budget/Budget Narrative

"The facility at Options Edinburgh does not need renovation. It is move-in ready including furniture. Options will need to provide IT infrastructure. See Attachment 27 for the budget that includes technology and Attachment 28 for budget narrative."

Attachment 8
School Safety Plan

Options School
At
Edinburgh
EMERGENCY PREPAREDNESS PLAN



CALL THE FOLLOWING IN CASE OF AN EMERGENCY:

911 POLICE OR FIRE

Options Schools Director of Safety, Joe Hopper 812-620-5176

OPTIONS SCHOOLS, President Mike Gustin 765-621-0832

Emergency Preparedness Plan

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Plan Introduction

This Emergency Preparedness Plan is for Options Schools at Edinburgh. Options Schools is dedicated to safe, orderly learning environments in all of our schools. This plan is intended to be a practical guide that provides general procedures to follow in case of various emergencies. Employees are expected to know the specific plans and procedures that are created for the specific school/clinic in which they work.

If an emergency arises:

- Be sure the office is notified and help is summoned.
- Follow the guidelines in this booklet.
- Reassure your students; your calm approach will help students follow instructions that could save lives during an emergency.
- Be prepared to react to instructions from law enforcement or administration; keep your phone line clear and walkie talkie charged.

Crisis Response Plan

It is understood that no crisis response plan can predict either the exact nature of the crisis or the best response for the types of tragedy that may be included in this plan. These guidelines are an aid to the response to be consulted. Variations from this plan, omissions, and additions may be necessary to ensure the best crisis response. These plans are meant only to assist in these unusual situations.

This is a shared document from both OCS & any contract employees, the following is an understanding of terminology:

Employee= Options employees and contract employees

Client= both clients and students

Guidelines / Employee Responsibilities During Emergencies

The first obligation of all employees is the safety of our children; therefore, these guidelines are meant to provide suggestions for how to proceed before and/or during very difficult emergency situations, which demand a high degree of attention to safety. During a disaster, crisis or other emergency, it is possible that circumstances will dictate additional, different or unforeseen responsibilities for school employees. Employees should take whatever action is necessary, given these circumstances, to meet our first obligation.

A. Building Administration

Advance Planning

1. Establish a safety zone outside the building where students/employees can gather during an evacuation.
2. Ensure all employees are briefed about emergencies/disasters/drills with the start of each new school year; review the school specific emergency guidelines.
3. Ensure that all employees understand their responsibilities during any emergency, giving special attention to the administrative team and non-teaching employees.
4. Set up and review plans to address the unique emergency needs of students with disabilities or other special needs in the school. Review with the Director of Special Education at the start of each school year.
5. Set up a check out system and designated location for students in the aftermath of any disaster.

During a disaster/emergency

1. Implement emergency guidelines depending on the emergency or disaster that arises.
2. Maintain communication within the school and with outside agencies and personnel:
 - a. Call 911
 - b. Call Options Director of Safety Joe Hopper - 812-620-5176.
 - c. Call Options COO Anita Silverman 317-413-9618.
 - d. Call Options President (CEO) Mike Gustin - 765-621-0832.
 - e. Joe Hopper/Options Exec Team will contact SFY Personnel in accordance with the SYF communication plan.
3. Oversee evacuation (if necessary) and ensure that injured employees/clients are being tended to.
4. Oversee safety zone (if evacuation occurs); ensure that an emergency treatment center is operational if needed.

5. Cooperate with and provide assistance to police and emergency personnel.

B. Non-Teaching employees members (as directed by building administration, take an active role in)

1. Communication: maintain contact, alert appropriate agencies and school personnel.
2. Information: provide information to employees as directed; ensure that enrollment/emergency information is available to proper school officials or rescue personnel.
3. Assistance: help teachers or other colleagues as directed.
4. Check-out/Safety Zone Office: establish and implement a procedure for checking-out students to parents/guardians/adults who come to school to take students home; also set up an "office" in the reunification site if this area is activated.

Fire, Tornado, and Earthquake Drill

Fire Drill Guidelines

1. In case of an emergency - or if directed to do so by the center's paging system, Admin. Professionals will immediately call 911 (with nearest phone i.e. cordless, cellular, etc.) for fire department/ambulance/police response. The connection with emergency personnel will be maintained by the person who initially called; unless doing so endangers the safety of the caller. As soon as information has been received – the caller will advance to the exit.
 - a. Admin. Professional will take the copy of the daily schedule, Emergency/Contact binder and cell phone/portable phone, and head towards the exit. The daily schedule and Emergency/Contact binder are located on the small table behind the front desk.
2. When the alarm sounds each employee will escort all clients in their care to the nearest marked exit and ask others to do the same. Follow the evacuation route for your room/area (use an alternate route if smoke or fire block your normal evacuation route). Assist each other as necessary.
3. Assist the clients in exiting the building. As long as each behavior technician has supervision of his/her clients, behavior technicians may choose to hold the hand of another/additional client if asked to; in order to aid the transportation of additional clients who may need more assistance exiting the building.
4. After exiting:
 - a. Move to the designated evacuation area.
5. Wait for an “all clear signal” to re-enter or wait for further instructions.
6. If necessary, follow the fire aftermath guidelines shown later in this booklet.

Tornado Drill Guidelines

1. When the warning is acknowledged then the employee(s) will take the client(s) they are responsible for, from the current area to the closest predetermined safety area of the building.
2. Areas determined to be tornado safe will be identified by door signage.
3. Employees and clients should report to these areas and be prepared to sit in a manner that will protect their heads. Client should be sitting or kneeling facing the wall with his/her hands over the back of his/her neck, tucked into a ball.
4. Administrator in charge will bring the emergency binder and copy of the daily schedule and monitor the weather reports.
5. If necessary, follow the tornado aftermath guidelines shown later in this booklet.

Earthquake Drill Guidelines

1. No alarm will sound; earthquakes are signaled by low, loud rumbling.
2. Tell your students/client, "Earthquake, take cover."
3. Everyone should duck and cover up under the nearest desk or table. In large open areas, clients should duck and cover their heads with their arms.
4. Once the ground and building stop shaking, use the fire drill procedures and evacuation routes.
5. Take your class to the school's designated outside safety zone. Follow "Earthquake Aftermath" guidelines shown later in this booklet.

Environmental Disaster

These guidelines should be followed in the case of contamination of air or water supplies.

A. Contamination of the **water supply**:

A PA or walkie talkie announcement will be made to alert everyone to this specific problem. Once the announcement is made, NO WATER SHOULD BE CONSUMED FOR ANY REASON FROM THE BUILDING'S WATER SUPPLY.

B. Contamination of the **air supply**:

1. If the air supply is contaminated INSIDE the building, a fire drill procedure will be initiated. The air system will be shut down.
2. If the air supply is contaminated OUTSIDE the building, then the air system will be shut down and instructions will be given over the PA system or walkie talkie.

C. Communication:

Once water or air contamination is detected, the building administrator will ensure that the following are contacted immediately:

1. Call 911
2. Call Options Director of Safety Joe Hopper - 812-620-5176.
3. Call Options COO Anita Silverman 317-413-9618.
4. Call Options President (CEO) Mike Gustin - 765-621-0832.
5. Joe Hopper/Options Exec Team will contact SFY Personnel in accordance with the SYF communication plan.

D. Evacuation:

1. If the water supply cannot be restored, the evacuation plan for the specific clinical site will be initiated and carried out.
2. If the air supply INSIDE the clinic is contaminated, clients will be gathered in the clinic's outdoor safety-zone and arrangements will be made for evacuation from that point.
3. If the air supply OUTSIDE the building is contaminated, clients and employees will remain inside until a "window of opportunity" exists for a safe evacuation.

Nuclear or Chemical Contamination Disaster

These guidelines should be followed in the case of contamination resulting from a spill of nuclear or chemical substances or from a nuclear power plant disaster.

- A. Once nuclear/chemical contamination is detected or reported to the school the tornado drill procedure should be initiated. A PA or walkie talkie announcement will be made to alert everyone to this specific problem.
- B. At the same time this drill begins, if the disaster is chemical contamination, the clinic's air-handling equipment will be shut off unless advised otherwise by police personnel.
- C. Communication:
Once the clinic begins this set of procedures, the following should be contacted by phone:
 - 1. Call 911
 - 2. Call Options Director of Safety Joe Hopper - 812-620-5176.
 - 3. Call Options COO Anita Silverman 317-413-9618.
 - 4. Call Options President (CEO) Mike Gustin - 765-621-0832.
 - 5. Joe Hopper/Options Exec Team will contact SFY Personnel in accordance with the SYF communication plan.
- D. Evacuation:
Clinic personnel will have to stay alert to the options for evacuation. In some cases, almost immediate evacuation may be necessary; however, depending on the circumstances, there may be a long wait before evacuation can occur.
- E. In all cases, following the instructions and directions of rescue and police personnel will be critical during such an emergency.

Disaster Aftermath- Fire or Environmental

- A. Move all clients to designated outside safety zones.
 - If this location has been rendered unusable, go to a gathering place designated by authorities.
- B. Report all injuries once you reach the safety zone. Line up by team in the safe area for roll to be called.
- C. Keep track of your students/client.
 - 1. List clients who are injured.
 - 2. List clients who are moved from your group for treatment of injuries.
 - 3. If a parent or guardian arrives to take the client home, list students who leave and with whom they leave. Verify identity of parent or guardian by state issued ID.
- D. It may be decided to leave campus to move to the rally site.
- E. If evacuation from Rally is to occur:
 - 1. Let clients know that evacuation is planned and that you will be traveling to another site.
 - 2. Do everything you can to calm and reassure clients.
- F. At the evacuation site: follow instructions, stay with your class/client, and continue to keep track of your clients.
- G. At the evacuation site: Continue to maintain the list of clients who have left and with whom they have left.
- H. Await further instructions and information with your client at the evacuation site.

Disaster Aftermath- Tornado

- A. Move clients and employees out of the way of any damaged portion of the building to the undamaged portion of the building. If weather permits, the rally site
- B. Go to the rally site if the clinic is severely damaged. Keep your clients together at all times.
- C. In case of injuries:
 - 1. Make sure the location is secure.
 - 2. Assess the extent of the injury: restore breathing and stop serious bleeding as the FIRST PRIORITY.
 - 3. First priority is to the injured, alert the administrator on duty or if you are in the rally site, report the nature of the problem to an administrator or rescue official.
 - 4. Make all other injured persons as comfortable as possible; keep injured persons warm.
 - 5. Be sure authorities know if you have injured individuals with you.
- D. Evacuation
 - 1. If necessary, and if transportation is available, evacuation may be ordered by authorities.
 - 2. Keep clients together and follow instructions in the event of evacuation from the clinic or rally site.
 - 3. You will evacuate, in most cases, to the designated evacuation site.
- E. If no structural damage has occurred, but if a tornado has caused extensive damage in the immediate area of the clinic:
 - 1. It may be necessary to remain at the clinic for some time.
 - 2. Reassure clients; encourage them to talk or write about their concerns.
 - 3. Let clients know that when information is available, it will be shared.
 - 4. Establish a system for bathroom breaks.
 - 5. Listen for instructions and a possible order for evacuation.
 - 6. If clients are called from the room by the office or other authorities, make a list of students who leave and why.

Disaster Aftermath- Earthquake

- A. Follow the Fire Drill Evacuation Route, once shaking has stopped
- B. Go outside to the safety zone.
- C. If injury occurs and the person cannot be moved, alert the administrator on duty. Stay with the injured person but get another employee to take your clients with theirs to the outside safety zone.
- D. Be alert to obstacles. It may not be possible to follow the precise Fire Evacuation route because of damage to the building. Use alternate routes where necessary.
- E. At the outside safety zone:
 - 1. Take attendance; keep your clients with you.
 - 2. Report injuries to administrators or rescue authorities.
 - 3. Reassure clients that the safety zone has been selected as the best place for them in the circumstances.
- F. Be alert to aftershocks.
- G. Keep a list of clients who have to leave your group for any reason. If a parent or guardian arrives to take the student home, list students who leave and with whom they leave. Verify identity of parent or guardian by state issued ID.
- H. Await instructions; anticipate evacuation.

A.L.I.C.E.

Alert

The signal "intruder" or "intruder drill" will be given over the intercom **including the location of the intruder**. Admin professional /director will notify law enforcement using 911.

Lockdown

At the time of the signal employees will attempt the following:

- If evacuation is not possible, proceed with clients to the nearest therapy room/office to hide.
- Lock the door if possible. If not block with doorstop
- Move furniture in front of door to barricade
- Turn off lights
- Close blinds
- Remain as quiet as possible
- Avoid view of internal windows
- Remain in the room until advised to move personally by Clinical Director, Administrative Professional or Police Officer.

Inform

Communicate with walkies or intercom or cell phones during an emergency.

Counter

Fight: Be prepared to fight back **as a last resort only**, and only if your life is in danger.

- Attempt to incapacitate shooter
- Act with physical aggression
- Use improvised weapons-books, laptops, chairs, desks, etc.
- Commit to your actions

Evacuate

- Evacuate: Use your judgment- If there is an escape path, attempt to evacuate.
- Evacuate whether others agree or not
- Leave belongings behind
- Help others escape if possible
- Avoid open areas and excess moving around the center
- Proceed to Ameri-Turf and await further instructions

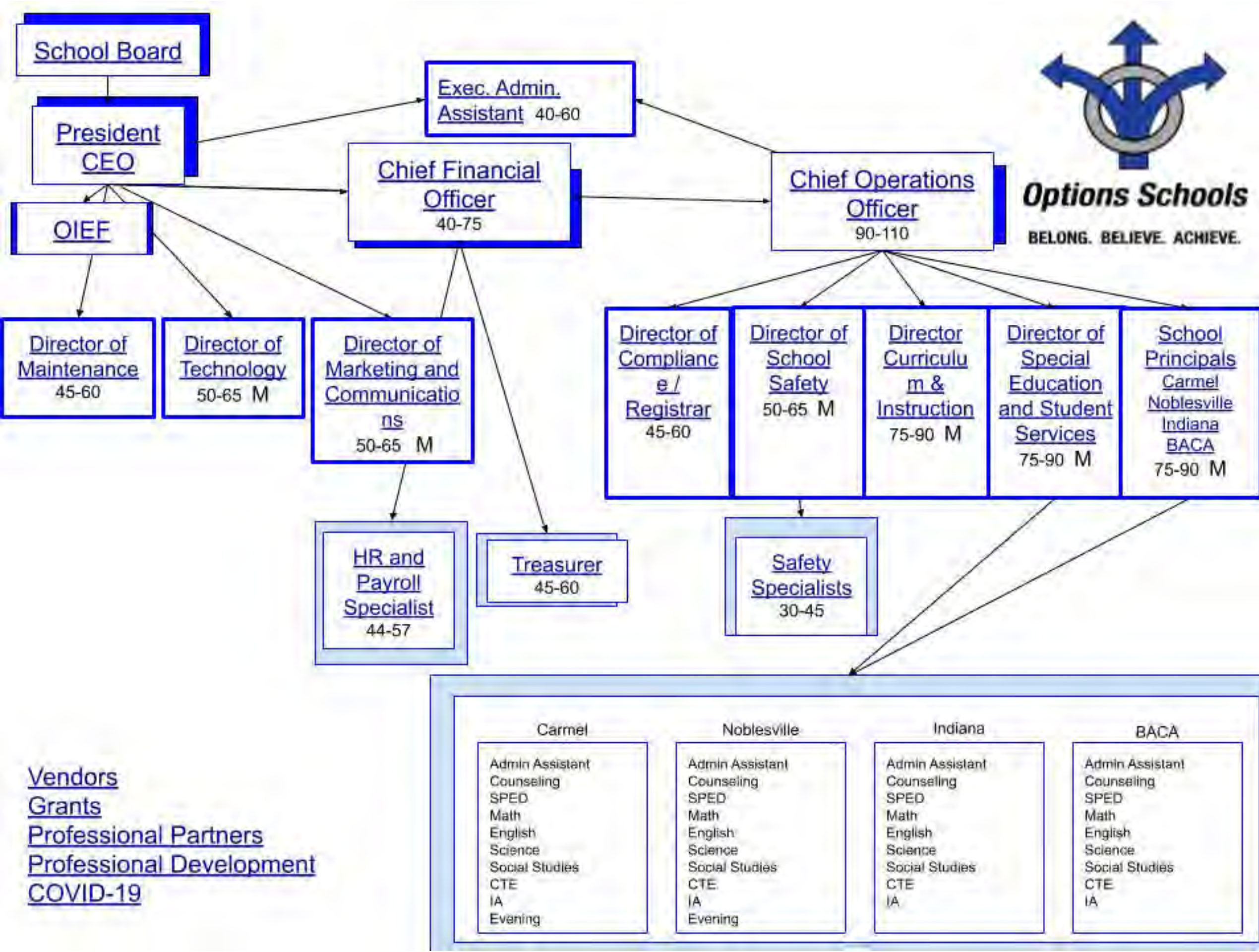
Never pick up the weapon directly, you may be mistaken as the intruder.

Attachment 9
Management Structure



Options Schools

BELONG. BELIEVE. ACHIEVE.



Attachment 10

Curriculum and Instructional Methods

Strong Educational Program

Overview

Educational reform, at the origination of the charter agreement in 2002, was guided by the Common Core Curriculum and the No Child Left Behind Act (NCLB) of 2001. Today, educational reform is guided by the Every Student Succeeds Act (ESSA) of 2015 (*Essa*. 2015). Like NCLB, ESSA supports strong academic standards, assessments and rigor but also places appropriate support in place for the teachers and the students to ensure success in the teaching and learning process. Proponents of ESSA are thrilled because all students have the opportunity to learn at higher academic standards. This legislation mandates that the process is to prepare more students for their upcoming career or time in college. Because of this preparation model, there is also increased communication between schools and parents. The legislation also helps promote education as best suited for families. While the system of accountability is a necessary one, traditional curriculum does not often take into account the strengths and weaknesses of individual students.

While standards and testing dictate much of what must be included in the curriculum, the matter of instructional strategy is still left in the hands of the teachers. By making wise choices regarding which instructional strategies are the most appropriate for specific subject matter and students, individual needs can most successfully be addressed. Further, the compulsory obligation and moral commitment to ensure that every child succeeds cannot be overemphasized nor overlooked, now or in the future.

The children who are typically unsuccessful in the classroom are the most likely candidates to be left behind in life. Their social and emotional dysfunction(s) and deficient academic skill(s) demand various degrees of two important measures: time and effort. Further, even those gifted few whose intellectual skills and talents are extraordinary, demand a measured investment of time and effort for success.

Increasingly, modern schools are faced with attempting to enact these measures for students whose needs require a delicate balance of support and caring, skills and training, and the opportunity for growth. In short, they require additional time and effort not always afforded or advanced by institutions or educators. As a result, many students are failing to be successful. Today's educational institutions are also obligated, rather expected, to recognize that students enter the schoolhouse with adversities that may originate outside the school environment, yet interrupt the learning process. Focused on serving youth at-risk of dropping out, Options is dedicated and focused on both training team members to be sensitive to and recognize the effects of trauma but to also build resiliency in the students. Options is committed to regularly updating instructional practices and curriculum informed by research based in building resiliency post trauma (Bethell et al., 2019; Felitti et al., 1998).

We, at Options, make it our business to take the time and effort needed to build the necessary, strong relationships with our students and to fully understand their strengths and primary areas for growth. We spend the time to research what has worked for others, and have incorporated into our program what works best for us, given that research and our collective experiences. Additionally, we realize that there are many facets of alternative education. We

continue to research best practices and be innovative within our field by creating pilot programs to serve unique student groups needing something different from what we currently offer (see Tables 1-3). We describe our general program as a personalized small school, community-assisted, environment. As we continue to learn more about the needs of at-risk youth, as a whole and individually, we maintain the personalization and community-assisted approach. In this setting, and with the following instructional strategies, we believe we offer a choice that is missing in the surrounding traditional public school programs.

Table 1
Options Schools Westfield 2524

Name	Location	Grade Levels	Curriculum Delivery Type	Description
Options School Westfield	17721 Gunther Blvd. Westfield, IN 46074	Grades 6-12	<ul style="list-style-type: none"> • Day and evening programs • Direct Instruction • Supplemental online curriculum • Flex scheduling • In-house and community partners for CTE and Dual Credit 	Main Campus

Table 2
Options Charter Schools Noblesville (2551)

Name	Location	Grade Levels	Curriculum Delivery Type	Description
Options School Noblesville	9945 Cumberland Pointe Blvd Noblesville, IN 46060	Grades 6-12	<ul style="list-style-type: none"> • Day and evening programs • Direct Instruction • Supplemental online curriculum • Flex scheduling • In-house and community partners for CTE and Dual Credit 	Main Campus
Options with ABA	Options at ABA Fishers 9929 E 126th St. Fishers, IN 46038 Options at ABA Kokomo	Grades 6-12	<ul style="list-style-type: none"> • In-person instruction designed specifically for students with an Autism Spectrum Disorder diagnosis. • Students attend education a minimum of 3 hours a day within the same location or nearby their 	Satellite Campus

	125 W Taylor St. Kokomo, IN 46901		ABA clinic <ul style="list-style-type: none"> • Students are not required to be enrolled in ABA 	
Options Edinburgh (new)	3026 Outlet Drive Edinburgh, IN 46164	Grades 11-12	<ul style="list-style-type: none"> • Small group direct instruction • Online curriculum • Students attend education a minimum of 3 hours per day plus CTE pathway towards career certification • On-site staff members provide supervision as well as support the Individual Service Plan (ISP) by providing academic, behavioral, and social emotional support 	Micro-School

Component One: Foundations of Learning Component

Goal:	Subject area teachers will look at standards for each course of instruction and determine the priority standards to be taught in order to best benefit the student for the future
Rationale:	Students who can learn and master priority standards will have a better understanding of a subject because of deeper in-depth instruction provided. Students will also have the opportunity to be more engaged in a subject and receive a higher taxonomy of instruction with less standards but more intense instruction for long-term knowledge.
Specific Objective:	Students will become positively engaged in school and academic achievement due to better engagement in subject areas..
Academic Framework	Marzano's Formative Assessment and Standards Based Grading (Marzano, 2010)
Philosophy	Students who can learn and master priority standards will have a better understanding of a subject because of deeper in-depth instruction provided. Students will also have the opportunity to be more engaged in a subject and receive a higher taxonomy of instruction with less standards but more intense instruction for long term knowledge.
Model of Assessment:	Formative and Summative Assessments

All Options students are immersed into the 40 Developmental Assets. Engaging in activities that prepare them for asset development throughout the school year. Asset development is then incorporated in all other components of the curriculum. The 40 Developmental Assets align nicely with SBG for they provide the character development that builds the person behind the academic development that creates the whole young adult that we are developing and helping grow at Options.

All building leaders and teachers are immersed in Standards Based Grading professional development Specific activities include, but are not limited to:

- Kim Strobel Professional Development
- Summer Professional Development in the four specific topics of Standards Based Grading including Priority Standards, Proficiency Standards, Assessments and a Common Grading System

- Monthly Professional Developments
- Utilizing rubrics for grading across subject areas for student understanding
- Using SBG jargon in the classroom when discussing the mastery of standards to students and families

Advisor-Advisee Program

The advisor/advisee program is designed to assist students in achieving their educational, personal and social/emotional goals. Each staff member, except for the Administrative Assistant, serves as an advisor to 12-15 students and will meet formally and informally to discuss issues of concern. The advisor's function is to identify what each student needs to graduate and assist the student in remaining on track for achieving this goal. In addition, advisors:

- Are responsible for creating an Individual Service Plan (ISP) for each advisee
- Have a basic awareness of their advisees' backgrounds (i.e. academic and social/emotional strengths and weaknesses);
- Know their advisees' families well and maintain regular contact with them;
- Have a working knowledge of graduation requirements and know how to access information about their advisees' graduation status;
- Serve as a liaison for their advisees;
- Participate in parent conferences and Case Conferences for their special needs students.

Component Two: Core Academics

Goal:	Students will demonstrate core academic proficiencies by mastering priority standards selected from the Indiana Academic Standards..
Rationale:	The school has a compulsory and moral obligation to train and educate its student population.
Specific Objective:	By use of proficiency scales, the teacher can provide the necessary support to assist the student to gain the necessary knowledge to maintain a 2.0 (basic understanding) or higher on a specific standard.
Academic Framework:	Mastery Learning
Philosophy:	Students will develop and increase higher-order thinking and decision-making skills as well as skills needed to pass the academic testing as

prescribed by the state of Indiana.
Classroom activities should focus on
problem solving and critical thinking

Model of Assessment:

Standards Based Grading

All course work for credit adheres to the academic standards adopted by the State of Indiana. Students at this level can expect to be challenged in diverse ways and assessed with a variety of measures. However, the student will still be measured with a common assessment using a proficiency scale in which the student has a clear understanding as to what is expected. These experiences are developed utilizing recognized best practices.

Options has adopted the term "flexible-paced, mastery learning" to describe the method of credit attainment. In all Core Academic classes, students must demonstrate mastery of Indiana Academic Standards, as well as locally adopted standards in order to receive course credit. "Flexible-paced" is not entirely "self-paced," but it allows students to spend more or less of the traditional "seat time" standards to adjust to their individual needs.

Component Three: Accelerated Learning

Goals:

Students will extend their knowledge and skills beyond the classroom.

Rationale:

Students must be able to apply their learning to the greater society.

Specific Objective

Students will demonstrate personal responsibility along with intellectual and social skills.

Academic Framework

College and Career Readiness

Philosophy

The role of secondary school is preparation for life after high school whether it is college, vocational school or the world of work.

Model of Assessment

Credit attainment, Career certification, job attainment

Beginning as early as 8th grade a student can take a career interest class for CTE credit. As early as junior year of high school a student can take coursework for college and career readiness. This can be a dual credit class for college credit in partnership with Ivy Tech Community college such as English 111 that counts for both high school English

credit and a college credit or a student may begin coursework towards a vocational certification. These courses are offered through various vendors like J. Everett Light Career Center and at Ivy Tech Community College for Career Certification or also in-house through Options teachers certified to offer dual credit. Students who make the choice to enter a career pathway towards CTE credits obtain pathway credits towards graduation.

Entering senior year, a student will work with his or her advisor and our Accelerated learning Coach to finalize a transition plan post high school. Common transitions for students are to apply to a college of their choice to continue their education in their career field or to enter the world of work. If appropriate, Options will also work with this student to complete the FAFSA form to compliment the post high school application for continuing education in order to meet financial aid needs to matriculate to post-high school education. The accelerated learning coach has the specific role of college and career preparation. It is his responsibility to work with the students specifically with their post-high school goals in mind.

Component Four: Senior Institute

Goal:	Students will integrate personal and professional skills.
Rationale:	In order to make the transition between school and the professional world, students must be given the opportunity to practice their personal and professional skills with minimal supervision.
Specific Objective:	Students will complete a high-level project with minimal supervision.
Academic Framework:	Students will utilize knowledge and skills successfully in context and in relation to standards in society.
Educational Philosophy:	School is a microcosm of society.
Model of Assessment:	Performance exhibition, portfolio assessment

The Senior Institute is designed to fully transition students from high school to the greater society. Just as all students entered through the same door, all students leave through the same passage. However, students at this point do not require an escort; they walk out under their own power. We are confident that each student we prepare to this point is ready, able and willing to go forward and accept the challenges of independent decision-making and full personal control. After all, this is what we prepare them for - to

face the challenges of life.

In order for a student to qualify for the Senior Institute, he/she must have: 1) accumulated more than 35 credits prior to the last semester before graduation; 2) been a full-time student at an Options Charter School the previous semester; and 3) be on track to graduate at the end of the term. Unless extraordinary circumstances merit a waiver, students who do not meet these requirements remain in the Practical Applications component.

The Senior Institute is highlighted by a comprehensive project that lasts the entire term. The project must fulfill four (4) requirements:

1. It must incorporate skills and knowledge previously learned;
2. It must be of interest and value to the student, and must benefit the student in some way;
3. It must demonstrate new learning;
4. It must make a tangible contribution to a community.

Each student's exploration is independent and unsupervised beyond the boundaries of the school, but students must confine themselves to the immediate community. The staff advisor serves as a mentor and facilitator, providing varying degrees of structure and guidance depending upon students' needs. The first and last exhibitions are presented to an advisory committee consisting of educators, parents, and other professionals. Students present their project proposals at the first exhibition, and their final products at the last exhibition. They are accountable to their supervising teacher to show progress toward the completion of their projects. Their progress is also monitored through on-going communication between advisory board members and students. They earn a minimum of four (4) credits for the successful completion of Senior Institute. They also earn one (1) credit of Speech as these academic standards are integrated into the performance exhibitions.

Serving Students with Special Needs

With the assistance of the Director of Special Education, Options Charter School - Carmel will ensure that the educational continuum is available to any student who enrolls in the charter school. When a student with a disability enrolls, the school utilizes the case conference committee to identify the student's current level of functioning and educational needs, and provides the necessary support to ensure that the IEP is followed. Special needs students at Options receive instruction in the general education classes with special education and related services provided in the classroom during the instructional day.

Students with limited English proficiency will also be fully integrated into the Options program. The school will provide varied services to these children depending upon their needs beginning with an assessment to determine level of language proficiency (WIDAExam). Individualized instruction may be provided to these students to help them acquire the necessary language and writing skills that will ensure their academic success. The school works with the community and the local universities to find volunteer tutors to assist second language learners in the classroom. Assistance is also available within the classroom through the special education teacher and instructional assistants.

The case conference committee determines the level of support needed by each special needs student. This continuum of support includes, but is not be limited to the following:

- Full participation with no curricular modifications and

- consultative services;
- Full participation with no curricular modifications, one-on-one assistance and consultative services;
- Full participation with curricular modifications and consultative services;
- Full participation with modifications, one-on-one assistance and consultative services;
- Part-time participation in a resource room for assistance with assignments/tests/quizzes from general education classes;
- Part-time participation in resource room with curricular modifications in one or more content area subjects;
- Full-time participation in separate classroom with curricular modifications in all content area subjects; mainstreamed into elective areas where appropriate;
- Full-time placement in separate classroom; mainstreamed into general environment where appropriate
- Homebound instruction;
- Residential placement.

Options Charter School is a program designed to address the academic, social and emotional needs of all students. We believe our philosophy and program design are well suited to provide the necessary curricular modifications and individualized support each child needs to achieve the goals outlined in his/her IEP.

The Options Charter Schools, with support of our special education team, will be responsible for ensuring that related services, determined by the case conference committee, as necessary for a student to receive a free appropriate public education, are provided. Related services, specifically psychological testing services, speech and hearing services, and occupational and physical therapy services, will be provided through the Options Charter Schools' Special Education staff through the Hamilton Boone Madison County Cooperative agreement.

The base personnel that serve the needs of these students include:

Special Education Teacher - Full time, licensed in mild and severe disabilities.

Duties include the following:

- Develop a yearly, individualized educational program (IEP) for each classified student;
- Implement the procedures for referral, evaluation, case conference committee meetings, initial placements, re-evaluations, and other processes as required by 511 IAC Article 7;
- Chair the Case Conference Committee;
- Communicate with general education teachers and assist them in providing the necessary adaptations and modifications as outlined in each student's IEP;
- Provide direct support/assistance/consultative services to students as outlined in their IEPs;
- Take advantage of professional growth and development opportunities;

- Assist the staff with general education interventions;
- Assist staff with referrals for psycho educational evaluation;
- Perform any other tasks as assigned by the Director of Special Education.

Director of Special Education - Shared position paid through a combination of federal IDEA pass-through funds and general funds from each of the Options schools. Duties include the following:

- Ensure compliance with the Individuals with Disabilities Improvement Act of 2004 (IDEA);
- Ensure compliance with Indiana's Article 7;
- Ensure compliance with the Americans with Disabilities Act of 1990 (ADA);
- Provide direct supervision of building special education teachers and aides;
- Determine special services staff needs at each school;
- Ensure contractual agreements are in place for providing psychological testing services, occupational therapy, physical therapy, speech and hearing services and transportation services and other services where indicated in a student's IEP;
- Provide training and professional development to staff;
- Recruits, selects, and evaluates staff;
- Prepares reports for federal, state, and local regulatory agencies;
- Formulates policies and procedures for new or revised programs or activities;
- Keeps abreast of community services and resources;
- Collaborates effectively with district staff, families, special education teachers, and the community;
- Develops proposals, new programs, budgets and grants;
- Assist in case conference meetings as needed;
- Serve as a liaison with the IDOE Division of Exceptional Learners.

Identification

The registration packet for students new to the Options Charter Schools contains the question, "Has the student ever received special education services?" In this way, we will become aware of *most* of the students who have an IEP in place. For these "yes" answers, we will contact the appropriate school or cooperative to obtain the records and schedule the transition conference.

We are aware that sometimes this question is answered incorrectly when students or parents who want to get a fresh start without the "special education label" omit the information intentionally. In all cases we look through the general education folder and other student records to see if there are indications of an IEP.

Options Charter Schools follows the Multi-Tiered System of Supports (MTSS) framework of interventions and supports designed to address behavioral and academic challenges. Key components of MTSS include universal screening of all students early in

the school year. This includes tiers of interventions that can be amplified in response to levels of need, ongoing data collection and continual assessment, schoolwide approach to expectations and supports, and parent involvement. The MTSS process frequently originates during staff meetings. The Individualized Service Plan serves as a framework of development for each Options student.

MTSS takes a proactive approach to identifying students with academic or behavioral needs. In our small school environment, the MTSS core team includes the entire staff of the school. As mentioned previously, the staff meets together weekly, and has nine contracted days above the student calendar. Core Team meetings occur during these times. Adequate time is allocated for universal screening, progress monitoring and constructing interventions. If educational psychological evaluation is required, Hamilton Boone Madison (HBM) Special Services Cooperative provides the psychologist who conducts the evaluation.

References

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Attachment 11
Methods of Pupil Assessment

Attachment 11
Methods of Pupil Assessment

Methods of Pupil Assessment

Enrollment Assessments

- Parent/Student Interview/Questionnaire
- NWEA Screening Tests (determine grade level if necessary)

Student Growth Assessments

- Individualized Service Plans for each student, updated quarterly
- NWEA testing, completed in fall and spring

Student Proficiency Assessments

- SAT Grade 11
- Knowledge Assessment College ready assessments in math and language arts (for acceptance in Ivy Tech dual credit classes)

Classroom Assessments

- Traditional content-based assessments (T-F, multiple-choice, short answer responses, essays, etc.)

English is a New Language

- WIDA

Special Education Assessments

- Speech and Hearing Assessments
- WRAT 4
- Occupational Therapy Assessment
- WISC-V
- KTEA-3
- ASRS - Parent and Teacher Forms
- Social Responsiveness Scale for Autism

Attachment 12
Promotion and Graduation Policies



Promotion and Retention Policy

1. Statement of Board Policy (S5)

The Board delegates sole authority to Options Charter Schools' (OCS) teachers and administrators to make determinations of academic grades and promotion or retention at a grade level, in the best interests of the children, ideally with parental consultation. The Board and/or President shall not hear "appeals" or complaints regarding a student's grades or promotion/retention. Students with an IEP will graduate high school and exit special education services in consultation with the student's case conference committee.

A student will not be retained or promoted in a grade level for any purposes related to the student's participation in extracurricular programs, including athletic programs.

Legal ref:

511 I.A.C. 61-5-10; 34 C.F.R. 300.102(a)(3)(iii)

2. Promotion and Retention of Students

a. Grades six through eight.

1. Students in grades six through eight shall advance one grade level in one school year unless retention or accelerated promotion is in the best interest of the student.
2. An administrator, teacher, or the parent/guardian of a student may propose that the student be retained to repeat a grade, or advanced through a grade at an accelerated rate. Such a proposal shall be submitted to the Principal of the school the student attends during the third quarter of the school year, prior to the proposed effective date of the action or prior to enrollment. Decisions related to acceleration, promotion, and retention submitted after the third quarter of the school year or once enrollment has been finalized may be considered based on individual circumstances.
3. The Principal of the school the student is enrolling in or currently attends shall evaluate the proposal based upon consideration of the following factors:
 - a. academic achievement measured by grades and test scores

- b. attendance
- c. ability to reason and comprehend the curriculum
- d. emotional maturity
- e. social adjustment
- f. chronological age
- g. physical development
- h. child's wishes
- i. input from other professional staff

Physical maturity at the time of eligibility for athletic team participation shall not be considered. No student may be retained in a grade level for the purpose of improving the student's ability to participate in extracurricular programs. Disabilities or English proficiency shall not solely be used to determine retention. A student receiving special education or related services may be promoted or retained based on the determination of the case conference committee.

4. A Principal receiving a request shall evaluate the proposal based on the factors listed in Section 3 above and present a recommended decision to the Options' Executive Team for review. Following a decision from the Executive Team, the Principal shall notify the parent/guardian and teacher(s) of the student in writing of the decision on the proposal during the fourth quarter or prior to the student's first day of school. No decision with respect to a proposal shall be set aside because this notice was not given in writing during the fourth quarter, but a parent/guardian shall be permitted to follow through with the process outlined in Sections 5-6 following the receipt of a written notice given late. The principal may determine that summer school or remediation opportunities are required for promotion.
 5. Upon receipt of the written notice in Section 4 above, the parent/guardian may:
 - a. agree to the proposed action by affirmative response or no response within ten [10] calendar days of receipt of the written notice; or
 - b. ask the Principal of the school the student attends to reconsider the proposed action based upon additional information or a different weighting of the information already considered.
 6. The decision of the Executive Team may not be appealed per the Board Policy. A Principal may bring a new recommendation to be considered by the Executive Team, based on new information or a different understanding of the information.
- b. High School (Grades 9-12)
- Advancement through the High School curriculum shall be based upon the student's progress in earning credits necessary for "graduation" as defined by Indiana Code in the student's "expected graduation year" as defined by Indiana Code. If a student fails to earn credits that enable the student to progress toward graduation in the student's "expected graduation year" as

defined by Indiana Code, the student shall be considered to be retained as defined by Indiana Code. It is important to note that in Indiana high schools are only allowed to officially retain students in grade nine for failure to achieve the necessary credits towards graduation. Students that do not meet the requirements for graduation by the end of their fourth year of high school are retained in grade 12 until graduation requirements are met.

3. Guidelines & Forms

The President/CEO is authorized to promulgate guidelines and suggested notices to assist teachers, principals, and parents/guardians in implementing this Policy.

I.C. 20-32-8.5

511 IAC 6.1-5-10

511 IAC 6.2-3.1-3

Attachment 13
Admissions Policy

Attachment 13 Admissions Policy

School Admission Policy

Options Edinburgh shall implement the student application, admission and enrollment policies and procedures in accordance with Charter School Laws. Options Edinburgh is a publicly funded charter school available to any grade 11 or 12 student who resides in Indiana. Preference given to children of founders or employees will not exceed 10% of the charter school's total student population. Enrollment preferences will not be provided to siblings of alumni, students who qualify for free or reduced-priced lunch, co-located charter schools, or geographic boundaries.

Students wishing enrollment may have immediate access to the school until such time the school reaches its maximum capacity according to the school charter. If the school is at capacity each student wanting to enroll will be placed on a waiting list in chronological order according to date and time of registration. Options Charter Schools uses PowerSchool Registration to register and log contacts with students and families. When a seat becomes available, designated staff contact the family, inform them a seat is available for the student, and begin the enrollment process.

In accordance with Charter School Law, Options Charter Schools conducts an annual lottery to randomize students currently sitting on the waitlist. Any random selection drawing held to determine admissions if the number of applications exceeds the Charter School's capacity for any program, class, grade level or building shall be conducted at an advertised public meeting by an independent third party, upon at least ten (10) days prior written notice to the President of Options Charter Schools. A waiting list shall be created by use of this randomized numbering and any subsequent requests by students for admission will be added to the end of this list in the order received.

Options Charter Schools has intentionally designed the school to operate on a scale to create effective learning opportunities for each student. This principle is in effect for each program/location as well as each classroom. Options Charter Schools admits students of any race, color, national origin, age, religion, disability, or sex to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin, age, religion, disability, or sex in the administration of its educational policies, admissions policies, scholarship and support programs, and club and other school-administered programs.

Operational Expectations

Options Charter Schools are legally required to maintain a detailed registry process and waiting list if at capacity. The Director of Marketing and Communications is responsible for ensuring this data is kept up-to-date. Building/Program leaders are responsible for ensuring their program(s) are recruited to budgetary enrollment expectations by ADM count days twice per year. The following outlines administrative expectations on this topic.

- New students and families will have easy access to register for Options Charter Schools with clear program options listed in the registration form.
 - The website link will be maintained appropriately.
 - The application and registration forms will be updated in a timely fashion if new locations and/or programs are created.
 - All staff in the first line of contact (administrative assistants, principals, etc) should be trained annually to direct families on how to register online or, in the alternative, how to manually enter an application for the student/family.
- The students' registration database will be kept up to date, training for employees will be done annually, and how-to documents will be maintained.
 - Train school leaders, administrative assistants, and any other essential employees on the use and upkeep of PowerSchool Registration data.
- Newly registered students will receive direct follow-up communication from an Options employee within 24 business hours after submitting an initial application.
 - An auto-email will be set up and sent from PowerSchool Registration. This email should thank the student/family for registering for enrollment and let them know that a member of our team will be calling the number listed within 1 business day of submission.
 - Building/Program Leaders will have a system in place to ensure all new entries receive the phone call within 1 business day of submission.
 - The phone call attempts and/or any information discussed will be entered as a "note" on PowerSchool Registration in a timely manner.

- All registration fields will be checked for accuracy during this phone call to ensure we have accurate records.
- Any student wait-listed will receive regular communication as to their possible enrollment status from the building/program leader or delegate.
 - “Regular” communication is defined as a minimum as once per month two-way communication.
 - Communication each month should begin with a phone call. If a voicemail is left, an email should be sent to follow up as well.
 - This is direct contact, during which future enrollment possibilities/plans are discussed. For example, ask if there is another program option that has openings that would work while they wait.
- Students on the waiting list may only be dropped by the Director of Marketing and Communications. Building/Program leaders shall report any student on the waiting list who has not responded to a seat offering once all of the following contact attempts have been tried and logged in PowerSchool Registration.
 - 2 day-time phone calls (should attempt both morning and afternoon)
 - Evening phone call (after 5:00pm)
 - Email

Approved	<i>Mike Gustin</i>	Mar 2, 2021
	Mike Gustin , President/ CEO	Date
	<i>Michelle Walden</i>	Mar 3, 2021
	<small>Michelle Walden (Mar 3, 2021 07:47 EST)</small>	
	Michelle Walden, COO	Date
	<i>[Signature]</i>	Mar 3, 2021
	Jacob Brandau, CFO	Date

DRAFT - Waiting List Management Expectations (updated 2021)

Final Audit Report

2021-03-03

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Agreement completed.

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Attachment 14
Student Records Policy



Student Records Policy

1. Statement of Board Policy (S2)

Options Charter Schools (OCS) shall follow all state and federal rules and regulations regarding the release or retention of education records. Education records consist of all official records, files, and data directly related to a student and maintained by the school. Such records encompass all the material kept in the student's cumulative folder and include general identifying data, records of attendance and of academic work completed, records of achievement, results of evaluative tests, health data, and disciplinary records. Education records are the property of OCS.

The Board authorizes the President/designee to set forth guidelines of the implementation of this policy.

Legal Ref:

20 U.S.C. Section 1232g; IC 20-33-7

2. Confidentiality of Records

The Family Education Rights and Privacy Act of 1974 deals with the legal aspects of pupil records such as grades, race, discipline issues, etc., by making sure that no such information is provided to any outside institution, employer, etc., unless a written release is given by the legal guardian (or by the student if 18 years of age or older). Options Charter Schools designate the following items as Directory Information: student name, address, telephone number, date of birth, dates of attendance, degrees and awards received, most recent previous school attended, student photo, videotape (not used in a disciplinary matter) and student work displayed at the discretion of the teacher. Options Charter School may disclose any of these items without prior written consent unless notified in writing to the contrary within 15 days of receipt of this handbook.

3. Records Requests

All record requests shall be processed through the office of the Options Charter Schools Registrar.

Attachment 15
Supplemental Programs

Attachment 15 Supplemental Programs

Supplemental Programs (Information on Current Student Clubs, Organizations, and Other Extracurricular Activities Offered [including athletic teams])

Clubs and Extracurricular Activities

Students at Options Schools are given the opportunity to form clubs based upon their personal interests. Any student interested in starting a club needs to find other students with the same interest(s) and find a staff member who is willing to sponsor the club. In some instances, a staff member has started an afterschool activity based upon a need expressed by a student (e.g. eSports.)

After School Tutoring

Options Schools' brick and mortar campuses offer evening tutoring for students who need more assistance in course material and/or graduation qualifying exams. This flexible scheduling allows students who are unable to regularly attend classes due to a medical condition or employment requirements, the chance to customize an educational schedule that works for them. Students may sign up to receive additional academic tutoring during the evening program at their campus. Tutoring sessions must be preapproved and requested using the form located at <https://optionsschools.org/students-parents>. (Evening tutoring is not an after-school supervision program for students waiting on a ride home.)

Evening Program

Having debuted during the 2019-20 school year, the Evening Program at Options is designed for students desiring the one-on-one attention of small class sizes, individualized learning plans, and direct instruction from caring teachers, but also need an alternative class schedule other than the typical 8 a.m. – 3 p.m. school day. The Evening Program lasts from 3:30 p.m. until 6:30 p.m., Monday through Thursday, with required attendance based on course difficulty and student needs. Students over the age of 18 can also participate in the Evening Program. This program provides the solution to a problem for students that are interested in obtaining their high school diploma, but need something beyond the traditional approach to education & have possibly faced the following circumstances:

- Social/Emotional issues/diagnosis
- Transportation issues
- Expecting or has children
- Work-related issues
- Expulsion from the school building with an Alternative Education Plan

Additional information about the evening program can be found at www.optionsschools.org/evening-program

Pilot Partnership Programs

Options with ABA

Debuting in the fall of 2019, Options Charter Schools launched a partnership program with The Behavioral Analysis Center for Autism (BACA) located in Fishers, IN. The goal of the Options with ABA program is to provide an appropriate educational program for students being served by ABA clinics that also need a curriculum delivery model different from what could be provided in a traditional public school. The Options with ABA program provides students on the autism spectrum with the opportunity to receive a high-quality, alternative education in conjunction with applied behavioral analysis (ABA) therapy, in one location. After an extremely successful pilot year for Options with ABA in 2019-20 at the BACA facility, Options Schools found another opportunity to serve students on the autism spectrum with the creation of Options @ IBAA. Located in Kokomo, IN, Options @ IBAA is set to launch Nov. 18, 2020.

Students attending Options with ABA will participate in the educational program for three hours each day, either during the Morning or Afternoon session. Students do not need to be receiving ABA services from the host clinical site in order to enroll in the Options with ABA educational program. The programs offer diploma, certificate, and functional academic tracks based on the individual needs of each student. Options' highly-qualified team is co-located within BACA Prep in Fishers & IBAA in Kokomo. Students attending Options with ABA receive an accredited education in a supportive environment.

Additional information can be found at <https://optionsschools.org/aba>.

Options Edinburgh

Debuting during the spring of 2021-22 year, Options Schools launched a partnership with Simon Youth Foundation (SYF). This created the Simon Youth Academy at Options Noblesville which has provided professional development for teachers, student scholarships and extensive student experiences including both local and out of state field trips sponsored by SYF. Simon Youth Foundation and Options Schools have parallel missions. In response to our partnership, SYF offered us space in Edinburgh Outlets to create another academy together. This pilot will open in August of 2023 with 30 juniors and seniors. Prior to the partnership with Options Schools, students enrolling in the our school in Edinburgh program will be required to withdraw from public school and enroll in Options to complete their high school diploma requirements. Students will have the ability to graduate from Options Edinburgh with any of the recognized Indiana diplomas.

Attachment 16
Plans and Programs as to Special Populations and At-Risk Students



Plans and Programs as to Special Populations and At-Risk Students

Students with Disabilities

It is our commitment to all students who attend Options Charter School to ensure that no student will be denied an education because of family background, income, race, religion, gender, health, or disabilities. We support all learners through rigorous instruction, high expectations, and necessary and appropriate interventions. We encourage innovation and creativity to be used to create a learning environment that is appropriate and rigorous for every single student enrolled. Options staff meet the students where they are, adapting learning plans to individual situations, and building strong relationships with students and families. Options Charter Schools apply the principles of Universal Design for Learning (UDL). Teachers present information in more than one way, including text, audio, and hands-on formats. Options teachers prepare a learning environment where students have what they need to flexibly meet learning goals. Options Charter Schools teachers provide small group instruction, daily individualized blending learning opportunities, and build in re-teach and remediation blocks provided us with the structure to address the academic and social needs of our students with special needs. As a public high school, our school will comply with all rules and regulations as prescribed by the Individuals with Disabilities Act (IDEIA 04) and Article 7 (511 IAC 7-17 through 7-31) and Section 504 of the Rehabilitation Act.

Because of the customized learning mechanisms already built, all students will be monitored, and progress checked regularly by individual teachers and as a staff during weekly staff meetings. However, for students who have been identified with special needs, Options will have an Individualized Education Plan (IEP) that will specify goals, level of placement, related services, and least restrictive placement. Also, Options Charter School will follow the MTSS framework to address deficits and monitor progress towards plan goals for six weeks.

It is our goal to always provide students with disabilities services that will take place in the general education setting with non-disabled students to the maximum extent possible. Removal of students with disabilities from the general education environment will only occur when the required special education and/or related services dictate provision in a more restrictive environment.

Options Charter Schools have several team members who hold a special education teaching license. These staff will serve as the Teacher of Record and will oversee the students who need special services and ensure those services are provided with each student effectively and efficiently.

Options Charter Schools (BM and virtual) will ensure that the parents of enrolled students with

IEPs are appropriately involved.

Options Charter Schools will:

- Provide a qualified special education coordinator to oversee CCC meetings. ●
Provide parents with a written notice of CC using IIEP.
- Provide parents with the Indiana Department of Education Notice of Procedural Safeguards and Parent Rights in Special Education.
 - Hold a CCC meeting. Options Indiana will use the school account Zoom for CCC meetings.
- Provide progress monitoring reports quarterly to parents or legal guardians. ●
Hold an IEP meeting at least annually.
- Provide parent or legal guardian with a proposed finalized IEP.
- A parent or legal guardian must approve, in writing, IEPs to be emailed to his/her personal email address. TOR's password-protect before emailing IEPs to the parent's email.

Hamilton Boone Madison Cooperative (HBM)

Options Charter Schools partners with Hamilton Boone Madison Special Services Cooperative (HBM). Our partnership provides our students with licensed professionals to serve and meet each student's individual needs per his/her IEP. Services provided by HBM include:

- School psychologist
- Blind Low Vision TOR
- Deaf Hard of Hearing TOR
- Occupational Therapist
- Behavior Specialist
- Physical Therapist

Options Indiana virtual students receive Speech-Language Therapy and Occupational Therapy using TinyEye virtual therapy. TinyEye provides real-time therapy for all Options Charter Schools Speech and Language students.

Identification

Students attending Options Charter Schools will be identified for special needs in the following ways:

- At the time of enrollment, parents or legal guardians will be asked to submit the most recent IEP and educational psychological evaluation.
- Records requested from the previous school include a request for IEP and psych evaluation.

- Requests for IEP/evaluation records are made using Indiana IEP Program (IIEP).

Transition IEP Services

Students turning age 14 during the ACR year will begin the process of the transition IEP. Students attending Options Charter Schools (BM and virtual) will review the transition plan at least yearly at the students ACR. Indiana Options virtual will provide assessments throughout the school year virtually and/ or when they meet face to face. The transition IEP is an ongoing process of collecting data on the student's strengths, needs preferences, and interests as they relate to the demands of current and future working, educational, living, personal and social environments. Options Charter Schools special education team work closely with Indiana Resource Center and the IDOE to write quality transition plans which meet the individual needs of the student. Options Charter Schools provides all students with exploration videos in the areas of education/training, independent living, and employment. Options Charter Schools students use Indiana Career Explorer to explore jobs in demand, assess skills, and develop a plan to get the education and training he/she will need to begin planning for his/her future. Options Charter Schools partners with The Arc for pre-employment transition services (pre-ETS). Options Charter Schools makes Vocational Rehabilitation Service referrals as determined necessary.

Assistive Technology

Options Charter Schools students are 1:1 technology. Each computer is set up for text-to-speech, large screen, and voice recognition. Options Charter Schools is partnered with HBM special services cooperative. HBM provides Options with a blind low vision teacher, a deaf hard of hearing teacher, and a physical therapist to meet the individual needs of our students that may require alternative devices. Options Charter Schools use the PATINs library as a resource to provide assistive technology to meet the unique needs of the individual student.

Referral Process

If a referral for a special education evaluation is determined necessary, the referral will contain the following:

- The teacher will consult with the school leader and Options Charter Schools special education team when a referral is requested.
- The school psychologist will create a special education referral using IIEP.
- The parent or legal guardian is notified and required to provide written consent.
- Procedural Safeguards are provided to the parent or legal guardian.
- The appropriate evaluations are arranged.
- Following the evaluation, a CCC meeting is scheduled to review the assessment results and determine if the student qualifies for special education services.

- IEP meeting is scheduled for a mutually agreeable site, or by teleconference. IEP goals are formulated with parent consent.
- IEP is implemented.

ELL Students

Options Charter Schools works to provide support to ELL students and families. Included in the enrollment packet is a Home Language Survey which must be completed at registration for students enrolling in an Indiana public school for the first time. Options Charter Schools will administer the WIDA ACCESS screening assessment to properly identify ELL students and the level of support they require. Options Charter Schools are committed to seeking outside assistance to provide services for these students on a contractual basis. This outside consultant will help translate documents, enrollment materials, academic materials, and also provide translation services to students and families, as needed. ELL students will have an ELL individualized plan, similar to an IEP. Teachers and support staff use the UDL framework to build in flexibility that can be adjusted to meet the needs of the individual student. Options Charter Schools is committed to provide a variety of teaching methods to remove any barriers to learning and give all students the opportunities to succeed. Students are offered many opportunities to listen, speak, read, and write.

Low Income

The staff at Options Charter Schools is committed to providing the appropriate support and services to low-income students and is dedicated to providing them a high-quality education. Options Charter School staff trains staff to provide genuine support to help students and families with daily challenges. Currently, none of the Options Schools qualify for Title I.

Options Carmel and Options Noblesville provide all students with low cost food options for both breakfast and lunch. Although Options does not participate in the Federal School Lunch Program, students qualifying for free or reduced meal options do receive this benefit. Additionally, no student fees are charged for any student enrolling with Options Charter Schools. Options Indiana (virtual) students are not provided with food services. Parents are fully informed of this fact before their students' enrollment in the school so they may make the best school choice for their family.

All Options' schools (BM and Virtual) use their intensive Individual Service Plan process to ensure that students' needs are met to the best ability of the school or an external stakeholder partner is connected for additional support. For example, due to recent need, Options Noblesville started a food pantry and clothing pantry on-site for students and families in need. All Options' schools work closely with outside organizations to ensure our students are supported when school is not in session. Options has partnerships with community organizers, businesses, and programs that can assist in preparing students and by extension their families

to break the poverty cycle through focusing on a career or post-secondary readiness.

Homeless Students

As a part of the enrollment packet, parents/guardians are asked to complete a form, identifying their student as one who could qualify for services under the McKinney Vento Act. Options Charter School Schools employs a full-time counselor to provide onsite and/or virtual care for students identified as homeless. The counselor will not only work closely with the student during the school day but ensure that resources are provided to families for referrals with local agencies for appropriate services, including but not limited to, housing assistance and mental health care services, if needed. Options Charter will ensure to support our Homeless students and families beyond the four walls of the school building.

Neglected and Delinquent Students

Options Charter Schools staff attends training held by Systems of Care, Hamilton Boone Madison County Special Education Cooperative (HBM), and JDC on identifying and working

with students who could be identified as neglected or delinquent. As part of the training, it is the expectation that staff makes accurate and timely reports to the Department of Child Services (DCS). Also, any teaching staff should notify the administration and work to provide interventions and resources to properly support the student.

Options Charter Schools partners with external agencies to ensure that proper services are in place for both mental health and behavioral needs. Options Charter Schools contracts with a mental health counselor weekly, onsite, and virtually. Options Charter Schools understands the importance of encouraging and including neglected and delinquent students to ensure they feel part of the Options Charter Schools community.

Attachment 17
Methods of Promoting Parent and Community Involvement



Methods of Promoting Parent & Community Involvement Practices

Fortunately for Options, parent involvement is something that occurs from the first interaction with prospective students during the enrollment process. When program leaders meet with enrolling families, they are sure to inform them of the relationship-based approach of Options Schools and how members of the faculty are diligent in remaining in touch with families through weekly emails, phone calls, alert system messages/updates & other methods. By having a small community in our programs, we are able to remain in close contact with parents throughout the school year. The small classes and relationship-based approach has helped us maintain a welcoming school climate and a place the students want to be.

Through our website and social media channels, we remain extremely transparent with the community, in addition to parents, on things occurring within our programs on a regular basis. We pride ourselves on keeping a strong pipeline of communication from the campuses to households throughout the year, and the approach of our faculty fosters positive relationships between teachers & parents. By being a small school district with a small student-to-teacher ratio, it has always been important to have strong parent & community involvement and in turn has led to a very successful word-of-mouth pipeline for recruiting and enrolling new students.

Attachment 18
Responsibilities of the Staff



Accounts Payable Clerk

Job Description

Options Charter Schools has an opening for the newly created position of Accounts Payable Clerk at their central office in Noblesville. The A/P Clerk will be responsible for processing invoices for payment in an accurate, efficient and timely manner. Additional duties may include assisting the finance team (CFO, Treasurer & Payroll Specialist) as needed.

Qualifications

We are looking for someone who is highly organized and detail-oriented with attention to accuracy. Basic math skills are essential and a knowledge of general accounting principles and/or fund accounting a plus. Ability to understand invoices and requests for payment needed.

Requirements

A minimum of a high school diploma, GED or equivalent required.
Degree or experience in accounting or a related field a plus.
Experience in a school setting or school corporation office a plus.
Must be able to pass a background check.
Knowledge of Komputrol software a plus.

This is a full time year round position, Monday - Friday 8:30 a.m. - 3:30 p.m. Benefits include medical/dental insurance, vacation and PERF membership. Salary commensurate with experience.

To apply for this position please submit a letter of interest and resume to;

**Jacob Brandau, CFO
Options Charter Schools
18077 River Road, Suite 106
Noblesville, IN 46060
Jbrandau@optionsined.org**



Chief Financial Officer

Summary

The Chief Financial Officer (CFO) ensures the short and long term prudent fiscal operation of the school division, including management of all assets and liabilities; leads the division in implementing best practices in public sector financial management and planning; manages and provides oversight for all financial and related services; collaborates with the President/CEO to lead the budget process and communicate with all stakeholders; administers the distribution of financial resources in accordance with allocations determined by the School Board and administration. This job reports to the President/CEO.

Essential Duties and Responsibilities

Executes an annual budget process that communicates the needs identified by the President and School Board.

Supervises the major functions of a finance department: Budget Development and Monitoring, Financial Reporting, Accounts Payable, Accounts Receivable, Credit Cards and Employee Reimbursements, Audit Management, Payroll, Procurement, Financial Systems Management, Financial Advisory to President/Board/Leadership/Principals.

Leads the division in fiscal planning and management in development and implementation of appropriate regulations, monitoring processes, and internal audit procedures.

Provides useful, timely financial reports to convey information to the School Board and the Division program managers on a regular basis.

Serves as investment officer for pension assets and participates on the investment advisory board as well as other committees and community groups.

Directs the budgeting, accounting and reporting of all OCS funds (e.g. assets, liabilities, revenue and expenses) in compliance with all applicable federal, state, and local regulations and requirements.

Ensures the execution and implementation of sound financial management practices to guarantee purchase of good quality supplies, services and materials at competitive prices.

Prepares and presents long range financial plans and forecasts, and communicates fiscal matters to the School Board.

Establishes policies and procedures in accordance with federal, state, and local statute to ensure strong internal controls.

Leads the strategic plan goal work regarding effective and efficient operations to ensure proper stewardship, equitable allocation of resources, and performance monitoring.

Responsible for direct supervision of Payroll/HR Specialist and Treasurer.

Provides financial guidance, support and protocols to assist schools and departments in developing and maintaining their site-based budgets.

QUALIFICATIONS

To perform this job successfully, the successful candidate must be able to secure and maintain all licenses, certifications and training, and perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. To hold this job an individual must be a U.S. citizen, at least twenty-one years of age and a high school graduate with no criminal history.

EDUCATION and/or EXPERIENCE

To apply for this position, a candidate must have a bachelor's degree but a master's degree is preferred for this position. It is preferred that the candidate have a strong connection to Options Charter Schools' mission and vision, successful work experience with youth in a supervisory capacity, and strong organizational and communication skills.



Chief Operations Officer

The Chief Operations Officer (COO) will monitor, coordinate and supervise all school operations, including but not limited to: student achievement, staff evaluations, school safety, personnel decisions, principal performance, staff attendance, facility issues, school climate, data analysis and how it drives instruction, budget development, professional development, leadership training, and community partnerships. The COO provides leadership in promoting the educational objectives and values of collaborative planning, district curriculum, effective instructional practices and responsive programs and services.



Corporation Treasurer

The corporation treasurer is a non-board member, bonded employee who manages the school and district finances within the scope of all state, federal and board guidelines. The treasurer works with the president of the district to determine and present an annual budget to the Board. The treasurer compiles reports of accounts for the Board, and serves on financial committees as assigned by the Board and/or the president of the corporation. The treasurer works with state and federal agencies and the schools' authorizer(s) to prepare materials for audit and to insure compliance with all policies and procedures established by such agencies.

Job Description - August 2015

Corporation Treasurer - Options Charter Schools

Duties and Responsibilities;

1. Picks up daily mail and distributes throughout the building.
2. Serves as bookkeeper and treasurer of the corporation.
3. Responsible for accounts payable and accounts receivable to State Board of Accounts standards.
4. Makes physical deposits to bank.
5. Responsible for reconciling and balancing month end bank statements and funds.
6. Assists CPA in monthly accrual based accounting entry.
7. Attends monthly School Board meetings and presents complete voucher listings to the board for approval.
8. Processes, sends and files year end 1099's.
9. Responsible for maintaining payroll files and the processing of payrolls (24 per year for each school).
10. Makes federal and state payroll tax deposits.
11. Compiles amounts and makes payments into retirement accounts (I.S.T.R.F., P.E.R.F., Mass Mutual) and pays any garnishments (child support, etc.) after each payroll.
12. Responsible for filing quarterly payroll reports (941's, unemployment).
13. Processes, prints, distributes, files and reconciles year end W-2s.
13. Completes all necessary forms and keeps accurate records of all processes to State Board of Accounts standards.
14. Compiles requested data for completing several required census' (Compensation Systems, Indiana Insurance, Benefit Planning, etc.).

15. Processes various state reports due throughout the year (County Treasurer's, 100 R, AFR, Form 9's).
16. Prepares for and assists accountants for yearly audit.



Director of Curriculum and Instruction

JOB TITLE: Director of Curriculum and Instruction

REPORTS TO: Chief Operations Officer

TERMS: Administrative contract, 260 days per contract year

PRIMARY PURPOSE:

The Director of Curriculum and Instruction (DCI) will monitor, coordinate and supervise all school operations pertaining to the academic growth of the organization, including but not limited to student achievement, formative and summative assessment plans and coordination, data analysis and how it drives instruction, professional development, and teacher coaching/leadership training. The DCI also provides leadership in promoting the educational objectives and values of collaborative planning, district curriculum, assessments, and effective instructional practices and responsive programs and services.

QUALIFICATIONS:

Education/Certification:

Master's degree in an education-related field.

Indiana Building Level Administrator License - preferred

Special Knowledge/Skills:

- Excels in knowledge of curriculum and instruction
- Ability to evaluate the instructional program and teaching effectiveness
- Ability to lead and coach instructional leaders and teaching teams
- Ability to manage budget and personnel
- Ability to interpret policy, procedures, and data
- Willingness to be innovative and take risk to produce desired results
- Strong organizational, communication, public relations, and interpersonal skills

Experience:

- Student management (classroom or other), 3+ years preferred
- School or other leadership
- 40 Developmental Assets
- Love and Logic's 9 Essential Skills for the Classroom
- Alternative or At-Risk Youth
- PowerSchool



- Edmentum's PLATO and Study Island
- NWEA
- Indiana State Testing Platforms
- Standards-Based Grading

MAJOR RESPONSIBILITIES AND DUTIES:

Curriculum and Instruction

1. Responsible for the development and implementation of federal or state aid programs including but not limited to Title I, II, and III when applicable.
2. Support all aspects of district instructional and curriculum integration of technology.
3. Coordinate the development, implementation, and evaluation of the School Improvement Plans for existing programs and consult and input in coordination with COO on pilot programs.
4. Prepare and create the School Instructional Calendar, including e-learning days and professional development days.
5. Supervise the administration and analysis of all state and local testing programs within the district, including the creation of an annual district-wide assessment calendar.
6. Represent the school district in meetings and conferences related to curriculum and instruction and assessment.
7. Make recommendations pertaining to policy and procedure to the Executive Team through the COO.
8. Coordinate and supervise the instructional support program for the district through regular training and accountability of Individual Service Plan creation, implementation, and monitoring practices.

Personnel

Participate in the interview and selection process of the instructional staff as appropriate.

1. Coordinate the new teacher induction program and district orientation programs and activities of new teachers and administrators.
2. Participate in the coaching and professional growth process of teachers through classroom observations and conferences.
3. Supervise and evaluate district staff, as outlined in the District Organizational Chart.
4. Conduct observations of any teachers placed on an improvement plan.
5. Counsel with principals and teachers on matters of district-wide concerns in order to help them improve their effectiveness.
6. Encourage ethical practices of teachers and administrators.

Organization Morale

1. Provide instructional resources and materials to support teaching staff in accomplishing instructional goals



2. Foster collegiality and team-building among staff members; encourage their active involvement in the decision-making process
3. Provide for two-way communication with upper administration, staff, students, parents, and community
4. Communicate and promote expectations for high-level performance to staff and students; recognize excellence and achievement
5. Model continuous learning, innovation, and risk-taking in practice.
6. Ensure the effective and quick resolution of conflicts

Organization Improvement

1. Build a common vision for school improvement with staff; direct planning activities and put programs in place with staff to ensure attainment of the school's mission
2. Identify, analyze, and apply research findings (e.g., effective school correlates) to promote school improvement
3. Work with principals to develop and set annual campus performance objectives for each of the performance indicators
4. Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each performance indicator

Management of Fiscal, Administrative, and Facilities Functions

1. Comply with district policies and state and federal laws and regulation affecting the schools
2. Contribute to the annual budget decision-making process based on documented program needs, estimated enrollment, personnel, and other fiscal needs; keep programs within budget limits; accurately report fiscal information
3. Compile, maintain, and file all physical and computerized reports, records, and other documents required including accurate and timely submission of receipts

Professional Growth and Development

1. Develop professional skills appropriate to job assignment
2. Demonstrate professional, ethical, and responsible behavior; serve as a role model for all district staff

School or Community Relations

1. Articulate the school's mission and core beliefs to the community and solicit its support in realizing the mission
2. Demonstrate awareness of school and community needs and initiate activities to meet those needs when appropriate

Other



1. Comply with district policies, as well as state and federal laws and regulations
2. Adhere to the district's safety policies and procedures
3. Maintain confidentiality in the conduct of school business
4. Must be able to perform the essential functions of walking and interacting with students and/or administrative employees in the specific worksite assigned (classroom or office setting)
5. Demonstrate regular and prompt attendance
6. Other duties as assigned



Director of Accountability and Compliance

Job Description: Works with appropriate staff to ensure timely and accurate reporting to the schools' authorizer, the Indiana Department of Education, The United States Department of Education, and any other entity to which the Options in Education Foundation, Options Charter School – Carmel, or Options Charter School Noblesville is entitled to provide data. This position works with the COO and building principals to ensure proper workplace conditions and informational postings are in alignment with civil rights requirements.



Director of Maintenance

The Director of Maintenance is responsible for maintaining and cleaning all owned and leased buildings and grounds of Options Charter Schools and corporation offices. This task will be accomplished to achieve the organizational mission and as defined in lease agreements with property owners and/or outlined in the “Maintenance and Cleaning Expectations” in this document. This position assumes a full-time work schedule with proportionate numbers of hours between all locations.

Options Charter Schools Maintenance and Cleaning Expectations

In black- Maintenance/cleaning person expectations

In red- Organizational leaders, principals, teachers, and staff expectations

1. Daily (Clean/Maintenance Person)

a. Classroom

- i. Empty trash
- ii. Sweep classrooms
- iii. Spot-check tables and floors for spills
- iv. Security check (if door in room)

Teachers should: Make reasonable effort to ensure floors, lunch tables, tables, desks, etc. are clear of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day. Stack chairs on the classroom floor each Friday

b. Hallway & Common Area

- i. Empty trash
- ii. Sweep hall and common area
- iii. Spot mop (winter mop entire area)
- iv. Clean glass on doors

Teachers: Make reasonable effort to ensure floors, lunch tables, tables, desks, etc. are clear of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day.

c. Restrooms

- i. Wipe down toilets and sinks
- ii. Sweep floor
- iii. Empty trash
- iv. Restock, if necessary

All Staff: Restrooms should be left in the same condition as when you find them in the morning. Any trash on the floors, sinks, etc. should be thrown in the trash. When you are

using the toilets or urinals ensure they are flushed and use the brush provided to clean bowl, if necessary to ensure it is clean for the next person. Courtesy flushes are always appreciated! If you use the sink for any paints, food, general school supply clean-up, vomit, etc. please take a moment to fully clean the sink and surrounding area.

- d. Administrative Offices
 - i. Sweep floors
 - ii. Empty trash
 - iii. Spot-check floors for spills, etc.
 - iv. Clean the kitchen

Staff: Make reasonable effort to pick up floors, lunch tables, tables, desks, etc. of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day.

2. Monthly (Clean/Maintenance Person)

- a. Classroom
 - i. Wipe down window seals
 - ii. Clean blinds
 - iii. Wipe down baseboards

See expectations for daily cleaning.

- b. Hallway & Common Area
 - i. Wipe down window seals
 - ii. Clean blinds
 - iii. Wipe down baseboards

See expectations for daily cleaning.

- c. Restrooms
 - i. Wipe down window seals
 - ii. Clean blinds
 - iii. Wipe down baseboards

See expectations for daily cleaning.

- d. Administrative Offices
 - i. Wipe down window seals
 - ii. Clean blinds
 - iii. Wipe down baseboards

See expectations for daily cleaning.

3. Annual (Clean/Maintenance Person)- Summer, Fall, Christmas, Spring Break

- a. Entire School- General Guidelines
 - i. Remove furniture
 - ii. Deep clean
 - iii. Paint walls, if necessary
 - iv. Strip & wax floors
 - v. Shampoo carpets
 - vi. Spot paint
 - vii. Drywall repair
 - viii. Repair/clean floors
 - ix. Wood polish

- x. Clean blinds
- xi. Wipe out window seals

Principals and Maintenance/cleaning person will decide the appropriate cleaning and storage procedure for the classroom for the annual summer break. These expectations will become part of the sign-off sheet teachers are required to complete prior to leaving for the summer. In the event that a maintenance or cleaning item needs completed in a classroom during the fall, Christmas, or spring break the principal and Maintenance/cleaning person will make arrangements and the principal will communicate those expectations to teacher(s) for completion prior to leaving for the holiday break.

4. Outside (Clean/Maintenance Person)- Seasonal

- a. Mow lawn
- b. Trim bushes
- c. Lay down mulch
- d. Clean parking lot
- e. Ensure general repair of the outside of the building
- f. Exterior cleaning of the glass and entryways

Teachers holding classes outside should ensure that all trash or supplies are picked up and dealt with properly. Teachers and staff are encouraged to generally police the area when entering or exiting the building. Any student or class assignments that include cleaning or improving the image of the outside of the building are encouraged.

5. On-Demand

- a. Special projects
- b. Teacher requests

Communication between the organizational leaders, principals and the Maintenance/cleaning person will be dealt with on an as-needed basis.

and Options Charter Schools-Noblesville facilities. Additionally, future physical plants may impact the current 50/50 time split. The Director of Maintenance is expected and given authorization to supervise and coordinates with all necessary vendors to accomplish all matter pertaining to maintenance and cleaning.

Options Charter Schools Maintenance and Cleaning Expectations

In black- Maintenance/cleaning person expectations

In red- Organizational leaders, principals, teachers, and staff expectations

6. Daily (Clean/Maintenance Person)

- a. Classroom
 - i. Empty trash
 - ii. Sweep classrooms
 - iii. Spot-check tables and floors for spills
 - iv. Security check (if door in room)

Teachers should: Make reasonable effort to ensure floors, lunch tables, tables, desks, etc. are clear of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day. Stack chairs on the classroom floor each Friday

b. Hallway & Common Area

- i. Empty trash
- ii. Sweep hall and common area
- iii. Spot mop (winter mop entire area)
- iv. Clean glass on doors

Teachers: Make reasonable effort to ensure floors, lunch tables, tables, desks, etc. are clear of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day.

c. Restrooms

- i. Wipe down toilets and sinks
- ii. Sweep floor
- iii. Empty trash
- iv. Restock, if necessary

All Staff: Restrooms should be left in the same condition as when you find them in the morning. Any trash on the floors, sinks, etc. should be thrown in the trash. When you are using the toilets or urinals ensure they are flushed and use the brush provided to clean bowl, if necessary to ensure it is clean for the next person. Courtesy flushes are always appreciated! If you use the sink for any paints, food, general school supply clean-up, vomit, etc. please take a moment to fully clean the sink and surrounding area.

d. Administrative Offices

- i. Sweep floors
- ii. Empty trash
- iii. Spot-check floors for spills, etc.
- iv. Clean the kitchen

Staff: Make reasonable effort to pick up floors, lunch tables, tables, desks, etc. of large trash items (ie: waterbottles, trash, candy/food wrappers, markers, etc.) Organize or clean room of supplies necessary for the day.

7. Monthly (Clean/Maintenance Person)

a. Classroom

- i. Wipe down window seals
- ii. Clean blinds
- iii. Wipe down baseboards

See expectations for daily cleaning.

b. Hallway & Common Area

- i. Wipe down window seals
- ii. Clean blinds
- iii. Wipe down baseboards

See expectations for daily cleaning.

c. Restrooms

- i. Wipe down window seals

- ii. Clean blinds
- iii. Wipe down baseboards

See expectations for daily cleaning.

- d. Administrative Offices
 - i. Wipe down window seals
 - ii. Clean blinds
 - iii. Wipe down baseboards

See expectations for daily cleaning.

8. Annual (Clean/Maintenance Person)- Summer, Fall, Christmas, Spring Break

- a. Entire School- General Guidelines
 - i. Remove furniture
 - ii. Deep clean
 - iii. Paint walls, if necessary
 - iv. Strip & wax floors
 - v. Shampoo carpets
 - vi. Spot paint
 - vii. Drywall repair
 - viii. Repair/clean floors
 - ix. Wood polish
 - x. Clean blinds
 - xi. Wipe out window seals

Principals and Maintenance/cleaning person will decide the appropriate cleaning and storage procedure for the classroom for the annual summer break. These expectations will become part of the sign-off sheet teachers are required to complete prior to leaving for the summer. In the event that a maintenance or cleaning item needs completed in a classroom during the fall, Christmas, or spring break the principal and Maintenance/cleaning person will make arrangements and the principal will communicate those expectations to teacher(s) for completion prior to leaving for the holiday break.

9. Outside (Clean/Maintenance Person)- Seasonal

- a. Mow lawn
- b. Trim bushes
- c. Lay down mulch
- d. Clean parking lot
- e. Ensure general repair of the outside of the building
- f. Exterior cleaning of the glass and entryways

Teachers holding classes outside should ensure that all trash or supplies are picked up and dealt with properly. Teachers and staff are encouraged to generally police the area when entering or exiting the building. Any student or class assignments that include cleaning or improving the image of the outside of the building are encouraged.

10. On-Demand

- a. Special projects
- b. Teacher requests

Communication between the organizational leaders, principals and the Maintenance/cleaning person will be dealt with on an as-needed basis.



Director of Marketing and Communications

Job Description: The Director of Marketing and Communications will lead, plan, direct and implement overall strategies for all marketing and communications on behalf of Options Charter Schools in order to raise Options' visibility, advance its brand, and articulate clear messaging to internal and external constituencies. The Director will oversee and actively participate in the creation, design, budget and production of regularly produced events and all school publications. Additionally, the Director will coordinate all advertising, publicity, and public relations and serve as the school's spokesperson when so designated by the Executive Director. The primary objective of the Director of Marketing and Communications is to create and communicate a compelling story about Options Charter Schools.



Director of School Safety Specialist

SUMMARY

Director of School Safety's primary function is to provide support and oversight services in the areas of safety, security and mentorship for students, parents, and staff members located at the school. Assists school administrators in creating and maintaining a safe and secure school climate and learning environment for students, staff and visitors. Primary focus each day will be a full range of law enforcement services to Options Charter Schools including building positive relationships with students and families, physical security, development and implementation of emergency plans, and provide other related duties as assigned by administration.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Essential duties and responsibilities include the following:
- Conduct walking patrols of schools and school campuses, maintaining high visibility.
- Establish and maintains rapport with students. Influence positive student through close contact with students and families.
- Serve as a positive role model for students.
- Participate in all campus activities as a full member of the school team.
- Support administrators, as requested, when student disciplinary issues arise.
- Encourage and teach students respect for the rights of others and the rule of law as well as their responsibilities as lawful citizens.
- Search buildings when required and conduct surveillance.
- Protect students' rights.
- Express empathy for victims and victims' parents.
- Teach appropriate subjects to students and parents, such as bullying prevention.
- Exercise Options Charter Schools' emergency plans at the school level as appropriate.
- Accompany students on local field trips as school Safety officer and long-distance field trips as chaperone when requested by administration.
- Provide counseling to students as appropriate.
- Participate in community and student recruitment activities when requested.
- Assist outside law enforcement agencies as appropriate.
- Assess injury status and render first aid, when necessary.
- Support school counselors and social workers, as requested, when making a determination regarding the appropriateness of designating a child as a Child In Needs of Services (CHINS); completes appropriate paperwork and transports CHINS to appropriate facility.

- Interpret students' Individual Educational Plans as they relate to appropriate consequences for aberrant behavior.
- Attend and participate in student case conferences and parent meetings when requested.
- Control crowds and disperses unruly groups of people as appropriate.
- Give depositions and testify truthfully in courts of law when appropriate.
- Operate installed Options Charter Schools' software necessary to complete assigned responsibilities.
- Maintain contact with individuals in the Hamilton County Prosecutor's Office.
- Maintain contact with county probation services relative to students on probation, home detention, etc.
- Maintain issued equipment and uniforms; wears uniform properly.
- Abide by Options Charter School Board policies and Options Administration rules, regulations and procedures.
- Remain current in professional matters, certifications, licenses, trainings, etc. Failure to maintain these credentials, such as the licenses to carry firearms and the state school safety training, may result in loss of employment.
- Maintain confidentiality of information, reports and records.

QUALIFICATIONS

To perform this job successfully, the successful candidate must be able to, secure and maintain all licenses, certifications and training, and perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

To hold this job an individual must be a U.S. citizen, at least twenty-one years of age and a high school graduate with no criminal history. The individual must also meet minimum Indiana Law Enforcement Training Board physical fitness standards.

EDUCATION and/or EXPERIENCE

To apply for this position, a candidate must hold High school diploma or GED certification. It is preferred that the candidate have a college degree, education field is best, and will have a strong connection to Options Charter Schools' mission and vision, successful work experience with youth in a supervisory capacity, and strong organizational and communication skills.

CERTIFICATES, LICENSES, REGISTRATIONS

Within one year of employment, must be certified using the same training offered to Indiana law enforcement.

Must qualify with assigned firearm two times each year.

Must maintain certification with the State of Indiana as a School Safety Specialist.

Must be certified as a First Responder (first aid provider). Must be certified to administer CPR (cardiopulmonary resuscitation).

Must possess a valid Indiana driver's license.



Executive Administrative Assistant- CEO/COO

Summary Description

The Executive Administrative Assistant to the Chief Executive and Chief Operations Officers will assist these two individuals in the daily operation of Options Charter Schools (OCS). These tasks are encompassing of planning, implementing, directing and maintaining the processes, programs, and people within OCS. It must be noted that tasks required of this position will often vary in scope, require complex or complicated interaction, and may be confidential. The candidate who fills this position must be highly intelligent, capable of independent completion of tasks and/or working within a team, and be highly flexible. The nature of the work may shift from day-to-day as needs arise and the work may shift over time as the needs of the organization and CEO/COO evolve.

Initial Summary of Tasks

1. Waiver to another school expulsion to allow students to attend Options
2. Options Expulsion paperwork. Help the CEO as the expulsion hearing examiner.
3. Help the CEO prepare for board meetings- third Tuesday of each month. This does not include actually attending.
4. Prepare CEO and COO mileage
5. Prepare CEO and COO receipts
6. Complete all travel arrangements: travel, hotel, conference etc.
7. Take over office manager duties from Shannon- you will need access to Staples and CEO & COO Amazon account.
8. You will receive the CEO and COO credit card for use as directed. Each month we will switch with you between our Carmel and Noblesville cards. We will rely on you to prompt us to switch.
9. Assist CEO in updating board policies, Policy Governance, and other board related documents.
10. Update staff and student handbooks as directed.
11. Attend meetings when requested to assist with note taking or other tasks.
12. Travel to program to meet school/program leaders, directors (some at schools and some at central office), admin assistance, and other key personnel. With leaders this may require you to schedule time.
13. Study org chart to figure who people are and their role at Options
14. Study our website, get to know programs, specifics of site, etc.
15. Per diem requests
16. Other duties as assigned



Payroll/HR Specialist

Summary

Responsible for processing all aspects of payroll, assisting the Director of Human Resources with Human Resource tasks and maintaining all payroll and employee files. Primary duties will be ensuring that all tasks associated with payroll are completed on time with fidelity. HR duties will be assigned as needed by the Director of Human Resources.

Essential Duties and Responsibilities

Payroll:

Process Payroll on 5th and 20th every month

Pay EFTPS

Update and Maintain PRF/TRF deductions

Update and Maintain benefits deductions

Child Support/Wage garnishment if needed

Post Payroll- balance

Enter all staff leave days on pay schedule and leave calendar, Komputrol etc.

Get Mail

HR:

Maintain Employee Files

Initial meeting with New Hires and process paperwork

Once hired, enroll on IN New hire website

Enroll and update employees in Healthcare system

Enroll and update employees in Dental/Life insurance benefit system

Enroll and update employees in INPRS System

Enroll and update employees in Retirement system

Komputrol demographics

QUALIFICATIONS

To perform this job successfully, the successful candidate must be able to secure and maintain all licenses, certifications and training, and perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. To hold this job an individual must be a U.S. citizen, at least twenty-one years of age and a high school graduate with no criminal history.

EDUCATION and/or EXPERIENCE

To apply for this position, a candidate must hold High school diploma or GED certification. It is preferred that the candidate have a college degree, education field is best, and will have a strong connection to Options Charter Schools' mission and vision, successful work experience with youth in a supervisory capacity, and strong organizational and communication skills.



**Principal-Options Charter Schools
Curriculum Delivery Platform-Brick and Mortar**

JOB TITLE: Principal

REPORTS TO: Director of Curriculum and Instruction

TERMS: Administrative contract, 260 days per contract year

PRIMARY PURPOSE:

Direct and manage instructional programs and supervise operations and personnel at campus level; provide leadership to ensure high standards of instructional service; oversee compliance with district policies, success of instructional programs, and operation of all campus activities.

QUALIFICATIONS:

Education/Certification:

Master's degree in an education related field.
Indiana Building Level Administrator License

Special Knowledge/Skills:

- Working knowledge of curriculum and instruction
- Ability to evaluate instructional program and teaching effectiveness
- Ability to manage budget and personnel
- Ability to coordinate campus functions
- Ability to interpret policy, procedures, and data
- Willingness to be innovative and take risk to produce desired results
- Strong organizational, communication, public relations, and interpersonal skills

Experience:

- Student management (classroom or other), 3+ years preferred
- School or other leadership
- 40 Developmental Assets
- Love and Logic's 9 Essential Skills for the Classroom
- Alternative or At-Risk Youth
- PowerSchool
- Edmentum's PLATO and Study Island
- NWEA
- Indiana State Testing Platforms

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional Management

1. Monitor instructional and managerial processes to ensure that program activities are related to program outcomes and use findings to take corrective actions
2. Evaluation of campus education program; include students and community representatives when appropriate

School or Organization Morale

1. Provide instructional resources and materials to support teaching staff in accomplishing instructional goals
2. Foster collegiality and team building among staff members; encourage their active involvement in decision-making process
3. Provide for two-way communication with upper administration, staff, students, parents, and community
4. Communicate and promote expectations for high-level performance to staff and students; recognize excellence and achievement
5. Ensure the effective and quick resolution of conflicts

School or Organization Improvement

1. Build common vision for school improvement with staff; direct planning activities and put programs in place with staff to ensure attainment of school's mission
2. Identify, analyze, and apply research findings (e.g., effective school correlates) to promote school improvement
3. Develop and set annual campus performance objectives for each of the performance indicators
4. Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each performance indicator
5. Work with the director of schools and president to implement effective marketing for the purpose of recruitment; ensure full enrollment each semester; manage size of hybrid and night high school programs

Personnel Management

1. Interview, select, and orient new staff; approve all personnel assigned to campus
2. Define expectations for staff performance with regard to instructional strategies, classroom management, and communication with the students and families
3. Observe employee performance, record observations, and conduct evaluation conferences with staff
4. Make recommendations to director of schools on termination, suspension, or non-renewal of employees assigned to campus
5. Work with teachers to plan professional development activities
6. Confer with teachers and other subordinate employees regarding their professional growth; work with them to develop and accomplish improvement goals
7. Discipline subordinate employees appropriately if needed and communicate actions of discipline to director of schools

Management of Fiscal, Administrative, and Facilities Functions

1. Comply with district policies and state and federal laws and regulation affecting the schools
2. Develop campus budgets based on documented program needs, estimated enrollment, personnel, and other fiscal needs; keep programs within budget limits; accurately report fiscal information
3. Compile, maintain, and file all physical and computerized reports, records, and other documents required including accurate and timely submission of receipts
4. Work with the executive director of The Options in Education Foundation to manage the use of school facilities
5. Supervise maintenance of facilities to ensure a clean, orderly, and safe campus

Student Management

1. Work with teachers and students to develop a student discipline management system that results in positive student behavior and enhances the school climate
2. Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the Student Handbook and aligned to Options' mission and core beliefs
3. Manage the creation, implementation, and tracking of ISP goals for every student such that goals are purposefully written and adjusted as needed

Professional Growth and Development

1. Develop professional skills appropriate to job assignment
2. Demonstrate professional, ethical, and responsible behavior; serve as a role model for all campus staff

School or Community Relations

1. Articulate the school's mission and core beliefs to the community and solicit its support in realizing the mission
2. Demonstrate awareness of school and community needs and initiate activities to meet those needs
3. Use appropriate and effective techniques to encourage community and parent involvement

Other

1. Comply with district policies, as well as state and federal laws and regulations
2. Adhere to the district's safety policies and procedures
3. Maintain confidentiality in the conduct of school business
4. Must be able to perform the essential functions of walking and interacting with students and/or administrative employees in the specific work site assigned (classroom or office setting)
5. Demonstrate regular and prompt attendance
6. Other duties as assigned



**Principal-Options Charter Schools
Curriculum Delivery Platform-Online**

JOB TITLE: Principal

REPORTS TO: Chief Operations Officer

TERMS: Administrative contract, 260 days per contract year

PRIMARY PURPOSE:

Direct and manage instructional programs and supervise operations and personnel at campus level; provide leadership to ensure high standards of instructional service; oversee compliance with district policies, success of instructional programs, and operation of all campus activities.

QUALIFICATIONS:

Education/Certification:

Master's degree in an education related field.
Indiana Building Level Administrator License

Special Knowledge/Skills:

- Working knowledge of curriculum and instruction
- Ability to evaluate instructional program and teaching effectiveness
- Ability to manage budget and personnel
- Ability to coordinate campus functions
- Ability to interpret policy, procedures, and data
- Willingness to be innovative and take risk to produce desired results
- Strong organizational, communication, public relations, and interpersonal skills

Experience:

- Student management (classroom or other), 3+ years preferred
- School or other leadership
- 40 Developmental Assets
- Love and Logic's 9 Essential Skills for the Classroom
- Alternative or At-Risk Youth
- PowerSchool
- Edmentum's PLATO and Study Island
- NWEA
- Indiana State Testing Platforms

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional Management

1. Monitor instructional and managerial processes to ensure that program activities are related to program outcomes and use findings to take corrective actions
2. Evaluation of campus education program; include students and community representatives when appropriate

School or Organization Morale

1. Provide instructional resources and materials to support teaching staff in accomplishing instructional goals
2. Foster collegiality and team building among staff members; encourage their active involvement in decision-making process
3. Provide for two-way communication with upper administration, staff, students, parents, and community
4. Communicate and promote expectations for high-level performance to staff and students; recognize excellence and achievement
5. Ensure the effective and quick resolution of conflicts

School or Organization Improvement

1. Build common vision for school improvement with staff; direct planning activities and put programs in place with staff to ensure attainment of school's mission
2. Identify, analyze, and apply research findings (e.g., effective school correlates) to promote school improvement
3. Develop and set annual campus performance objectives for each of the performance indicators
4. Develop, maintain, and use information systems and records necessary to show campus progress on performance objectives addressing each performance indicator
5. Work with the director of schools and president to implement effective marketing for the purpose of recruitment; ensure full enrollment each semester; manage size of hybrid and night high school programs

Personnel Management

1. Interview, select, and orient new staff; approve all personnel assigned to campus
2. Define expectations for staff performance with regard to instructional strategies, classroom management, and communication with the students and families
3. Observe employee performance, record observations, and conduct evaluation conferences with staff
4. Make recommendations to director of schools on termination, suspension, or non-renewal of employees assigned to campus
5. Work with teachers to plan professional development activities
6. Confer with teachers and other subordinate employees regarding their professional growth; work with them to develop and accomplish improvement goals
7. Discipline subordinate employees appropriately if needed and communicate actions of discipline to director of schools

Management of Fiscal, Administrative, and Facilities Functions

1. Comply with district policies and state and federal laws and regulation affecting the schools
2. Develop campus budgets based on documented program needs, estimated enrollment, personnel, and other fiscal needs; keep programs within budget limits; accurately report fiscal information
3. Compile, maintain, and file all physical and computerized reports, records, and other documents required including accurate and timely submission of receipts
4. Work with the executive director of The Options in Education Foundation to manage the use of school facilities
5. Supervise maintenance of facilities to ensure a clean, orderly, and safe campus

Student Management

1. Work with teachers and students to develop a student discipline management system that results in positive student behavior and enhances the school climate
2. Ensure that school rules are uniformly observed and that student discipline is appropriate and equitable in accordance with the Student Handbook and aligned to Options' mission and core beliefs
3. Manage the creation, implementation, and tracking of ISP goals for every student such that goals are purposefully written and adjusted as needed

Professional Growth and Development

1. Develop professional skills appropriate to job assignment
2. Demonstrate professional, ethical, and responsible behavior; serve as a role model for all campus staff

School or Community Relations

1. Articulate the school's mission and core beliefs to the community and solicit its support in realizing the mission
2. Demonstrate awareness of school and community needs and initiate activities to meet those needs
3. Use appropriate and effective techniques to encourage community and parent involvement

Other

1. Comply with district policies, as well as state and federal laws and regulations
2. Adhere to the district's safety policies and procedures
3. Maintain confidentiality in the conduct of school business
4. Must be able to perform the essential functions of walking and interacting with students and/or administrative employees in the specific work site assigned (classroom or office setting)
5. Demonstrate regular and prompt attendance
6. Other duties as assigned



Registrar

JOB TITLE: Registrar

REPORTS TO: Director of Curriculum and Instruction

TERMS: 192 days per contract year, teacher contract plus 3 prior to the start of school, 2 during winter break, and 3 following the end of the school year.

PRIMARY PURPOSE:

The registrar is responsible for updating and maintaining our students' academic records, attendance, class enrollments, schedules, and other details necessary to ensure student records are up to date and appropriately maintained in the Student Information System (SIS).

QUALIFICATIONS:

Education/Certification:

- Bachelor's Degree (Master's preferred)

Special Knowledge/Skills:

- Prior experience as a registrar for a similar institution or familiarity with the SIS, STN site, or relatable experience.
- Strong computer literacy, with database familiarity.
- Good interpersonal and communication skills.
- Willingness to learn and adapt as the organization grows.

MAJOR RESPONSIBILITIES AND DUTIES:

Primary

- Organizing and administering student records
- Overseeing the student admissions and graduation process relative to student records.
- Ensuring records are updated with new grades, attendance, finances, etc.
- Training program-level staff to use software related to records administration or scheduling appropriate training if consultation is necessary.
- Performing clerical tasks, such as printing academic transcripts for students.
- Keeping student information confidential and secure.
- Collaborate with program-level leaders and Director of Compliance to compile data for state, federal, authorizer, and organizational reporting.
- Complete student transfer requests in IIEP.
- Contact previous schools for missing records including but not limited to psych evaluations and discipline records.
- Collecting withdrawal forms from program leaders and ensuring exit dates and reasons are updated in the SIS and IIEP, when applicable, and are compliant with all state and federal laws and regulations.



- Maintaining an accurate task log in the SIS student log for all records related tasks requested and completed.

Other

- Comply with district policies, as well as state and federal laws and regulations, specifically but not limited to student records privacy
- Adhere to the district's safety policies and procedures
- Maintain confidentiality in the conduct of school business
- Demonstrate regular and prompt attendance
- Maintain a generally positive and supportive attitude
- Other duties as assigned



Options Schools

BELONG. BELIEVE. ACHIEVE.

School Counselor and Intervention Specialist Roles and Responsibilities

	School Counselor Administrative Role Academic Focus	Intervention Specialist Direct Service Role Social Emotional Focus
Primary Purpose	Utilizing leadership, advocacy, and collaboration, school counselors promote student success, provide preventive services, and respond to identified student needs by implementing a comprehensive school counseling program that addresses academic, career, and personal/social development for all students. Indiana School Counseling Competencies for Students	Support the education program by providing intervention strategies for students who are struggling to Belong, Believe, or Achieve. Assist the school counselor in the personal/social development of all students.
Qualifications	Education: <ul style="list-style-type: none">● Min: Masters● Preferred: Masters Licensed: Indiana School Counselor ASCA Competencies Additional Skills/Qualities: <ul style="list-style-type: none">● Demonstration of leadership in prior roles● Experience working with at-risk students preferred● Evidence of adaptability and problem solving.● Effective oral and written communication skills.● Evidence of good interpersonal skills with colleagues and parents	Education: <ul style="list-style-type: none">● Min: Bachelors● Preferred: Masters Preferred Licensed: Indiana School Counselor or Social Worker Additional Skills/Qualities: <ul style="list-style-type: none">● Experience working with at-risk students preferred● Evidence of adaptability and problem solving.● Effective oral and written communication skills.● Evidence of good interpersonal skills with colleagues and parents
Report to	Principal	Principal <ul style="list-style-type: none">● Mentored and coached by School Counselor
Major	1. Program Foundations	1. To organize and implement

Responsibilities	<p>(Domain 4) The school counseling program is in alignment with the school vision and mission and is derived from a foundation of beliefs based on state and national standards that serve as the guiding principles for the design and management of the school counseling program.</p> <p>2. Data-Based Accountability (Domains 1, 2, 4) Annually revise (as needed) the school counseling program as a result of an analysis of evaluation data in the following areas:</p> <ol style="list-style-type: none"> Program design, implementation, and evaluation Student growth Standards and competency attainment Gain/loss in targeted student achievement-related data fields (e.g. grades, local & state assessments, etc.) Gain/loss in targeted student choice-related data fields (e.g. enrollment patterns, homework completion, attendance, etc.) Gain/loss for individual students overcoming personal/social problems that interfere with learning <p>3. Student Guidance (Domains 1, 3) Design, deliver, evaluate, and revise a curriculum meeting the Indiana Universal Student Standards for Guidance including classroom, small group, and individual lessons covering:</p>	<p>school-based wrap-around services for students.</p> <ol style="list-style-type: none"> Serve as a resource to all students enrolled Encourages identified at-risk students to set and maintain standards of classroom behavior. Guides the learning process of the identified at-risk students toward the achievement of curriculum goals. Monitors the identified at-risk student academic growth and keeps appropriate records. Is available to identify at-risk students and parents for education-related purposes outside the instructional day when necessary. Enhance academic performance in school by assessing students' needs. Help students with organizational skills, including but not limited to: remediation of concepts; completion of current assignments; make-up missed assignments; test preparation and practice presentations/speeches. Consult with teachers to determine strategies for academic assistance. Maintain an updated list of students receiving services and services available for students. Remove barriers to students' full access to opportunities in the school environment. Provide information and
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	<ul style="list-style-type: none"> a. Academic development(e.g. academic planning; postsecondary awareness and readiness) b. Career development (e.g. career awareness and readiness) c. Citizenship development (e.g. personal and social skills needed to be successful in a global society) <p>4. Student Counseling (Domains 2, 4) Identify counseling needs related to personal and social development. Provide student assistance services, including individual and group counseling, crisis counseling and referrals, for students with personal or social concerns that interfere with learning. Provide consultation to administrators, teachers, parents, and community agencies. Coordinate student assistance activities delivered by school counselors or others including teachers, peer and community helpers, and community mental health agencies.</p> <p>5. Student Advocacy (Domains 1-4) Participate in and/or facilitate school improvement initiatives. Promote high achievement and advocate for a supportive learning environment for all students; promote an understanding of various ethnic or cultural groups; and provide assistance for teachers who are striving to</p>	<p>assistance regarding post-secondary education, scholarships, testing and help sessions.</p> <ul style="list-style-type: none"> 13. Assist in completing college applications, essays, FAFSA and scholarship forms. 14. Promote life/social skills with peers and adults. 15. . Listen, support and model effective communication and problem-solving skills. 16. Serve as navigator of community systems to build self-awareness and self-confidence. 17. Perform other duties as assigned.
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	<p>help all students learn. Identify students who may not be achieving to their potential due to the learning environment & provide necessary interventions. Collaborate with school and community partners to provide input and insight regarding the academic, personal/social and behavioral progress of students.</p> <p>6. Program Management (Domains 1-4) Design an efficient system of activities that support the guidance, counseling, and advocacy initiatives including the development of program foundations, activity preparation, school and community networking, professional development activities, record keeping related to school counseling, and school counseling evaluation activities. Promote school counseling program services to students, teachers, administrators, parents, and community members. Seek resources (time, funding, and personnel) to support the school counseling program.</p> <p>7. Professionalism (Domain 4) Demonstrate knowledge of, and adhere to local, state, and federal policies, regulations, and laws pertaining to school counseling (i.e. privileged communication). Adhere to the American School Counselor Association Ethical Standards. Be knowledgeable of the Indiana Program Standards for School</p>	
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	<p>Counseling. Promote the mastery of the Indiana Student Standards for Guidance. Demonstrate continuous personal growth and professional development.</p>	
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School Safety Specialist

Job Title: School Safety Specialist

Reports To: Director of School Safety

Terms: Part-time contract

- 184 days per contract year
- Ranging shifts, not to exceed an average of 30 hours per week

Shift:

- Monday-Thursday: 7:30 am- 6:30 pm, Friday 7:30 am - 3:00 pm
- Starting Pay: \$16.50/hr

Essential Duties and Responsibilities

School Safety Specialist's primary function is to provide support services in the areas of safety, security and mentorship for students and parents located at the school. Threats may be internal or external. The SSS is to use discernment on use of force.

Use of force is defined by:

1. *Presence (using the effect of the presence of an authority figure on a subject)*
 2. *Verbalization (commanding a subject)*
 3. *Empty hand control (using empty hands to search, relieve weapons, immobilize, or otherwise control a subject)*
 4. *Intermediate weapons (using non-lethal chemical, electronic or impact weapons on a subject)*
 5. *Deadly Force (using any force likely to cause permanent injury or death to a subject)*
- Establish and maintain rapport with students.
 - Influence positive student relations through close contact with students and families.
 - Provide mentorship to students as appropriate.
 - Serve as a positive role model for students.
 - Participate in all campus activities as a full member of the school team.
 - Support administrators, as requested, when student disciplinary issues arise. Be present anytime it is suspected that student has a weapon(s) or drug(s) on their person. When confronting a student about a firearm or drugs do your best to be in an office with a camera and a school administrator.
 - Encourage and teach students respect for the rights of others and the rule of law as well as their responsibilities as lawful citizens.
 - Conduct walking patrols of schools and school campuses, maintaining high visibility.

- Search buildings when required and conduct surveillance.
- Protect students' rights.
- Express empathy for victims and victims' parents.
- Teach appropriate subjects to students and parents, such as bullying prevention and other safety related topics.
- Exercise Options Charter Schools' emergency plans at the school level as appropriate.
- Accompany students on local field trips and long-distance field trips when requested by administration.
- Participate in community and student recruitment activities when requested.
- Assist outside law enforcement agencies as appropriate.
- Assess injury status and render first aid, when necessary.
- Support school counselors and social workers, as requested, when making a determination regarding the appropriateness of designating a child as a Child In Needs of Services (CHINS); complete appropriate paperwork and transport CHINS to appropriate consequences for aberrant behavior.
- Attend and participate in student case conferences and parent meetings when requested.
- Control crowds and disperses unruly groups of people as appropriate.
- Give depositions and testify truthfully in courts of law when appropriate.
- Operate installed Options Charter Schools' software necessary to complete assigned responsibilities.
- Maintain contact with county probation services relative to students on probation, home detention, etc.
- Maintain issued equipment and uniforms; wears uniform properly.
- Remain current in professional matters, certifications, licenses, trainings, etc. Failure to maintain these credentials, such as the licenses to carry firearms and the state school safety training, may result in loss of employment.
- Maintain confidentiality of information, reports and records.
- Abide by Options Charter School Board policies and Options' administrative policies, rules, regulations and procedures. appropriate facility if needed.
- Work with building administrators as they interpret students' Individualized Service Plans (ISP) and Individualized Educational Plans (IEP) as they relate to appropriate co

School Safety Specialist Prerequisites for carrying of firearm on campus

Before a School Safety Specialist (SSS) is allowed to carry a firearm on campus they must first have a valid Conceal and Carry Permit issued by the State of Indiana. The hiree will also go through a psychological evaluation as a part of the hiring process. The SSS must complete Pistol Proficiency, Defensive Pistol, Advanced Handgun training level 1 and 2, Advanced Tactical Defensive Pistol (may be completed after hiring process). If the SSS has not completed these courses, or comparable courses, they may be hired but are not allowed to carry a firearm nor have access to school-owned firearms. The hiree may show proof of completion of

approved courses they have taken prior to being hired. Approved course must be fully vetted before being approved. All hirees must be approved and signed off on by the Options President/CEO and Director of School Safety before being allowed to carry a firearm on campus. The SSS will have a phase-in/probationary period of one semester before being allowed to carry a firearm on campus even if all trainings have been completed prior to the end of the probationary period.

QUALIFICATIONS

To hold and perform this job successfully the candidate must be able to:

- Secure and maintain all licenses, certifications and training
- Perform each essential duty with satisfaction
- Must be a U.S. citizen
- At least 21 years of age
- Have earned a minimum of a high school diploma. A secondary degree and/or experience in the military or law enforcement is preferred.
- Complete psychological assessment during hiring process
- No prolonged, extreme physical demands are associated with normal duties or assignments, but the SSS may exert strenuous physical effort during emergency situations. The SSS must perform duties and take appropriate action in emergency situations, despite the stress associated with potential injury or loss of life to self or others.
- Complete background checks as required by Options' administrative policies
 - Must be drug-free and have no convictions for operating a vehicle under the influence of drugs.
 - Must not have used any illegal drugs in the past three (3) years.
 - Must have no convictions for operating a motor vehicle while intoxicated, or operating a motor vehicle with a blood alcohol content of .08% or above.
 - Must have no record of a felony conviction.
 - Must have no convictions for any Class A misdemeanor.
 - Must have no more than two (2) alcohol-related violations as a minor (18-21 years of age).
- Must possess a valid Indiana driver's license (or obtain within 60 days of becoming an Indiana resident) and have no more than six (6) active points.
- Must not have been dishonorably discharged from the military.

EDUCATION and/or EXPERIENCE

To apply for this position, a candidate must hold High school diploma or GED certification. It is preferred that the candidate have a college degree, public safety field is best, and will have a

strong connection to Options Charter Schools' mission and vision, successful work experience with youth in a supervisory capacity, and strong organizational and communication skills.

CERTIFICATES, LICENSES, REGISTRATIONS

Within one year of employment, must be certified in all required trainings.

- Professional Certifications
 - CPR (cardiopulmonary resuscitation)
 - CPI (non violent intervention)
 - First Responder (first aid provider)
 - Stop the Bleed (wound packing and tourniquet)
 - SafeTalk (suicide)
 - School Safety Specialist through Indiana Department of Education
- Licenses
 - Valid Indiana Driver's License
- Firearm
 - Valid Conceal and Carry Permit issued by the State of Indiana
 - Handgun Trainings
 - Pistol Proficiency
 - Defensive Pistol
 - Advanced Handgun training level 1 and 2
 - Advanced Tactical Defensive Pistol
 - Must qualify with assigned firearm two times each year.



Special Education /Student Services Director

Job Description: Special Education Director will oversee all facets of the special education department, including programs, services, personal and budget. Student Service Director will implement and maintain pupil services programs and services in conformance with Options Charter Schools mission statement/objectives.



Subject-Area Specialist

Job Description

The subject-area specialist is a fully qualified and appropriately licensed instructor in a specific subject area. Though the subject-area specialist is similar to a teacher in the traditional sense, we promote the understanding that our instructional leaders are educators first, with special knowledge in particular fields of study. Subject-area specialists facilitate a variety of learning activities to assist students in acquiring the academic standards set forth by the state of Indiana and those standards locally adopted by the Options Charter Schools.



Director of Technology

The Director of Technology is responsible for planning, purchasing, installing and maintaining physical technology systems in a condition of excellence enabling full educational use of technology at all times in compliance with local, state, and federal regulations and requirements.

Examples of specific duties include, but are not limited to the following:

- Attends various events (e.g. meetings, conferences, training sessions, information sessions, administrator events) for the purpose of communicating and/or gathering information required to perform the functions of the job.
- Manages technology systems in support of local, statewide and authorizer testing requirements.
- Authorizes permissions and individual access to technology applications or services for the purpose of ensuring proper access to technology systems by staff, students, parents and others consistent with organization's operating guidelines and regulations.
- Communicates technology related activities in a timely manner to all stakeholders.
- Directs the installation of technology systems and tools (e.g. hardware, software, systems, wiring, specialized applications and tools) for the purpose of ensuring the safe, timely and efficient installation of technology equipment and services.
- Maintains technology equipment and systems (e.g. servers, telephone systems, alarms, surveillance cameras, software applications, network) for the purpose of ensuring that systems are functioning properly and effectively in support of the organization's administrative and educational operations.
- Manages procurement, inventory and surplus of technology equipment, systems and related services for the purpose of ensuring that all technology purchases for goods and/or services are consistent with the organization's technology objectives, and that equipment is properly inventoried consistent with local, district and state regulations.

- Provides input for technology budget and expenditures for the purpose of ensuring that allocations are accurate and expenses are within budget limits and that fiscal practices and policies are followed.
- Oversees functioning of the technology operations of the organization for the purpose of ensuring an effective, efficient and safe environment, where technology equipment and applications are utilized appropriately and efficiently to support routine administrative and educational functions.
- Prepares a wide variety of documents, reports and materials (e.g. reports, policy and procedure documents, emails, memos, correspondence, budget, specifications, plans and drawings, analysis and test results, and cost estimates) for the purpose of providing necessary information to support operations.
- Researches outside funding opportunities and grants for the purpose of providing additional funding to enhance technology within the district.
- Supervises assigned technology staff (e.g. hiring recommendations, interviewing, training, evaluations, etc.) for the purpose of maximizing the efficiency of the work force and meeting operational requirements.
- Supports the implementation of operational and educational technology initiatives (e.g. new systems, educational programs, hardware) for the purpose of assisting with delivery and implementation of initiatives, providing support and assistance to others, providing oversight of projects and/or training and providing information to others to ensure successful implementation.
- Tests technology applications, tools and programs for the purpose of assessing proposed products, programs or tools to provide feedback for the administrative decision processes, to ensure appropriate acquisition of educational and operational technology solutions and to assist others with these functions.

Standing Meetings:

- Twice monthly meetings / shared time with XForté staff.
Jason Snyder - 812-606-7151 , js@xforte.co
- Monthly professional development, coordinator or presenter, for CSP innovation grant.
- Monthly assessment committee meetings

Attachment 19
Personnel Plan



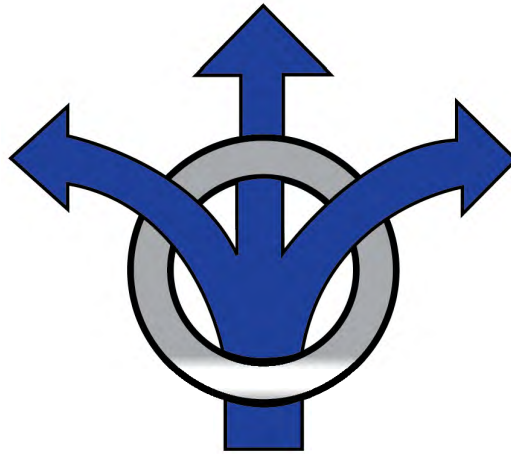
Personnel Plan, Including Methods of Selection, Retention, and Compensation of Employees

A complete teacher handbook, including a complete personnel plan has been attached called Staff Handbook 2020-2021. When an opening occurs at Options Charter Schools, every care is taken to publicize the employment opportunity using such tools as the Department of Education Job bank website, the Options Charter Schools website, and various other social media devices. Typically, employment opportunities are available for applicants from two to four weeks. Each applicant is carefully screened for proper licensure and experience. Several applicants are chosen for the interview process and school tour. Prior to employment; a limited criminal history is conducted and reference checks are completed. Once an applicant is offered a position and they accept, a full orientation and professional development program is completed to better ensure professional success. To retain employees, every employee is offered a competitive salary and benefits package, access to full professional development opportunities, and the opportunity to increase their pay through years of experience and merit pay.

Options Charter Schools

Staff Handbook

2020-2021



Options Schools

**18077 River Road, Suite 106
Noblesville, Indiana 46062**

FORWARD

Options Charter Schools is a special school community where students and families receive individual attention from a caring team of employees and a flexible program to meet the educational challenges encountered by students and families. The purpose for Options Charter Schools is to welcome students struggling in their traditional school setting or who have withdrawn or intend to withdraw and offer them a second chance for academic success and graduation from high school.

To accomplish this educational goal for students and families, the Options Charter Schools Board of Directors and leadership team must first address the needs of every Options Charter Schools employee to ensure they fully understand their responsibilities and rights. Contained in this handbook are detailed descriptions of a variety of issues that concern our Options employees. It is the responsibility of the Options staff to read and fully understand their responsibilities and rights.

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GENERAL INFORMATION	
<u>Mission Statement</u>	

The Options Charter Schools provide a caring community, quality education, and guidance to those students who seek an alternative to traditional schooling.

Core Values

- In an intentional and purposeful way, each student is supported and valued at school.
- Though high expectations are consistent for all, success is defined differently for each student.
- Teachers are most effective when empowered to innovate, create and inspire.

Core Beliefs

- We believe that Options Charter Schools provide purposeful, relevant, and challenging educational experiences.
- We believe that Options Charter Schools provide a safe, caring, and healthy environment that promotes freedom of thought and respect for diversity.
- We believe that each student will graduate with the skills, attitude, knowledge, and compassion to be a contributing member of society and a life-long learner.
- We believe that Options Charter Schools have the flexibility to meet the varied needs of their learners through different instructional techniques and settings.
- We believe that Options Charter Schools provide a student-centered environment where every student has an adult advocate.
- We believe that Options Charter Schools appreciate and encourage creativity as an integral part of every student's educational experience.

Expectations of Students

The Options Charter Schools strive to provide a varied, hands-on curriculum in an atmosphere of mutual respect and high expectations. Students who wish to succeed at Options must be active participants in their education. A full description of student expectations can be found in the Parent/Student Handbook.

Members of the Options Team

Central Office –317-565-4350

	<u>Extension</u>
Mike Gustin, President / CEO	5103
Michelle Walden, Chief Operations Officer	5104
Jacob Brandau, Chief Financial Officer	5110
Michelle Hayward, Executive Administrative Assistant	5101
Andrew Piper, Director of Marketing & Communications	5109
Shannon Franklin, Compliance Specialist	5105
Jack Colwell Jr., Treasurer	5112
Jayne Suess, Payroll/HR Specialist	5111
Michelle Olsen, Director of Special Education	5107
Anita Silverman, Director of Curriculum & Instruction	5108
Kevin Davis, Technology Director	5102
Joseph Tewell, Technology Specialist	5102
Eric Walden, Director of School Safety	1117
Darryl Gustin, Director of Facilities	
Kathi Clevenger, Registrar	

Carmel – 317-815-2098

		<u>Extension</u>
Michael Dunagan	Principal	2105
Jenny Hoshor	Administrative Assistant	2106
Gretchen Taylor	English Specialist	2107
Sean Dowling	Social Studies Specialist	
Phil Bertsch	Math Specialist	2108
Johnathon (JD) Thompson	Science Specialist	2110
Allan Blythe	Special Education Specialist	2116
Bethany Stewart	CTE Teacher/Counselor	
Joe Hopper	Safety Specialist	
Steven Bowers	Middle School Teacher	2109

Noblesville – 317-773-8659

		<u>Extension</u>
Melanie Martin-Terrell	Principal	1100
Rob Stewart	School Counselor	1102
Elizabeth Loy	Administrative Assistant	1101
Michelle Kemper	English Specialist	1109
Josh Curry	Social Studies Specialist	1112
Matthew Peterson	Special Education Specialist	1108
Michael Linville	Health/PE Specialist	1114
Stacie O'Flaherty	Science Specialist	1111
Kimberly Massoud	English Specialist	1122
Elise Dickey	CTE Specialist	1110

Elizabeth Essig	Teaching Assistant	
Ashley Jennings	MS Special Education Specialist	1116
Blaine McMurtry	MS Math Specialist	1121
Toshie Kagosawa	School Counselor	1107

Options Indiana- 317-773-8659

		<u>Extension</u>	<u>Mobile</u>
Linda Cunninham	Principal	1115	765-620-7968
Danny Jimenez	Assistant Program Director		317-373-7900
Melissa Harrison	Administrative Assistant		
Mike Dellinger	CTE Specialist		
Stephanie Jen	Electives Specialist		
Elizabeth (Betsy) Smith	English Specialist		
DeAnne Munda	English Specialist		
Kitti Drake	Math Specialist		
Jessica Sunderman	Math Specialist		
Julie Pownall	Science Specialist		
Benjamin Lawson	Social Studies Specialist		
Jesse James	Special Education Specialist		
Hannah Coffman	Special Education Specialist		
Whitney Holmes	Special Education Specialist		
Tara Donnelly-Walulik	School Counselor		
Adelina Delagrange	School Counselor		

Options at BACA

Lisa Chandler	School Administrator	317-537-7720
Hillary Pool	Teacher	
Hannah Marichal	Teacher	
Josh Young	Instructional Assistant	

Options at HYCA

Adam Barr	Principal	317-813-9008
Charles Precht	English Specialist	

Options at Growing Minds

Brendon Lengacher	Safety Specialist	260-209-4878
Emily Swanson	Teacher	

Board of Directors

Mike Gustin, President
Matthew Abbott, Board Chairman
John Kerr, Board Vice Chairman
Thomas Lyons III, Secretary/Treasurer
Bob Barker, Member
Brenda Flowers, Member
Hannah Heuser, Member
Valerie Love, Member
Will Mattingly, Member
Stacy Segal, Member

***OPTIONS CHARTER SCHOOLS
2020-2021
SCHOOL CALENDAR***

August 3	Teachers Start
August 5	Students Start
September 7	Labor Day (No School)
October 12-16	Fall Break (No School)
November 25-27	Thanksgiving Vacation (No School)
December 21- January 4	Winter Break (No School)
January 18 (FLEX DAY)	Martin Luther King Day Jr. (No School)
February 15 (FLEX DAY)	President's Day (No School)
March 29-April 9	Spring Vacation (No School)
May 27	Student Last Day
May 28	Teacher Last Day
First Semester	89 Days of Instruction
Second Semester	91 Days of Instruction

Calendar by Quarter

First 9 weeks: August 5 - October 9

Second 9 weeks: October 12 - December 18

Third 9 weeks: January 5 - March 12

Fourth 9 weeks: March 15 - May 27

Note: Virtual Days will be used to make up days missed from inclement weather unless the weather prevents students from accessing coursework from home. Notifications will be made as outlined in the student handbook.

Teachers = 184 Days

Students = 180 Days

Students attending programs located at other service sites, Growing Minds, BACA, and HYCA, may have an alternate calendar reflective of the needs of the students and services provided on-site. All students will be offered a minimum of 180 days of instruction per academic year.

During the 2020-2021 school year, ALL Wednesdays will be full E-Learning days.

EMPLOYEE RIGHTS

Equal Employment Opportunity (EEO)

Options Charter Schools provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin,

age, disability, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state or local laws. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities. These laws require employers to provide reasonable accommodations to applicants and employees who are qualified for a job, so that they may perform the essential job duties of the position.

Options is committed to complying fully with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Options' policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

Options will make reasonable accommodations for qualifying individuals with known disabilities, so that they can perform the essential functions of a job, unless doing so would result in an undue hardship. Employees with questions, or seeking more information on the ADA are encouraged to contact Human Resources. Employees may raise questions or complaints about ADA compliance without fear of reprisal.

Immigration Law Compliance

The Options Charter Schools is committed to employing only United States citizens and legal aliens who are authorized to work in the United States.

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. Former employees who are rehired must also complete the same process as new employees.

The I-9 can be completed by the employee prior to his/her first day of work, but federal laws require that this form be completed no later than three days after the employee's first day of employment. Failure to complete this form will cause a non-employment status with Options and the employee will be ineligible to receive pay.

Employment Classification Categories

All employees are hired into one of the categories below.

Certified Administrators

Certified administrative positions include the President of the Options Charter Schools, The Director of Special Education, The Principal of Options Charter School – Carmel, and the Principal of Options Charter School – Noblesville. This category is eligible for Tier 2 benefits.

Non-Certified Administrators

These positions include the Director of Accountability and Compliance, the Treasurer, the Registrar, and the Director of Transitional Programs. This category is eligible for Tier 2 benefits.

Teacher / Administrator

The positions have teaching and administrative duties within a single building. The contract may list these employees as assistant principal. This category is eligible for Tier 1 benefits.

Certified Teaching Staff

Teaching staff are fully licensed to teach in the state of Indiana and employed in an instructional position, assigning grades and credits to students. Teaching staff may be assigned additional duties and responsibilities. This category is eligible for Tier 1 benefits.

Non-Certified Teaching Staff

Staff members with direct teaching and/or counseling duties who do not hold a valid Indiana Teacher's License. This would include social workers, counselors and instructional assistants. This category is eligible for Tier 1 benefits.

Clerical Staff

Clerical staff includes school-level office managers and administrative assistants. This category is eligible for Tier 1 benefits.

Custodial/Maintenance

Custodial or Maintenance staff are hourly employees. This category is eligible for Tier 1 benefits.

Substitute Teachers

Substitute teachers meet the certification requirements of the state of Indiana. They are paid a daily rate of pay as established by the Board of Directors. This category is not eligible for benefits.

Temporary Employees

May be hired to fill any of the above positions for predetermined periods of less than one calendar year. This category is not eligible for benefits.

Part Time Employees

Part-time employees may perform the duties traditionally performed by employees from categories above. These employees are designated as part-time employees because they are on duty less than 30 hours per week. This category is not eligible for benefits.

Employment Applications

Options Charter Schools relies upon the accuracy of the 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 and 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.

Background and Reference Checks

To ensure that individuals who join Options Charter Schools are well qualified and to ensure that Options maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditional pending receipt of a background check report that is acceptable to Options. All background checks are conducted in compliance with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead Options to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the burden of proof, if they wish to dispute the report's accuracy.

A Safe Visitor background check is required for anyone who visits our schools, including family members of our students. Background checks through the safe visitor site are good for three years at any school in the district. All other levels will need to be done annually.

If you have filled out a background check in the past for our district and are unsure whether it has expired, please contact Jake Brandau. PLEASE INCLUDE YOUR FULL NAME AND DATE OF BIRTH WHEN INQUIRING.

If your background check has expired or you have never submitted a background check, please visit SafeVisitor's website to submit one. SafeVisitor Solutions

(This process takes 3 - 5 business days.)

Volunteer Access Levels

Level 1 Visitor: Volunteer application and formal background check are **not** necessary. No need to submit a form. Guests who are visiting the office only.

Level 2 Volunteer/Visitor: Access to students during the school day under supervision of Options Charter Schools' staff or visitors observing at a special event. (Requires Limited Criminal History Background Check - No Fee) Examples: Lunch, Classroom Parties, Picnic, S.I. Presentations, Community Service Projects.

- Volunteer Level 2 Application (google form for volunteering)

Level 3 Volunteer/Visitor: This volunteer can possibly have direct and unsupervised interaction with students. Requires National Volunteer Background Check - \$15.95 Fee Applies. However, please understand that if you have lived outside of Hamilton County or the state of Indiana, there may be additional costs associated with the background request. Examples: Field Trips, Classroom Volunteers. This would also include individuals who are **intermittently** volunteering as a mentor, club sponsor, ect.

- Volunteer Level 3 Application

Level 4 Volunteer/Employee: This volunteer will have direct and potentially unsupervised interaction with students on a regular basis. Requires Expanded Criminal Background Check, including DCS - \$28.65 Fee Applies. However, please understand that if you have lived outside of Hamilton County or the state of Indiana, there may be additional costs associated with the background request. This would include individuals who are volunteering regularly as a coach, sponsor, or director for a school sponsored program. *NOTE: The application link will be emailed to these individuals.*

- Business Partner Volunteer (google form for volunteering)

Options also reserves the right to conduct a background check for current employees when deemed necessary.

If an employee is arrested for any reason, excluding traffic infractions (DUI's must be reported), he/she must notify the President within 72 hours of the arrest. Failure to provide notification will result in disciplinary action up to and including termination of employment.

Personnel Data Changes

It is the responsibility of each employee to promptly notify Options 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, and other status reports should be accurate and current. If any personnel data has changed, please notify Human Resources.

Access to Personnel Files

Options maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, salary information, high school and/or college transcripts, and other employment records.

Personnel files are the property of Options, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Options who have legitimate reason to review information in a file are permitted to do so. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to the file information.

Employees who wish to review their own files should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in the Options Central Offices and in the presence of the individual in charge of maintaining the files.

Length of School Day

The school day will commence fifteen minutes prior to the scheduled student arrival time and conclude fifteen minutes after student departure for all school-level personnel. Given reasonable notice, staff members may be asked to extend the school day for staff, parent, student, professional or community meetings. Employees are

expected to return for scheduled open house or community meetings unless the principal clears the absence. All staff members are expected to be in attendance at graduation.

Administrators and organizational support staff may have flexible scheduling as approved by the president or designee. Generally, work hours for staff members not directly interacting with students are 8:30am-3:30pm on days school is in session and 9:00am-2:00pm on days school is not in session.

Assignments

The president, or designee, will assign duties to all administrators and organizational support staff. The building principal will assign teaching and non-teaching duties for all employees teachers and school-level personnel. Staff meetings may be held during lunch, prep times, before, or after school. Staff meetings may not be held during designated professional development times.

Evaluation/Job Performance

All Options' employees have the right to receive regular and relevant feedback on their job performance compared to the specific job description assigned. Administrators, support personnel, and all employees not eligible for the teacher evaluation will be evaluated using the Evaluation Report available in Options' shared GoogleDocs Templates. Teachers will receive annual evaluations based on the approved teacher evaluation policy, in alignment with IDOE expectations and Indiana legislative code. The full teacher evaluation plan can be found using this [link](#). The employee's signature on the evaluation instrument does not denote agreement with its contents. Employees may respond in writing to evaluations, letters of reprimand or other documents placed in the personnel file.

Corrective Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have a responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The purpose of this policy is to state the position of Options on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. Options believes 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.

Options strives to ensure fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct problems, prevent recurrence, and prepare the employee for satisfactory service in the future.

Types of discipline that may be used include:

- **Verbal Warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written Warning / Letter of Concern:** Written warnings are placed in an employee's personnel file and may include the development of an improvement plan.

- **Suspension:** Suspensions may be with or without pay. Any behavior triggering a suspension from work will also require the staff member to be placed on an improvement plan with specific guidelines for improvement and consequences if the misconduct continues.
- **Demotion / Change of Responsibilities**
- **Termination of employment**

Options reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and termination. Discipline is not required to be administered in any particular order.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization. Termination can occur for several reasons, many of which are routine.

- **Resignation:** Although we hope your employment with the Options Charter Schools will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide a two-week notice, preferably in writing to facilitate a smooth transition out of the organization. Building principals may hold a resigning teacher to their contract for up to thirty (30) days following a resignation if that teacher is under contract and the resignation was received following August 15 of that school year (IC 20-28-7.5-8).
- **Retirement:** Employees who wish to retire are required to notify their supervisor and Human Resources in writing at least one (1) month prior to the planned retirement date.
- **Discharge:** Employees of the Options Charter Schools are employed on an at-will basis, and Options retains the right to terminate an employee at any time.
- **Layoff:** Employees are terminated for non-disciplinary reasons.

The separating employee must return all school property at the time of separation, including keys, computers, laptops and iPads. Failure to return items may result in deductions from the final paycheck.

WORKPLACE EXPECTATIONS

Ethical Conduct

Toward Students

Staff members accept personal responsibility for teaching students character qualities that will help them evaluate the consequences of and accept the responsibility for their actions and choices. We strongly affirm parents as the primary moral educators of their children. Nevertheless, we believe all educators are obligated to help foster civic virtues such as integrity, diligence, responsibility, cooperation, loyalty, fidelity, and respect-for the law, for human life, for others, and for self.

Each staff member, in accepting his or her position of public trust, measures success not only by the progress of each student toward realization of his or her personal potential, but also as a citizen of a greater community. Staff members:

- Deal considerately and justly with each student, and seek to resolve problems, including discipline, according to law and school policy.
- Do not intentionally expose the student to disparagement.
- Do not reveal confidential information concerning students, unless required by law.
- Make a constructive effort to protect the student from conditions detrimental to learning, health, or safety.
- Endeavor to present facts without distortion, bias, or personal prejudice.

Toward Practices and Performance

Staff members assume responsibility and accountability for his or her performance and continually strives to demonstrate competence.

Staff members endeavor to maintain the dignity of the profession by respecting and obeying the law, and by demonstrating personal integrity. Each staff member:

- Applies for, accepts, or assigns a position or a responsibility on the basis of professional qualifications, and adheres to the terms of a contract or appointment.
- Maintains sound mental health, physical stamina, and social prudence necessary to perform the duties of any professional assignment.
- Continues professional growth.
- Complies with written local school policies and applicable laws and regulations that are not in conflict with this code of ethics.
- Does not intentionally misrepresent official policies of the school or educational organizations, and clearly distinguishes those views from his or her own personal opinions.
- Honestly accounts for all funds committed to his or her charge.
- Does not use institutional or professional privileges for personal or partisan advantage.

Toward Professional Colleagues

Each staff member, in exemplifying ethical relations with colleagues, accords just and equitable treatment to all members of the school. Staff members:

- Do not reveal confidential information concerning colleagues unless required by law.
- Do not willfully make false statements about a colleague or the school system.
- Do not interfere with a colleague's freedom of choice, and work to eliminate coercion that forces educators to support actions and ideologies that violate individual professional integrity.

Toward Parents and Community

The professional educator pledges to protect public sovereignty over public education and private control of private education.

The professional educator recognizes that quality education is the common goal of the public, boards of education, and educators, and that a cooperative effort is essential among these groups to attain that goal. Each staff member:

- Makes a concerted effort to communicate to parents all information that should be revealed in the interest of the student(s).
- Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in his or her classroom.
- Manifests a positive and active role in school/community relations.

Responsible Use of Social Media

We encourage responsible self-expression and employees are expected to develop practices regarding social media that are consistent with this policy.

I. Social Media Defined

Social media includes but is not limited to all means of communicating or posting information or content of any sort on the Internet, including the employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the employer.

II. General Provisions

Employees are responsible for monitoring their content postings. They should be aware of privacy settings and should be deliberate about how they would like their content to be consumed. Employees should also assume that anything posted or shared online could become public information. Employees could be held personally liable for content that is defamatory, obscene, proprietary, or libelous. Consistent with our acceptable use policy, employees should use employer-owned equipment, including computers, employer-licensed software or other electronic equipment in alignment with the ethical expectations for employee behavior outlined in the Options employee handbook. Also, employees should not be posting personal blogging or social networking activities during work time. Employees may not use employer email addresses to register on social networks, blogs, or other online tools utilized for personal use. Employees shall not disclose any confidential information (information that is declared or permitted to be treated as confidential by state or federal law or employer policy, including the Family Educational Rights and Privacy Act (FERPA)) obtained in the course of their employment about individuals or organizations, including students and/or their families or another member of the school community. For example, employees may never post a student's behavior or attendance on an employee's personal social media platform or websites.

III. Official Versus Personal Content

Unless specifically instructed, employees are not authorized to and therefore are restricted from speaking on behalf of their employer. Employees should deliberately describe that their views expressed in a blog or on social networking sites are their own and not those of their employer. The use of an employer email address, job title, seal, logo, or letterhead are considered to represent the employer in an official capacity. Other communications leading an average consumer to conclude that posted content was made in an official capacity could also be considered to represent the employer in an official capacity. Absent evidence of prior steps taken to distinguish content as being personal expression, statements made in blogs or on social media networking sites may be perceived as being in the scope of the employee's official job duties. If contacted by the media or press about their employer, employees should contact the President, Chief Operations Officer, or Director of Marketing and Communications. Employees are subject to discipline up to and including employment termination for content that exceed legal protections even if they disclaim their expression as personal. For example, when making statements in blogs or on social media networking sites, employees shall not make statements that are threatening, harassing, obscene, defamatory, or hostile. Employees also shall not knowingly or recklessly disregard the truth, make false statements of fact about the employer or its board members, students, or employees.

IV. Communications with Students

Employees are encouraged to communicate with students using a variety of mediums. The employee(s) are expected to conduct themselves in accordance with the Options employee handbook regarding ethical professional standards. Employees may communicate privately with currently enrolled students pursuant to the employee's job duties provided the communication occurs through a method approved by the President and/or designee and is logged in PowerSchool. Employees can check with their building-level supervisor to ensure that they understand the appropriate communication mediums. Employees may use group social media platforms to communicate with students generally about homework assignments, preparation for exams, classroom supplies, or similar classroom-related topics that do not involve personally identifiable information of any student or violate any employer policy. Extra-curricular leaders may use group social media platforms to communicate with students about travel plans, changes in schedules, and similar topics that do not involve personally identifiable information of any student or violate any employer policy. Employees who wish to create websites for student support, such as listing athletic events or classroom support materials, shall have those sites approved by administration and linked to employer websites. These pages are subject to all employer policies and procedures. Employees shall allow the President and/or designee to have access to any school related social media site as a "friend," "follower," or similar access request.

V. Reporting Violations

Any violations of this policy should be shared with an employees immediate supervisor or if applicable up the chain-of-command to the President. Violation of this policy will result in disciplinary action up to and including immediate termination.

Employee Conduct and Work Rules

Options Charter Schools values open communication, and encourages a collaborative approach to problem solving. Supervisors will work with employees to offer support, encouragement, and skills training. The employees and their supervisors will work together to identify and resolve performance issues.

To ensure orderly operations and provide the best possible work environment, Options expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all of the forms of behavior that are considered unacceptable in the workplace.

Major Rule Violations

The following are some examples of infractions of major rules of conduct that may result in disciplinary action, up to and including immediate termination of employment:

- Theft or inappropriate removal, possession, or use of company or personal property;
- Falsification of timekeeping records, applications, work records, or any other records/reports required through the course of business;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty or operating employer-owned vehicles or equipment;

- Walking off the job during working hours;
- Unauthorized disclosure of business secrets or confidential information;
- Any conduct (including striking, fighting, threatening, etc.) endangering the life, safety, or health of any fellow employee, student, or visitor on school premises;
- Refusing to submit to drug or alcohol testing;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage or employer-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Flagrant violation or personnel policies;
- Violation of safety or health rules;
- Sexual or other unlawful or unwelcome harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace;
- Dishonesty of any kind;
- Sleeping on the job.

Minor Rule Violations

The following are some examples of infractions of minor rules of conduct that may result in progressive disciplinary action, up to and including termination of employment:

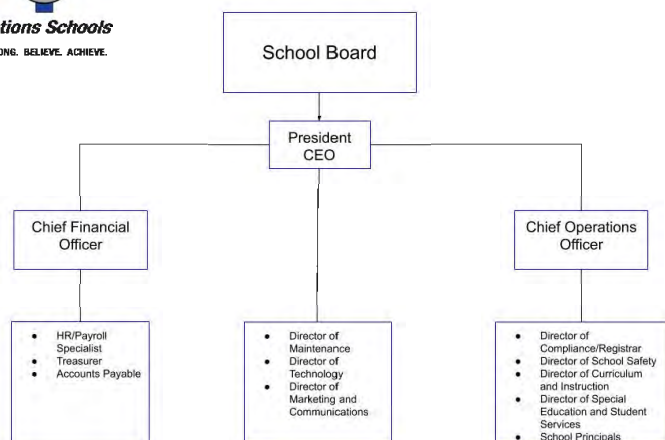
- Violation of personnel policies;
- Unsatisfactory performance or conduct;
- Excessive or unauthorized time away from the workstation;
- Poor attendance and excessive tardiness;
- Smoking in unauthorized areas;
- Discourtesy to co-workers, students, or visitors.

Concern and Complaint Procedure

An employee who has a concern or complaint regarding a situation within the school building or district shall follow the procedure below. However, there shall be no stoppage or suspension of work because of the concern or complaint. At each step of the process, the timeline starts over.

Within ten (10) working days of the time the employee(s) knew or should have known of the act or condition upon which the concern or complaint is based, the employee(s) should make contact with the employee's immediate supervisor to discuss the concern and resolve it, if appropriate.

Should the employee believe that the concerns were not addressed in a manner consistent with the values of the organization after taking these steps, the employee may choose to take the concern further up the chain of command by submitting the concern in writing. The chain of command appropriate to follow is included below. The employee should expect follow-up from the leader in writing within 48 hours of filing the complaint. The initial follow-up will note the receipt of the complaint and outline a timeline for handling the complaint. The employee may repeat the process with each step in the chain of command.



Should the employee believe that the concerns were not addressed in a manner consistent with the values of the organization, or that legal or significant ethical breach is not being addressed after taking these steps, the employee may choose to take the concern or complaint further up the chain of command as listed below.

1. Options Charter Schools Board Chairman
2. Ball State University Office of Charter Schools
3. Indiana Department of Education

WORKPLACE SAFETY

Safety

Maintaining a safe work environment requires the continuous cooperation of all employees. Each employee has the responsibility to conduct all tasks in a safe and efficient manner. Options strongly encourages employees to communicate with fellow employees and their supervisors regarding safety issues. A full emergency preparedness plan is issued to each staff member at the beginning of each school year. Additional copies are available upon written request to the Director of School Safety.

All employees will be provided care, first-aid, and emergency service, as required, for injuries or illnesses while on Options premises. Employees should contact an administrator and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, Options provides coverage and protection in accordance with Workers Compensation Law. When an injury is sustained at work, it must be reported immediately to an administrator who will notify the President and Human Resources of the incident. Employees sustaining an injury at work must complete the appropriate paperwork with Human Resources. All injuries, no matter how small, must be

reported. Failure to report accidents or injuries is a serious matter as it may preclude an employee's coverage under Workers Compensation Insurance.

Drug and Alcohol Use

Options Charter Schools has a longstanding commitment to provide a safe and productive work environment. Drug and alcohol abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. To promote a drug-free, healthful, and safe work environment, Options is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

All employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner. No employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while teaching, coaching, or supervising students. 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 his/her job effectively. Prescription drugs must be used in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Options reserves the right to testing based on reasonable suspicion. Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. The President of Options must be consulted before sending an employee for reasonable suspicion testing.

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the testing providers shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Options reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. Cooperation of all employees in administering this policy is needed. Desks and other storage areas may be provided for the convenience of employees but are not considered the property of the employee. Accordingly, any articles found within them can be inspected by any agent or representative of Options at any time, with or without prior notice. Employees who possess illegal drugs, alcohol, firearms, explosives, or other contraband, or refuse to cooperate in such inspections, are subject to appropriate discipline, up to and including termination.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with an administrator to receive assistance or referrals to appropriate resources in the community. Employees who voluntarily seek assistance for such problems may be allowed leaves of absence for treatment prior to becoming subject to disciplinary action and/or termination under this or other policies. Such employees may be required to document that they are successfully following prescribed treatment.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Options of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Smoke-Free Workplace

It is the policy of Options to prohibit smoking throughout the building and the school campus in order to provide and maintain a safe, healthful, and comfortable working environment for all employees, students, and visitors. The law defines smoking as the “act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind.”

The smoke-free policy applies to:

- The school building and its surrounding campus area
- School sponsored off-site school conferences, meetings or trips
- Vehicles leased by the school
- Visitors to the Options Charter Schools
- Contractors and consultants and/or their employees working on Options premises
- Employees or temporary employees of the Options Charter Schools

Employees who violate the smoking policy may be subject to disciplinary action.

Sexual and Other Unlawful Harassment

Policy Statement

Options Charter School prohibits any form of sexual harassment of students or employees whether verbal, physical, or environmental. It is a violation of this policy for any employee to harass a student or for a student to harass another student in a sexual manner as defined below.

Definition of Sexual Harassment

For purposes of this policy, sexual harassment is defined as including but not limited to unwelcome sexual advances, requests for sexual or physical conduct of a sexual nature directed toward a student under any of the following conditions:

- a) Submission to, or toleration of, sexual harassment is an explicit or implicit term or condition of any services, benefits, or programs sponsored Options Charter Schools
- b) Submission to, or rejection of, such conduct is used as a basis for an academic evaluation affecting a student
- c) The conduct has the purpose or effect of unreasonably interfering with a student's academic performance, or of creating an intimidating, hostile, or offensive environment
- d) Submission to, or rejection of, the conduct is used as the basis for any decision affecting the individual regarding benefits and services, sponsored by Options Charter Schools

Employee-to-Student Sexual Harassment

- 1) Employee-to-student harassment is prohibited at all times whether or not the incidents of harassment occur on school property or a school sponsored event.
- 2) To prevent sexual harassment, amorous relationships between a student and an agent or employee of Options Charter Schools are strictly prohibited.
- 3) Lunches and/or other “social” outings with students should always include more than one staff member and should not occur without the prior knowledge of the president and/or principal.
- 4) Any employee or agent of Options Charter Schools who participates in the sexual harassment of a student is subject to the disciplinary action,

including but not limited to, verbal warnings, letters of reprimand, transfer, re-assignment, suspension without pay, and dismissal.

Student-to-Employee Sexual Harassment

- 1) Student-to-employee harassment is prohibited at all times whether or not the incidents of harassment occur on school property or a school sponsored event.
- 2) To prevent sexual harassment, amorous relationships between a student and an agent or employee of Options Charter Schools are strictly prohibited.
- 3) Lunches and/or other “social” outings with an Options staff member should include more than one student and more than one staff member, and should not occur without the prior knowledge of the president and/or principal.
- 4) Any student who participates in the sexual harassment of an Options staff member is subject to disciplinary action including, but not limited to, suspension and/or expulsion from school.

Student-to-Student Sexual Harassment

The policy prohibits student-to-student sexual harassment whenever it is related to school activity or attendance and occurs at any time including, but not limited to, any of the following:

- a) While on school grounds
- b) While going to or coming from school
- c) During the lunch period whether on or off school grounds.
- d) During, or while going to or coming from, a school sponsored activity

Any student who engages in the sexual harassment of another student is subject to disciplinary action including verbal warnings and reprimands, counseling, suspension, and expulsion.

Retaliation

Options Charter Schools forbids retaliation against anyone who reports sexual harassment or who participates in the investigation of such a report.

Grievance Procedure

Complaints may be reported to a staff member, the Principal (Michael Dunagan at Options-Carmel 317-815-2098, Melanie Terrell at Options-Noblesville 317-773-8659, Linda Cunningham at Options-Indiana 317-773-8659, Lisa Chandler for Options @ BACA 317-537-7720, Adam Barr for Options @ HYCA 317-813-9008 , or Beth Hodges for Options @ Growing Minds 260-206-6098.)

Additionally, the executive leadership team may be contacted. Chief Operations Officer (Michelle Walden 317-565-4350, ext 5104), Chief Financial Officer (Jacob Brandau-317-565-4350, ext 5110) or President/CEO (Mike Gustin – 317-565-4350 ext 5103).

Written complaints may also be filed at the Options Charter Schools Central Office at 18077 River Rd, Suite 106, Noblesville, IN 46062 (317-565-4350) or with the Chairman of the Options Charter School Boards, Matthew Abbott, who may be reached through the Options Charter Schools Central Office at 317-565-4350.

Liability of Staff for Student Welfare

All Options Charter Schools employees are responsible for the safety of students on the grounds and during all school sponsored events. To minimize the occurrence of situations in which employees may incur liability for actions related to students, each employee:

- Should not leave students unsupervised;
- Should not leave an unqualified person in charge of students;
- Should supervise students wherever they are assigned and remain with them until supervision is assumed by another responsible person;
- Should not leave a student in charge of other students;
- Should assist in supervising students during unstructured times of the day (e.g. before school, after school, advising time, lunch period, passing periods, etc.)
- Should ensure students do not use non-school-owned and/or maintained equipment or other equipment except for intended purposes;
- Should organize classroom material and equipment to minimize danger of injury to students and to self.

If for any reason a secure area is unlocked for anyone, the Options employee or authorized adult is responsible for ensuring the area is locked up after its use.

Child Abuse or Neglect

All Options Charter Schools employees are required (by state statute) to report to the proper legal authorities any suspected child abuse or neglect – such as physical abuse and neglect, sexual abuse, and/or emotional maltreatment. Physical abuse is the non-accidental, physical injury of a child; sexual abuse is any indecent sexual activity; and emotional maltreatment is failure to provide warmth, attention, supervision, and/or normal living experiences for a child.

Procedures for Reporting

All **suspected** cases of child abuse or neglect are to be reported even if documentation is not available. In accordance with state statute, there is a duty for an employee to immediately notify the Child Protection Service (CPS).

The law provides protection for the reporting employee. The employee is not relieved of the obligation to report unless a report has already been filed to the best of the employee's belief. It is the responsibility of CPS to investigate possible abuse and/or neglect and prepare a written report within forty-eight (48) hours. School personnel should not pressure the child to divulge information regarding any injury or other circumstances surrounding the abuse and/or neglect. The school need not prove that abuse and/or neglect exists before reporting. They need only suspect that abuse and/or neglect has or is currently occurring.

All employees are to make a report directly to CPS. The reporting employee will file a written account of the alleged abuse and CPS reporting documentation with the Principal and/or Executive Director of School Operations who will keep the file in a confidential file. These reports should also be logged in PowerSchool in the student's account. These files will only be shared with law enforcement and social welfare agencies, or other third parties with a legal and legitimate need to know.

It is the policy of Options to refuse to disclose any and all information regarding CPS reports during an ongoing investigation. Parents or guardians wishing to know if a CPS report has been made should be directed, by all staff members, to contact CPS for that information.

Investigation of Child Abuse or Neglect

Options employees will fully cooperate with all law enforcement agencies and social welfare agencies during investigations of abuse or neglect.

Suspected Abuse by Staff Members

If an employee is suspected of abuse, the Executive Director of School Operations should be notified immediately and the matter kept in strict confidence by the reporting person. If any staff member is under investigation for any illegal action, they have a duty to self-report the investigation to the Executive Direction of School Operations. The Executive Director shall follow the school's due process procedures for dealing with an employee's real or alleged violation of any law or policy.

When a staff member is being investigated by CPS or law enforcement for child abuse or neglect, the Executive Director has the authority to suspend the employee, alter the employee's schedule or change an employee's work function during the investigation in order to ensure the safety of the child(ren) at school.

This procedure does not negate the requirement for the reporting person to report the suspected abuse to the proper agency.

COMPENSATION

Salary

A base annual pay will be established at the time of hire. Base annual pay will be calculated based on a Base Salary that is calculated from years of experience. Additional multipliers will be added based on degrees, additional licensures, leadership roles, and other multipliers determined by the Executive team. Stipends for extra duties will also be added as approved by the Executive team. Increases in pay may result as part of the evaluation processes. Members of employment categories (3) Certified Teaching Staff, and (4) Non-Certified Teaching Staff.

Additional Compensation

The Board shall pay the "Member's Contribution" to the Indiana State Teachers' Retirement Fund (TRF) or the Public Employees Retirement Fund (PERF) for eligible employees who decide to participate.

The Board shall pay 8.5% of the annual salary to the qualified 403(b) annuity savings plan to TRF and PERF eligible employees who elect not to participate in TRF or PERF. The Board has the exclusive right to choose the management organization for these funds.

The Board shall pay a 1% of the annual salary to qualified 403(b) annuity savings plan if the full-time employee matches or exceeds the 1% Board contribution. The Board has the exclusive right to choose the management organization for these funds.

Pay Periods

Pay will be electronically deposited in the eligible financial institution chosen by the employee. The number of pay periods shall be twenty-four (24). Pay days will be on the 5th and 20th of each month, unless those dates fall on weekends or holidays. When the pay days fall on weekends or holidays, the pay shall be deposited on the closest day preceding the 5th or 20th of the month.

Salary Adjustments

Upon recommendation of the building principal, and with the approval of the Executive team, teachers may be assigned hourly rate teaching duties for homebound students, or classes taught outside of the contracted teaching day.

Teachers on summer teaching assignments will be paid based on the hourly rate for each hour they attend and teach summer school. Teachers will be compensated for up to four hours of unavoidable absence during the summer session. Absence beyond four hours will be deducted from the summer school teaching contract.

The teacher's daily rate shall be determined by the teacher's contract salary divided by the number of contracted days. The teacher's hourly rate shall be determined by dividing the daily rate by 6.

Benefits

Group Medical, Dental, and Long-Term Disability Programs

Employees may elect to participate in these programs by notifying the Executive team during the open enrollment periods. Employees may opt-out of such programs at any time. The open enrollment period is thirty days prior to and following the anniversary date.

Employee contributions for the 2020-2021 school year are as follows:

PER MONTH (1/2 EACH PAY) Teachers (Please see CFO if you have questions.)

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Navigate Plan	\$160.00	\$325.00	300.00	\$410.00
Vision	\$7.94	\$15.06	\$17.60	\$24.82

UHC Navigate Plan

Individual Deductible \$1500 per year

Family Deductible \$3000 per year

Primary Physician Visit Paid 100% after \$25 co-payment

Physician Visit (with referral) Paid 100% after \$50 co-payment

Go to myuhc.com for additional information about coverage

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Premier Plan	\$185.00	\$360.00	334.00	\$445.00

Vision	\$7.94	\$15.06	\$17.60	\$24.82
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UHC Premier Plan

Individual Deductible \$1000 per year

Family Deductible \$2000 per year

Primary Physician Visit Paid \$0 for under 19 years, \$15 for over 19 and 100% after the Copay

Specialist Visit Paid 100% after \$50 co-payment for Premium doctors or \$100 for all other Choice network doctors

Go to myuhc.com for additional information about coverage

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Choice PPO Plan	\$193.00	\$377.00	349.00	\$465.00
Vision	\$7.94	\$15.06	\$17.60	\$24.82

UHC Choice PPO Plan

Individual Deductible \$500 per year

Family Deductible \$1000 per year

Primary Physician Visit Paid 100% after \$25 co-payment

Physician Visit (with referral) Paid 100% after \$50 co-payment

Go to myuhc.com for additional information about coverage

PER MONTH (1/2 EACH PAY) All Staff

	SINGLE	EMP. + SPOUSE	EMP. + FAMILY
Dental	\$10.00	\$15.00	\$20.00

These rates and employee share of costs apply through August 30th, 2021.

Principal Insurance Dental Plan

Contract Year Deductible \$50

Preventive Services 100% coverage

Basic Services 80% coverage (after deductible is met, max 3 per family including major)

Major Services 50% coverage (after deductible is met, max 3 per family including basic)

\$2000 calendar year maximum per person

\$1000 Orthodontic lifetime maximum benefit per person

Group Payroll Deductions for Elective Insurance (AFLAC)

Employees may elect to participate in additional insurance coverage through American Family Life Assurance Company (AFLAC) and Washington National Insurance. The employee pays costs of this program through payroll deduction.

Group Life Insurance

The Board shall pay for a Group-Term Life insurance policy in the amounts listed below:

	LIFE INSURANCE
Tier 1	\$50,000

*Additional voluntary life insurance is available to each employee, paid for by the employee, and may be added during open enrollment periods.

Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any full-time employee so requesting. The monies set aside for Section 125 benefits will include medical, dental, vision, non-reimbursed medical expenses, and any premium payment the teacher makes for the aforementioned policies, and dependent care. The teacher will pay the cost of the plan. Such contributions shall be deducted from teacher pay in twenty-four (24) equal installments.

Sick Days

Employees shall be entitled to be absent from work without loss of compensation due to personal illness, family illness, injury, quarantine, or pre-arranged medical appointments. These will collectively be referred to as “sick days.” Sick days will be assigned as follows:

- Ten (10) days will be granted the first year. Eight (8) days will be granted each year thereafter.
- Unused sick days shall accumulate and may be used in subsequent years.
- Sick days will not be converted to compensation when a contract is terminated, terminates, or when the employee retires.
- All sick days accumulated in the last Indiana School District in which the employee taught are transferable to the teacher’s Options Charter School employment record at the rate of three (3) days per year beginning the second year of employment. The employee is responsible for making this request to the president or his designee annually.
- Sick days may be taken in half-day segments.
- Sick days taken to extend a holiday or school vacation must be accompanied with a Dr’s note or administrator approval.
- Staff that participates in the Evening Program will receive additional sick days based on how many days a week they work in the Evening Program. Please see table below:
- DUE to COVID 19, there are additional sick time benefits through the FFCRA. Please see this [link](#).

Personal Business Days

Each teacher shall be entitled to four (4) personal business days for the transaction of personal business affairs, and/or attending to family matters during each year of employment without loss of compensation for such absence. No reason shall be needed other than “personal business” for the use of these days.

If by the end of the school year a teacher has not used any of the personal business days available for that year, he/she may carry one (1) forward to the next school year as an additional personal business day. No teacher shall accumulate more than five (5) personal business days for any contract year.

It is not the intent that personal business days or sick days be used for the purpose of extending a holiday and/or school vacation. The building principal must approve requests for use of personal business days.

Staff members working the evening program will also receive one additional personal day for every 3-hours/week they are assigned. The evening session is considered 1/2 day if they must miss. Please see table below:

Evening Program nights working per week(3 hours per night)	Additional Personal days received for the year
1	1
2	2
3	3
4	4

Professional Leave Days

A teacher may request leave for professional day(s) to attend conferences and/or educational workshops, or to visit other schools. The principal in collaboration with the president may 1) approve the request with the associated costs paid by the teacher, 2) approve the request with shared financial contributions between teacher and the Board, 3) approve the request as funded by the Board, or 4) deny the request.

A teacher who has used professional leave shall, upon request by the principal or president, provide a written or oral report to a designated audience.

If the request for professional day(s) is made at least 60 days prior to the date of such leave, the corporation will pay in advance for airfare expenses. Otherwise, expenses shall be reimbursed within sixty (60) days of the receipt of those expenses as received by the central office administration.

Administrative Vacation Days

Employees assigned administrative contracts receive 25 paid vacation days annually. Vacation days are noncumulative and are renewed at the beginning of each contract.

Vacations will not be accepted as a reason job duties were not completed on time or to the best of the employee's ability. Administrators should use their best judgment when deciding appropriate dates to use vacation days as well as adhere to the following general guidelines when planning their time off.

- School-level administrators, working directly with students on a daily basis, should minimize vacation days used while students are in session. Any vacation extending past 3 days during the student calendar needs a prior written approval from the administrator's direct supervisor along with a plan of building supervision and support while absent.
- Long-term consecutive vacations can cause a strain on the organization any time of year and should be avoided. Any vacation request that extends 10 consecutive days needs to be pre approved by the employee's direct supervisor and must include a plan outlining how the employee's job performance will continue to be effective.
- Time prior to the start of a school year and following the close of a school year require significant work from the administrative team. No vacation days, other than those pre approved by the employee's direct supervisor, will be approved during the 5 days preceding and 2 days following a given school year.
- One benefit of being a part of the administrative team is the ability to work from home on Mondays of each week. Work from home days, however, should not extend any extended vacation. For example, an employee taking vacation days on Monday-Friday should return physically to work on Monday the following week unless the vacation extends into the following week. Work from home days are professional work days and should not be used to extend a vacation in any way.

Each administrator is responsible for ensuring appropriate coverage is in place for any duties that need it during a planned absence. It is best practice to communicate this plan with your direct supervisor and receive verbal approval for any extended vacation prior to submitting the official request form.

Administrative Paid Holidays

Options Charter Schools offers nine (9) paid holidays to employees on administrative contracts. These paid holidays do not need to be submitted as vacation days for the employees. Any paid holiday that falls on Saturday will be taken on the Friday immediately prior and any paid holiday that falls on a Sunday will be taken on the Monday immediately following. For holidays that fall on consecutive days, if the second of the two paid days falls on a Saturday, the paid holiday will be observed Thursday/Friday. If the first of the two paid days falls on a Sunday, the holiday will be observed Monday/Tuesday. The nine (9) paid holidays are listed below.

New Years Eve	Thanksgiving
New Years Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Bereavement Leave

For a death in the immediate family, the employee is entitled to five (5) contract days that do not need to be taken successively. The immediate family is defined as spouse, parent, child, brother, sister, and each similar relationship defined by marriage. For a death in the extended family, the employee is entitled to three (3) contract days. The extended family is defined as grandparents, grandchildren, aunts, uncles, cousins and each

similar relationship established by marriage. If more than one death should occur at a time, additional days may be allotted.

Unpaid Leave Days

All Options' employees are given extensive leave time and are expected to use their leave time in a judicious manner. In the event that an employee is out of leave time and seeks leave days outside the scope of the sick bank, unpaid leave can be an option.

Any requests for unpaid leave should be forwarded to the executive team through your direct supervisor for consideration. The executive team considers requests such as research sabbaticals or long-term family or self-care as examples of appropriate requests for unpaid leave time. Conversely, requests for time to extend vacations or additional personal day requests are examples of inappropriate requests for unpaid leave time. Options continues to be a family-first organization and will consider extenuating circumstances as they are presented to the executive team.

If a long-term unpaid leave is granted, upon return from the approved unpaid leave, the employee may be eligible to receive the next open position to which he/she is qualified to fulfill. During the approved long-term unpaid leave, the employee must pay the full health, dental and vision policy premium to which he/she subscribes.

If unpaid leave is not approved, any days missed may result in disciplinary action up to and possibly including termination.

Definitions:

- Long-term leave is considered to be any leave that spans the length of one academic semester or longer.
- Short-term leave is considered to be any leave that is less than one academic semester.

Maternity/Paternity Leave

An employee who is pregnant is entitled to use her available sick days during her pregnancy or upon the birth of her child, and extending until her doctor certifies that she is able to return to work. After the teacher has used her available paid leave days, the employee shall receive benefits if the full amount is paid by the employee.

A teacher may elect to take an unpaid leave of absence for maternity / paternity leave after the birth of their child. This leave will be for a maximum of two semesters after the request. During the maternity/ paternity leave, the employee must pay the full health, dental and vision policy premium.

Sick Bank Policy

Who is Eligible?

Any person who is experiencing a catastrophic illness may be eligible for assistance through the Sick Leave Bank. A catastrophic injury or illness is defined as a life threatening condition or combination of conditions affecting the mental or physical health of the employee or immediate family member or household. The catastrophic illness or injury must require the services of a physician.

This Sick Leave Bank is available to those employees who have completely exhausted all accumulated leave time (accrued sick leave and accrued leave) and who are not otherwise receiving any related compensable benefits such as disability, workers' compensation, or unemployment.

Donation for Eligibility:

Eligibility for participation in the Bank begins upon the employee's original donation of at least 2 days, as defined by the employee's workday, of accumulated leave time to the bank. Eligibility will continue, provided the employee donates at least one day of accumulated leave time each subsequent fiscal year; however, additional accumulated sick leave or accrued leave days may be donated as desired. If the Sick Leave Bank drops below ten days all participating members will be assessed an additional day of donation to the sick bank. If any such action occurs the participating employees will be notified in writing. Any days donated to the sick bank are the property of Options Charter Schools and cannot be claimed if the employee resigns or is terminated.

Process for Donation:

Any employee who wishes to participate in the Sick Leave Bank or transfer additional accumulated leave time must do so in writing or an email indicating their desire to participate and/or the number of days to be transferred.

Withdrawals:

An employee or his/her designee must request sick leave from the Bank in writing or by email and must send that request to the President of Options Charter Schools. An employee may apply for leave from the Bank but cannot receive more than 25 sick leave days in a twelve-month period.

All requests must be accompanied by a physician's statement that includes the beginning date of the condition, and a description of the illness or injury. All requests must indicate the number of sick leave days requested and information related to this request. A person returning to work from a catastrophic illness should have a release letter from their physician

SCHOOL POLICIES

Advising

Teachers will each be assigned a group of students of which they are responsible for acting as the liaison from school to home. The expectations for fulfilling this advising role are outlined below.

- Teacher will make 2 positive connections per month with student guardian
- Teacher will try to meet with 2 students each day.
- Teacher will make sure students know how to access their student folder via a shared google folder.
- Teacher will create a schedule of who they are meeting with each day and this schedule should be shared with the building leader.
- Teacher will log communications with parents/guardians and any communication with the student that may have an impact on goals, academic planning or future decision making.

Conversation Expectations

- ISP Goals:
 - These can be adjusted throughout the 6 week time frame.
 - Each student should know their goals.
 - Academic Goal (Sem. & 6wk)

- Behavior Goal (Sem.)
 - Social/Emotional Goal (Sem.)
- Student Folder
 - Maintain Core 40
 - Teacher will make sure students are familiar with their core 40 sheet.
 - Updated Schedules
 - Updated ISP Goals: Teachers update and change throughout the 6 week period.
- Missing Assignments
 - Continue to remind students what assignments they are missing.
- Relationship Building

Individualized Service Plans

All students must have an active Individualized Service Plan (ISP) that is reviewed at a minimum of every six weeks. Please see the [ISP manual](#) for additional requirements, tools and resources.

Grading Policy

The grading policy for Options Charter Schools is designed to show mastery of the Indiana Standards by allowing students to recover poor or failing work even after a term's end and to instill confidence in the students' ability to successfully progress academically through high school and into post-secondary education or training.

The level of mastery desired for all students is 70% (C-) or higher, however credit will be issued at 60% (RD) or higher. Students having earned RD or RF in a course at the end of term will be allowed and encouraged to continue to work to raise the grade to the minimum 70% mastery. Teachers may use our online, Plato, curriculum, supplemental work, or make-up assignments for the purposes of recovering a credit to mastery.

Options Charter Schools Standard Grading Scale			
Grade	% Range	Earns Credit	Grade Points
A+ Superior +	97-100	Yes	4.000
A Superior	92-96	Yes	4.000
A- Superior -	90-91	Yes	3.667
B+ Good +	87-89	Yes	3.333
B Good	82-86	Yes	3.000
B- Good -	80-81	Yes	2.667
C+ Average +	77-79	Yes	2.333
C Average	72-76	Yes	2.000
C- Average -	70-71	Yes	1.667
RD+ Recovery Poor+	67-69	Yes	1.333

RD Recovery Poor	62-66	Yes	1.000
RD- Recovery Poor-	60-61	Yes	0.667
RF Recovery Failure	50-59	No	0.000
F Failure	0-49	No	0.000

Options Charter Schools Honors Courses Grading Scale						
Grade	% Range	Earns Credit	Grade Points	Receives Added Value	Added Value for Honors Courses	Total GPA Point Value
A+ Superior +	97-100	Yes	4.333	Yes	0.096	4.429
A Superior	92-96	Yes	4.0	Yes	0.096	4.096
A- Superior -	90-91	Yes	3.667	Yes	0.096	3.763
B+ Good +	87-89	Yes	3.333	Yes	0.096	3.429
B Good	82-86	Yes	3.0	Yes	0.096	3.096
B- Good -	80-81	Yes	2.667	Yes	0.096	2.763
C+ Average +	77-79	Yes	2.333	Yes	0.096	2.429
C Average	72-76	Yes	2.0	Yes	0.096	2.096
C- Average -	70-71	Yes	1.667	Yes	0.096	1.763
RD+ Recovery Poor+	67-69	Yes	1.333	No	0.000	1.333
RD Recovery Poor	62-66	Yes	1.000	No	0.000	1.000
RD- Recovery Poor-	60-61	Yes	0.667	No	0.000	0.667
RF Recovery Failure	50-59	No	0	No	0.000	0.000
F Failure	0-49	No	0	No	0.000	0.000

Options Charter Schools AP, IB, DC Courses Grading Scale						
Grade	% Range	Earns Credit	Grade Points	Receives Added Value	Added Value for Honors Courses	Total GPA Point Value
A+ Superior +	97-100	Yes	4.333	Yes	0.143	4.476
A Superior	92-96	Yes	4.0	Yes	0.143	4.143

A- Superior -	90-91	Yes	3.667	Yes	0.143	3.81
B+ Good +	87-89	Yes	3.333	Yes	0.143	3.476
B Good	82-86	Yes	3.0	Yes	0.143	3.143
B- Good -	80-81	Yes	2.667	Yes	0.143	2.81
C+ Average +	77-79	Yes	2.333	Yes	0.143	2.476
C Average	72-76	Yes	2.0	Yes	0.143	2.143
C- Average -	70-71	Yes	1.667	Yes	0.143	1.81
RD+ Recovery Poor+	67-69	Yes	1.333	No	0.000	1.333
RD Recovery Poor	62-66	Yes	1.0	No	0.000	1.000
RD- Recovery Poor-	60-61	Yes	0.667	No	0.000	0.667
RF Recovery Failure	50-59	No	0	No	0.000	0.000
F Failure	0-49	No	0	No	0.000	0.000

Formula for Calculating Weighted GPA

Honors, Advanced Placement (AP), International Baccalaureate (IB), and College Dual Credit (DC) classes will receive weighted grades. Additionally, transfer students may request additional types of courses to be considered for weight if their previous school offered weight for the course, as reflected on their transcript. Current students that have previously earned weighted-eligible credits prior to August 2017 may submit a written request to the building principal to have their grades grandfathered in and weights applied.

Honors courses will carry a weight of 0.096. AP, IB, and DC classes will carry a weight of 0.143. Weighted GPA will be calculated by adding the adjusted weight value (0.096 for Honors courses and 0.143 for AP, IB, and DC) to the GPA points for any eligible course grade of C- or higher.

Options Charter Schools offers courses according to student needs and staff availability. Therefore, not all types of weighted courses may be found in the Options' curriculum offerings.

Cumulative Grade Point Averages Example

GPA is computed using final semester grades.

Course	Final Grade	Number of Credits Earned	Number of Potential Credits	Standard GPA Points	Eligible for Weight	Added Value	Total GPA Points per Credit Hour	Total GPA Points

Honors Algebra 2-1	A-	1	1	3.667	Yes	0.096	3.763	3.763
Practical Applications 1	B	2	2	3.000	No	0	3.000	6.000
Government	B	1	1	3.000	No	0	3.000	3.000
English 12-1 DC	A	1	1	4.000	Yes	0.143	4.143	4.143
PE	F	0	1	0.000	No	0	0.000	0.000

Totals:	5	6		16.906
Final GPA Calculation (Total GPA Points / Number of Potential Credits)				2.818

Academic Recognition Policy-Latin Honor System

Options Schools uses the Latin Honor System outlined below to recognize graduating seniors with distinguished academic achievement. Using a student's cumulative GPA, distinction will be awarded at the following three levels:

- Summa Cum Laude (*with highest distinction*)- 4.0 and higher
- Magna Cum Laude (*with great distinction*)- 3.800-3.999
- Cum Laude (*with distinction*)- 3.500-3.799

The cumulative GPA earned at the end of the semester PRIOR to graduation will be used for the calculation.* Students who earn each of these honors will be issued special signatory items, provided by the school, for the commencement ceremony.

*For example, students graduating at the end of their 4th year will be assessed based on their 7th semester cumulative GPA, students graduating at the end of 6 semesters will be assessed on their 5th semester, and students graduating as 5th year seniors will be assessed based on their cumulative GPA at the end of their 9th semester.

Homework

The Options Schools provide ample time during the course of the school day for students to complete tasks/projects assigned by teachers. There may be some occasions where a teacher may assign homework to practice skills introduced in class; however, more often than not, homework will be a consequence of students not using their time wisely during class, study hall or Advising. Long range projects may require some out of school research or community interaction; however, with proper planning students can accomplish their goals within the assigned time frames using the time available during the school day.

Course Outlines

At the beginning of each semester (within the first two weeks of the semester) each teacher will submit to the Principal a course outline for each class he/she is teaching. It should include:

1. Course Description – A short paragraph explaining in general terms what the focus of your class will be.
2. Course Outline
 - a. Goals – what you want students to achieve based on the Indiana Academic Standards.
 - b. Activities/Projects – the general activities and projects you plan to incorporate into your course to meet your stated goals. They should not be daily lessons/assignments.
 - c. Resources – the specific books, films, websites, people, texts, etc. you plan to utilize to meet your goals.
 - d. Assessments – the assessment methods you will be using to measure student progress, including the rubrics you develop.

Classroom Management/Discipline

Empowering Discipline

The key to working effectively with Options students is to establish a positive, supportive relationship with your students so that you have the influence you need to teach them new skills, behaviors and attitudes. The teacher's job is not to control the students but to offer choices and guidance to help them get their needs met in a positive way. The goals of empowering discipline are:

- to help the student become more self-aware
- to help the student gain self control
- to help the student see things from a different point of view
- to help the student learn to express emotions assertively
- to help the students see the connection between their choices and possible consequences
- to help students discover solutions and work out compromises

Teachers may post a list of classroom/behavioral expectations (no more than 5) in a prominent place in their classroom

Behavioral Intervention Strategies

Steps to take with disruptive or non-compliant students (non-emergency situations):

- handle through classroom management techniques (remind the student of the classroom expectations)
- pull out of general population by teacher for a 1-1 talk (coverage by an administrator or available teacher may be necessary)
- confer with other teacher(s), administrator(s), social worker/counselor, or the student's advisor for suggestions on how best to impact the student
- hold a meeting with the student and other relevant personnel (e.g. teacher, advisor, social worker/counselor, administrator)
- contact family through phone call or e-mail to inform them of the situation and request their help, or set up a meeting

- bring student issue(s) to a GEI (General Education Intervention) meeting for further action steps (if behavior(s) is a problem in multiple classes)
- e.g. additional services
- parent meeting
- in-school/out of school suspension

Steps to take with disruptive or non-compliant students (when removal from the classroom is necessary):

- Call an administrator and let him/her know that you are sending a student to the office, or that you need an administrator's assistance in removing a student from your room.
- The reason for the removal may be discussed over the phone or the teacher may write a short e-mail and send it to both administrators. (A longer incident report may be necessary later depending upon the situation and the level of discipline needed.)
- An administrator will "unpack" the incident with the student and determine if disciplinary action needs to be taken, or if the student may return to his/her next period class. (The teacher may or may not be present at this meeting.)
- The administrator will contact the sending teacher via phone or e-mail and let him/her know the outcome of the meeting.
- At some point the teacher and student must meet to resolve the issue that caused the student's removal from class (preferably before the student attends the class again.)

Disciplinary Actions

1. Lunch Detentions - May be assigned by a teacher or other staff member for the following behaviors:

- Tardiness
- Repeated minor classroom disruptions; e.g. talking, leaving the classroom without permission, talking or texting on a cell phone. The cell phone should be confiscated and sent to an administrator. (If the student refuses to give up the phone, an administrator should be called immediately.)
- Disrespectful behavior toward peer or staff member
- Other behaviors that are not severe enough to warrant an in-school suspension.

Students must be informed by the staff member who assigned the lunch detention, why it was assigned. An email must be sent to the main office and copied to an administrator as to why the lunch detention was assigned.

2. In School Suspensions - Students may be assigned an in-school suspension for engaging in the following behaviors:

- Directing profanity at a peer or staff member
- Failure to serve a lunch detention
- Refusing to follow a teacher directive
- Repeated violations of behavior(s) that led to the assignment of a lunch detention
- Other behaviors that are not severe enough to receive an out of school suspension.

3. Out of School Suspensions - Students may be assigned an out of school suspension for engaging in behaviors outlined in the Student/Parent Handbook.

A record of these violations must appear in the student's log in PowerSchool, and a call must be made home to report the suspension to the parent/guardian. A formal letter must follow the call.

While a teacher or other staff member may recommend that a student receive an ISS, an OSS may only be assigned by an administrator.

4. Expulsion – **Only** the building administrator may make a recommendation for expulsion to the President of the Options Charter Schools.
 - The recommendation will be made after a thorough investigation has been completed and it has been determined that the student has committed a major infraction of one or more school rules outlined in the Parent/Student Handbook.
 - The President of Options must be contacted as soon as the investigation has been completed.
 - All recommendations for expulsion must be fully documented and the appropriate paperwork completed and sent to the parent/guardian via registered mail.
 - If a student is suspended for ten days pending an expulsion ruling but returns to school prior to serving all ten days, he/she **MUST** report to the Administrative Assistant prior to returning to classes so that she may document the return date in *PowerSchool*.

Substitute/Emergency Plans

It is understood that all employees must occasionally be absent from work for a variety of reasons, some foreseen and others not. If an absence is planned, teachers should supply detailed substitute information including:

- class attendance lists,
- seating chart (if relevant),
- *detailed* lesson plans,
- any necessary reproducible items,
- any additional supplies and
- student health, behavioral, or other relevant concerns.

Unfortunately, unforeseen circumstances may cause a staff member to be absent without warning. To help minimize a disruption in the educational process, teachers are asked to maintain a current folder containing the following information:

- attendance lists for each class,
- seating chart (if relevant),
- lesson(s) supporting the curriculum standards being taught,
- supplemental activities relevant to the current course of study,
- a guide to classroom supplies
- student health, behavioral, or other relevant concerns an
- contact information.

Building Maintenance

Options Charter Schools strive to instill a sense of pride and school spirit among its staff and students; part of this includes pride in our facilities. Students will model the behavior and expectations of the staff. Therefore, it falls to the staff to set the bar of expectations with regard to the facility. Staff members are asked to adhere to the following guidelines:

- classroom should be free of students when a staff member is not present;
- teachers will accept responsibility for securing computers and other school property when necessary;

- teachers will assist in monitoring unsupervised areas as much as possible;
- staff will secure and assume responsibility for school-owned property in their work area;
- staff will model pride for the facility by maintaining a clean, orderly, organized learning environment.

Darryl Gustin is our building maintenance person. Any small-scale requests for things that need to be done in the building should be forwarded to the Principal who will pass them on to Darryl. Large-scale requests should go directly to Mike Gustin, President for review and discussion first.

Bookkeeping

Attendance

Proper attendance records are crucial to the success of the Options program on many levels. Students must be held accountable for their commitment to their education; our schools are accountable to the sponsoring institution and the state of Indiana; our financial stability depends on accurate attendance records. Therefore, individual staff members will be responsible for the following:

- class attendance will be submitted using the PowerSchool system within 15 minutes of the beginning of each class;
- in the event of a PowerSchool failure, a student will be asked to deliver an attendance report to the front office;
- students who enter class late must be sent to the front office for a pass;
- advisors will monitor, and report to administration, chronic attendance problems.

The following procedures will be followed to address the issue of multiple unexcused absences:

1. Parents will be contacted by the advisor after 3 unexcused absences; by an administrator after 5 unexcused absences.
2. Communication with the County Prosecutor's Office if unexcused absences exceed 5 days.
3. Communication with the Department of Child Services regarding educational neglect when unexcused absences exceed 10 days.
4. Possible expulsion from school.
5. Students 18 years and older will be withdrawn from a class(es) when unexcused absences exceed 5 days.

Grades

Class grades will be maintained through PowerSchool. Teachers must update PowerSchool Gradebook no less than once per week. Staff will be informed of due dates for submission of final grades in advance. It is imperative that the staff submit grades on time.

Textbooks/Equipment/Supplies

It takes a collective effort on the part of all staff members to manage the resources in the building. At any time that equipment or books must leave the direct supervision of a staff member, a system should be developed to track and supervise designated resources. Each building leader has an approved budget for curriculum and supplies that they are to manage. Requests are to go directly to each building leader. Requests above their approved budget may be taken to the COO for consideration by the building leader.

Accident/Illness Reports

Unfortunately, students occasionally become ill or experience injury while in the schools' care. In the event of an injury, a full report must be submitted. This report will include an account from the supervising staff member as well as any other witnesses. Every detail should be given consideration when completing this report. Only a member of the administrative team may send a student home after a parent has been contacted.

Contact Log

Document-Document-Document

Teachers are strongly encouraged to document any conversation they have had with parents or students that is not of a purely casual nature. This documentation shall be placed in the student log section of PowerSchool.

Information of a serious nature and behavior incidents that require administrative intervention, should be submitted in writing to an administrator in addition to being filed in the student's log in PowerSchool.

Field Trips

All field trips should serve the overall mission of the school. Because we must contract for bus transportation, all field trips should be planned well in advance and discussed with a member of the administration. Parents should be informed of the details of the trip in advance and a permission slip obtained from each student. A record of all students attending the trip should be submitted to the front office prior to departure. No money shall be collected for field trips.

Attachment 20
Teacher and Administrator Evaluation Plans



Teacher and Administrator Evaluation Plans

1. Statement of Board Policy (Policy Governance Policy 2.2.6)

With respect to the treatment of paid staff and volunteers, the President may not cause or allow conditions that are unfair, undignified, disorganized, or unclear.

Further, without limiting the scope of the foregoing by this enumeration, the President shall not:

6. Fail to provide every staff member with an annual evaluation and performance review.

2. Administrator Evaluation Plans

[President](#)

[Chief Officers, Directors, and Principals](#)

3. Teacher Evaluation Plan

[Teachers](#)

4. Non-Certified and Non-Administrator Evaluation Plan

[Non-Certified / Non-Administrators](#)



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**Evaluation Plan - President
Options Charter Schools
President Annual Performance Evaluation**

Name Mike Gustin School/District: Options Charter Schools

Title President School Year: 2020 – 21 Date of Evaluation: _

LEADERSHIP OUTCOMES

Leadership Domain 1: End Statements		EVALUATEE				EVALUATOR			
<i>The President supports the organization by promoting the End Statements of: organizational values, organizational growth, community relations, student achievement, and fiscal management.</i>		1	2	3	4	1	2	3	4
1.1A	Develop an environment in which the Vision of Options Charter Schools is exemplified and Core Values are demonstrated.								
1.1B	Create sustained positive growth and ensure Options Charter Schools benefit from that growth.								
1.1C	Maximize programming to better ensure student graduation and preparation of students for the next phase of their life.								
1.1D	Develop a plan to promote the mission and core values of the organization in the community; promote a positive political agenda; and seek opportunities for financial support.								
1.1E	Create a program to monitor the prudent expenditure of school funds.								

Notes:

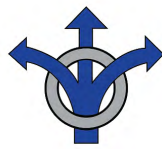
Leadership Domain 1: End Statements are outcomes derived from the Options Charter Schools Policy Governance.

Comments

From the Options Board of Directors:

From Mike Gustin:

Leadership Domain 2: Executive Limitations		EVALUATEE				EVALUATOR			
<i>The President will make decisions that are lawful, ethical, and in accordance with organizational policy dictating proper procedure in dealing with staff, students, fiscal planning and budgeting, financial conditions and activities, emergency succession, asset protection, compensation and benefits, communication and board support.</i>		1	2	3	4	1	2	3	4
2.0	Perform in such a manner that is consistent with organizational policy and is lawful and ethical.								
2.1	Establish guidelines and policies that promote a safe and dignified school culture.								
2.2	Establish guidelines and policies that promote a fair, organized, clear and dignified work place.								
2.3	Develop a financial plan in accordance with End Statement and derived from a multiyear plan.								
2.4	Develop a financial plan, with regard to actual, ongoing financial conditions and activities, in accordance with the board-approved budget.								



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2.5	Develop a written succession plan and have at least one executive familiar with the board and issues relevant to the President.								
2.6	Develop a plan to protect and maintain corporate assets.								
2.7	Develop a process to handle employment, compensation, and benefits								
2.8	Communicate with and support the board in its' leadership role.								

Notes:

Leadership Domain 2: Executive Limitations are outcomes derived from the Options Charter Schools Policy Governance.

Comments

From the Options Board of Directors:

From Mike Gustin:

Leadership Domain 3: Governance Process		EVALUATEE				EVALUATOR			
<i>The Board of Directors of Options Charter Schools governs with an emphasis on values and ethics. The purpose of the board is to ensure policies and board-approved motions govern in such a way to support the organizational mission and core beliefs.</i>									
		1	2	3	4	1	2	3	4

Notes:

Leadership Domain 3: Governance Process are outcomes derived from the Options Charter Schools Policy Governance. This section of Policy Governance outlines expectations for Board Members only. Therefore, it is N/A for the President Evaluation.

Comments

From the Options Board of Directors:

From Mike Gustin:

Leadership Domain 4: Board-President Linkage		EVALUATEE				EVALUATOR			
<i>The President will act as the sole official connection to the organization ensuring all passed motions of the board are acted upon. The President will also communicate with the Board Chair when any Board Member attempts to circumvent the President's office or when Board members attempt to direct the President other than with written policies or board-approved motions.</i>									
		1	2	3	4	1	2	3	4
4.0	Communicate regularly with the Board of Options Charter Schools as the sole official connection to the operational organization.								
4.1	Implements officially passed motions of the board.								
4.2	Develops a process for communication to and from the board on all issues related to the operational achievement and conduct of the staff.								
4.3	Adheres to all policies states in the Policy Governance and communicates with the board according to the Annual Workplan in the Policy Governance.								

Notes:

Leadership Domain 4: Board-President Linkage are outcomes derived from the Options Charter Schools Policy Governance.

Comments



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From the Options Board of Directors:

From Mike Gustin:

Administrator Goals/Objectives

Guidelines for Administrator Goals and Objectives are as follows:

1. Must be collaboratively set by administrator and primary evaluator.
2. Must be measurable.
3. Must represent a minimum of two goals.
4. May be corporation based or school based, depending on role.
5. Can be reflective of personal growth or achievement.

Administrator Goals/Objectives Scoring

Exceeds all goals (HE) = 4

Meets all goals, may exceed in some (E) = 3

Meets only one goal (I) = 2

Meets only one goal or no goal (IN) = 1

Goal	Description	Score
Goal 1	Develop positive working relationship between board and leadership	
Goal 2	Develop sound fiscal processes that include financial transparency	
Goal 3	Develop Board Governance using Policy Governance model	
Goal 4	Develop school accountability rubric and school improvement plans	
Goal 5	Develop a process for board recruitment and add board members	
Goal 6	Write Charter re-authorization for Options Charter Schools-Noblesville	
Goal 7	Develop leadership team that is positive, focused, and mission-driven	

Score, Goals/Objectives xx/xx

Score, Leadership Outcomes xx/xx

Total Score xxx/xxx

(19 is the number of Goals/Objectives and Comments)

Comprehensive Effectiveness Rating

SCALE

	Categories			
	Ineffective	Improvement Necessary	Effective	Highly Effective
Points	1.0 - 1.75	1.76 - 2.5	2.6 - 3.5	3.6 - 4.0

Evaluatee's summary reflections:

Evaluator's recommendations:



Timeline (if Comprehensive Effectiveness Rating indicates Improvement Necessary or Ineffective):

President has met the performance standard marked below:

Highly Effective ☒ Effective ☐ Improvement Necessary ☐ Ineffective ☐

Evaluatee's Signature _____ Date

Evaluator's Signature _____ Date

Administrator's signature does not necessarily indicate agreement with the results of the evaluation.



Evaluation Plan - Administrator

[Employee Name]

[Job Title]

Direct Supervisor: [Name]

Job Description: [full job description here]

Standing Meetings:

[include any standing meetings you hold each month so that if someone had to cover for you in an emergency he/she would know who to notify of your absence]

Continuous Job Responsibilities

[bulleted list of your continuous job responsibilities as defined by your job description. Any website logins and passwords that are important to these duties should be included here.] (By Semester, Quarterly, Annually, As Needed, Weekly, Daily, During School Breaks, etc.)

- Daily Responsibilities
 - .
- Monthly Responsibilities

Projects

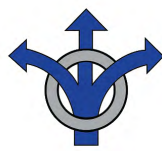
In the spaces below, identify the major projects/goals you'll be working towards during the evaluation period. Use the charts below each goal to track your progress.

Action Goal 1:

- [SMART Goal]
 - Objectives to go with the parent goal

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Action Goal 2:



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- [SMART Goal]
 - Objectives to go with the parent goal

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Action goal 3:

- [SMART Goal]
 - Objectives to go with the parent goal

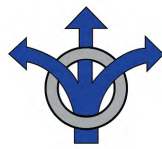
Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Monthly Self Reflection

Employee Self Reflection:

Use the space below to self reflect on your performance each month. What has gone well? What are your goals for the following month? In what areas do you need assistance? How can your supervisor better support you? Rate yourself in each performance category using the rubric below.

	Job Performance	Communication	Customer Service	Teamwork	Professionalism /Growth
	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth



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May					
	Self Reflection:				
June	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
July	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
August	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
September	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
October	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
November	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
December	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
January	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				



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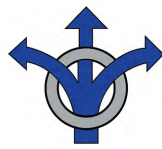
February	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
March	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				
April	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Self Reflection:				

Supervisor Reflection:

Each month, enter a rating for each category, 1-4. For any category with a rating below “3-Meets Expectation”, give an explanation of how the employee needs to show improvement. You may want to include any resources or supports being provided to the employee for the purpose of this improvement as well.

Rating Definitions

4 - Exceeds Expectations (3.1-4.0)	Performance exceeds normal job requirements. Clearly and consistently achieved most objectives beyond what was expected. Willing to go the “extra mile”. Contributed to the school’s success beyond expected levels. <u>To receive this rating the employee and/or supervisor must provide evidence of such. It is highly unusual for an employee to receive this rating multiple months in a row.</u>
3 - Meets Expectations (2.6-3.0)	Consistently achieves position objectives. Provides solid, competent performance. Initiative and good judgment consistently exercised. Contributes to the team in a positive manner. <u>This category is the standard expectation for performance.</u>
2 - Development Opportunity (1.6-2.5)	Performance generally meets position objectives, but inconsistently demonstrates sufficient knowledge and skills to achieve position objectives. An employee receiving this rating in any one category for 2 months in a row will be placed on an



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	improvement plan.
1 - Needs Improvement (any score below 1.6)	Demonstrates insufficient knowledge and skills. Work contains errors, requires follow up, results in harm to the organization, staff members, and or students.. Fails to meet the needs of the school and struggles in working with others. An employee receiving this rating on any given month for any category will be placed on an immediate improvement plan.

	Job Performance	Communication	Customer Service	Teamwork	Professionalism /Growth
May	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
June	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
July	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
August	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
September	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
October	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth



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	Reflection:				
November	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
December	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
January	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
February	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
March	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				
April	Job Performance	Communication	Customer Service	Teamwork	Professionalism/Growth
	Reflection:				

Final Evaluation

Job Performance	Enter Rating:	
<ul style="list-style-type: none"> • Demonstrates a clear understanding of all job tasks. • Uses time effectively for work activities (effectively plans and organizes work). • Timely completion of work that is accurate, thorough and neat. • Demonstrates cooperative and positive approach to work activities. • Understands and is committed to accomplishing school district goals. 		

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Comments/Examples:

Communication

Enter Rating:

- Demonstrates appropriate verbal and nonverbal communication skills.
- Written communications are clear and concise (i.e. emails).
- Is an active listener and checks for understanding to avoid confusion.
- Receives and responds to suggestions in a positive and tactful manner.
- Practices confidentiality guidelines at all times as set forth in the employee handbook.

Comments/Examples:

Customer Service

Enter Rating:

- Respectful and courteous to coworkers, students and community members.
- Takes action to meet needs and promote satisfaction.
- Conducts encounters using good problem solving skills and demonstrates flexibility by considering alternative solutions.

Comments/Examples:

Teamwork

Enter Rating:

- Builds strong relations with coworkers and supervisor.
- Effectively participates as a team member and displays commitment to team success.



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- Recognizes the value, efforts and contributions of others.
- Willingly assists others with their workload.
- Takes initiative and shares responsibility in problem solving and developing solutions.

Comments/Examples:

Professionalism / Growth

Enter Rating:

- Learns from experiences and initiates productivity improvements.
- Willingness to adapt to changing conditions, utilizing new technology and procedures.
- Engages in professional self-improvement by seeking training opportunities to enhance current skills or to learn new skills.
- Completes goal objectives.

Comments/Examples:

Overall Performance Comments (Specific Performance Examples):

Employee Comments (Optional):

Overall Rating Scale

Exceeds Expectations

Exceed (3.1-4.0) rating in 3 of 5 standards. No more than 1 Development Opportunity (1.6-2.5) and no Needs Improvement

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	rating (<1.6).
Needs Improvement	2 or more Development Opportunity (1.6-2.5) ratings OR 1 or more Needs Improvement (<1.6) rating in the above standards.
Meets Expectations	All other combinations result in an overall rating of Meets Expectations.

Overall Rating

Employee Signature:		Date:
Supervisor Signature:		Date:
<i>Note: Signature of employee is acknowledgement that performance was discussed and does not necessarily indicate agreement with the rating. Submission of additional comments by the employee is optional.</i>		

NOTE 1: Final evaluations are due to Jacob Brandau, CFO, each year by the second Tuesday of May. End of evaluation cycle meetings shall be held between supervisor and employee on or after May 1st of each year to ensure April is included in the evaluation.

NOTE 2: The evaluation cycle for administrators begins in May and ends in April of each calendar year. Final evaluations inform administrative contracts for the following year and so much be completed prior to this process.

NOTE 3: Any administrator on a unique contract cycle will have an alternative evaluation cycle meeting the needs of contract development. For example, Director of Communications and Marketing has a contract cycle January - December. Therefore, the evaluation cycle will be November to October each year.



Evaluation Plan - Teacher

Options Charter Schools Professional Evaluation Plan



Mission Statement

The Options Charter Schools provide a caring community to students seeking an alternative to the traditional high school program. Utilizing a variety of innovative approaches, we focus on the educational success as well as the health and wellness of each student. Our purpose is to develop responsible individuals who are skilled problem solvers and caring, productive citizens.

- In an intentional and purposeful way, each student is supported and valued at school

- Though high expectations are consistent for all, success is defined differently for each student.
- Teachers are most effective when empowered to innovate, create and inspire.

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Performance Evaluation Procedures

The primary purpose of the Performance Evaluation Plan is to promote continuous improvement in instruction for each of our students. The Performance Evaluation Procedures outlines the process and identifies the documents that will be used throughout this procedure. Communication between teachers and evaluators is an essential component in the success of realizing continuous professional growth among all employees of Options Charter Schools (OCS) This communication will identify the needs for individual and collective professional development programs, recognize high quality teaching performance, and inform recommendations related to current and future job status. The Performance Evaluation Procedure will be conducted in an open, cooperative process between the evaluator and teacher. The building principal assumes the responsibility of “evaluator” and for completing the official evaluation form.

1. The Professional Growth Framework (Appendix A) provides a framework outlining the expectations of teaching throughout OCS. At the beginning of each school year each teacher shall submit at least two (2), but no more than four (4), instructional and/or professional development goals. The Professional Growth Action Plan (Appendix D) and the accompanying forms (Appendices E and F) shall serve as the official documentation of the goals and progress towards accomplishing these goals.
2. The Professional Growth Framework (Appendix A) defines the instructional and professional expectations of OCS and serves as a guide to teachers and evaluators. Additional explanation of these expectations is included in the Summary of *The Art and Science of Teaching* (Appendix J). The Professional Growth Framework shall be used as the rubric to determine teacher effectiveness as required in IC 20-28-11.5.
3. Definitions:
 - a. A “Probationary” Teacher is a teacher who:
 - i. Serves under a contract as a teacher in a public charter or traditional school corporations; and

- ii. Has not received a rating in an evaluation under IC 20-28-11.5; or
 - iii. Earns a rating of ineffective in an evaluation under IC 20-28-11.5; or
 - iv. Has not earned three (3) ratings in a five (5) year period of effective or highly effective in an evaluation under IC 20-28-11.5.
 - v. A teacher who earns a rating of ineffective or improvement necessary, as defined in I.C. 20-28.11.5, shall develop, in conjunction with the evaluator, a Remediation Plan. The teacher shall have at most one semester, or up to ninety (90) school days if a semester is greater than 90 school days, to correct the deficiencies noted on the teacher's completed Performance Evaluation Results Form as required in I.C. 20-28-11.5-6(b). The teacher may use credits obtained for the purpose of license renewal in the Remediation Plan. Students assigned to a teacher with an ineffective rating will be notified as such via a letter home from administration.
 - vi. A teacher who earns a rating of ineffective may request a private conference with the superintendent or superintendent's designee by submitting the request in writing to the superintendent no later than five (5) days after receiving notice of the ineffective rating. The teacher is entitled to a private conference with the superintendent or the superintendent's designee.
- b. A "Professional" Teacher is a teacher who:
- i. Serves under a contract as a teacher in a public charter or traditional school corporation; and
 - ii. Earned a rating of effective or highly effective for at least three (3) years in a five (5) year or shorter period.
- c. An "Established" Teacher is a teacher who:
- i. Was employed by the school corporations prior to July 1, 2014.
 - ii. The teacher remains "Established" until enough evaluations under IC



20-28-11.5 have been completed to determine whether the teacher fits the definition of “Probationary” or “Professional” teacher.

- d. An “Evaluator” is a licensed administrator who:
 - i. Has received annual training provided by the corporation focused on teacher evaluations
4. In order to fulfill the primary purpose of the teacher evaluation procedure and determine progress on established goals, frequent classroom observations, which may be announced or unannounced, will need to be completed by evaluators in order to determine an accurate depiction of what each teacher does well and on what each one can improve in order to perfect her/his professional craft. Observations may take place in the following manner:
 - a. Classroom Walk-through – classroom visits less than 15 minutes in duration;
 - b. Intermediate Observation – classroom visits of at least 15 minutes and less than 30 minutes in duration.
 - c. Extended Observation – classroom visits of at least 30 minutes in duration.Each professional and established teacher shall be observed a minimum of five (5) times per school year with at least one of the classroom observations being an Extended Observation.
Each probationary teacher shall be observed a minimum of eight (8) times per school year with at least two (2) of the classroom observations being an Extended Observation and at least two (2) of the classroom observations being an Intermediate Observation.
5. In order to make the evaluation procedure yield accurate results and appropriate feedback for improvement, additional evidence may be requested of the teacher or voluntarily submitted by the teacher. Evidence may include, but not be limited to, lesson plans, assessment results, project samples, parent contact logs, meeting minutes, professional development attendance certificates, video recordings of classroom activities, notes from parents or students, etc.
6. The completed official Performance Evaluation Plan Results Form (Appendix G) shall be



placed and maintained in the teacher's personnel file. The form is to be signed by both the evaluator and the teacher. The teacher's signature does not necessarily indicate agreement with the evaluator's comments or decision.

7. In order to accurately and effectively accommodate the changes in the Indiana State Standards and the corresponding assessments along with other ongoing changes taking place at the state level, OCS will use the first three (3) years of the implementation process of this Performance Evaluation Plan to transition. The transition process shall include creating Tier 2 assessments for courses/grade levels. Additionally, an appropriate method for determining student achievement growth data, keeping in mind the unique mission of OCS and the students served, shall be developed. Additionally, because Tier 1 data will not be available until after the spring of a teacher's first year of service in OCS and because the Performance Evaluation Plan calls for utilizing three year rolling averages of data results, individual teacher data will not be used in determining the effectiveness of the teacher during the first year of OCS service. The Performance Evaluation Results shall be determined in the following manner:



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Data Requirements for All OCS Teachers with More Than One Year of OCS Service during the First Three Years of Implementation (2014-15, 2015-16, 2016-17)

- 80%** Based on the Results of Applying the Professional Growth Framework
- **15% Based on the Results of Domain 1 of the Professional Growth Framework**
 - **15% Based on the Results of Domain 2 of the Professional Growth Framework**
 - **35% Based on the Results of Domain 3 of the Professional Growth Framework**
 - **15% Based on the Results of Domain 4 of the Professional Growth Framework**
- 15%** Based on the Results of the School's Authorizer's Accountability Score
- 5%** Based on the Results of the School's State Accountability Score

Data Requirements for All OCS Teachers with One or More Years of OCS Service and with Access to Tier 1 Achievement Data in Implementation Years 4 and Beyond

- 70%** Based on the Results of Applying the Professional Growth Framework
- **15% Based on the Results of Domain 1 of the Professional Growth Framework**
 - **15% Based on the Results of Domain 2 of the Professional Growth Framework**
 - **25% Based on the Results of Domain 3 of the Professional Growth Framework**
 - **15% Based on the Results of Domain 4 of the Professional Growth Framework**
- 15%** Based on the Results of the School's Authorizer's Accountability Score
- 10%** Based on Individual Teacher Data (3-year rolling averages when applicable and available):
- 5%** Based on the Results of the School's State Accountability Score

**Data Requirements for all OCS Teachers during Their 1st OCS Year of Service
in All Implementation Years**

100% Based on the Results of Applying the Professional Growth Framework

- **15% Based on the Results of Domain 1 of the Professional Growth Framework**
- **15% Based on the Results of Domain 2 of the Professional Growth Framework**
- **55% Based on the Results of Domain 3 of the Professional Growth Framework**
- **15% Based on the Results of Domain 4 of the Professional Growth Framework**

**Data Requirements for All OCS Teachers with One or More Years of OCS
Service and with ZERO Access to Tier 1 Achievement Data in Implementation
Years 4 and Beyond**

70% Based on the Results of Applying the Professional Growth Framework

- **15% Based on the Results of Domain 1 of the Professional Growth Framework**
- **15% Based on the Results of Domain 2 of the Professional Growth Framework**
- **25% Based on the Results of Domain 3 of the Professional Growth Framework**
- **15% Based on the Results of Domain 4 of the Professional Growth Framework**

15% Based on the Results of the School's Authorizer's Accountability Score

**10% Based on Individual Teacher Data (3-year rolling averages
when applicable and available):**

5% Based on the Results of the School's State Accountability Score

8. A final performance evaluation rating shall be based on adding the respective scores from the Professional Growth Framework, School Authorizer Accountability Grade, School State



Accountability Grade, and when applicable, the individual teacher's data results. Evaluated employees will receive the completed evaluation and documented feedback within seven (7) business days from the completion of the evaluation. The table below summarized the rating categories by range of evaluation scores.

Rating Categories by Range of Evaluation Scores		
Score Range	OCS Rating	Rating According to I.C. 20-28-11.5
Less than 1.0	Ineffective	Ineffective
Greater than or equal to 1.0 and less than 1.9	Improvement Necessary	Improvement Necessary
Greater than or equal to 1.9 and less than 3.5	Effective	Effective
Greater than or equal to 3.5	Highly Effective	Highly Effective



Appendix A

Evaluation Rubric for Domains 1-4



Appendix B

Definitions of Data Types used in Performance Evaluation Plan

Tier 1 Assessments are required standardized assessments, such as, but not limited to, ISTEP, End of Course Assessments (ECA), and LAS Links.

Tier 2 Assessments are formative assessments or local assessments that are not standardized within large sample sizes but are standardized in terms of use within grade levels or subject areas. Example: Final exam or culminating project – agreed across corporation and approved by administration.

Level 1 Evidence of Preparedness are previously taken, required standardized assessments, such as but not limited to, ISTEP (8th grade) and ECA scores.

Level 2 Evidence of Preparedness are optional assessments that may show if a student is performing at grade level for a specific skill. Examples include NWEA and Accucess scores. Note: non-math/English courses may use NWEA and Accucess data to show preparedness levels if appropriate.

Level 3 Evidence of Preparedness are results from prior courses or tests or other data used to categorize the student's level of preparedness for the course. Examples may include but not limited to a student's risk level as defined in the Individual Service Plan (ISP), current grade in the course, previous grades in the course or previous grade in same content.

Steps to Define Preparedness and Categorize Students

Step 1: Select a course of which data will be collected. For courses with Tier 1 Assessments available those courses must be chosen. (Example: Algebra I, English 10 and Biology) If multiple sections of the course are being taught include all students from all sections to maximize the number of student available for year-long data.

Step 2: Identify Student Starting points by selecting five (5) signifiers to use to rate students and categorize them into high, medium, or low preparedness levels. Level 1 and Level 2 evidence must be included if available and are appropriate informers.

Step 3: Identify student starting points by placing students with no low categories into the high level of preparedness, students with one or two low categories into the medium level of preparedness, and students with three, four, or five low categories into the low level of preparedness. **Submit this to administration no later than Sept 15 each school year.**



Step 4: Following the administration of the targeted assessment, tally the results.



Student Data Rubric

4: Highly Effective

- All students in the high and medium readiness levels demonstrate proficiency.
- All students in the low readiness level demonstrate growth towards proficiency.

3: Effective

- All students in the high readiness level demonstrate proficiency.
- Most student (2/3) of the students in the medium readiness demonstrate proficiency.
- Most (2/3) students in the medium and low readiness levels that do not demonstrate proficiency demonstrate growth towards proficiency.

2: Needs Improvement

- More than half (1/2) of the students in the high and medium readiness levels demonstrate proficiency.
- More than half (1/2) of the students that do not demonstrate proficiency demonstrate growth towards proficiency.

1: Ineffective

- Less than the requirements for Needs Improvement.

Definitions

Proficiency – earning a passing score on the designated assessment

Growth – A student may show academic growth by moving from low in a preparedness category to good, demonstrating improvement towards being prepared or by improving his/her score on the designated assessment if retesting.

Appendix C

Student Data Collection Worksheet

Grade Level/Subject:

Teacher:

Level of Preparedness	Evidence Collect & Cut Scores Used	Possible Sources of Evidence
High (Students' prerequisite skills or knowledge are ahead of where they need to be starting this course.) Student Names [# of students]	0/5 Categories are low 1. 2. 3. 4. 5.	Level 1 Evidence of Preparedness: previously taken, required standardized assessments, such as but not limited to, ISTEP (8th grade) and ECA scores. Level 2 Evidence of Preparedness: optional assessments that may show if a student is performing at grade level for a specific skill. Examples include NWEA and Accucess scores. Note: non-math/English courses may use NWEA and Accucess data to show preparedness levels if appropriate.
Medium (Students' prerequisite skills or knowledge are where they need to be starting this course.) Student Names [# of students]	1/5 or 2/5 Categories are low 1. 2. 3. 4. 5.	Level 3 Evidence of Preparedness: results from prior courses or tests or other data used to categorize the student's level of preparedness for the course. Examples may include but no limited to a students risk level as defined in the Individual Service Plan (ISP), current grade in the course, previous grades in the course or previous grade in same content.
Low (Students' prerequisite skills or knowledge are below where they need to be starting this course) Student Names	3/5 or 4/5 or 5/5 Categories are low 1. 2. 3. 4. 5.	



[# of students]		
-----------------	--	--



Student Data Collection

EXAMPLE DATA



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Appendix D

Classroom Observation Tools

Classroom Observation Tools will be used to inform the rating on the final evaluation rubric using Domains 1-4. Other artifacts may be requested or submitted by choice. Items may include professional development summaries, parent contact logs, intervention logs, description of additional duties performed, etc.

Tallying Observation Data

Categories from the Walk-through and Intermediate Observation Tools will be given point values as follows. At the end of the school year an average score will be calculated to help inform the final evaluation rubric.

Teacher Name: _____ Observer: _____ Date: _____

Time in Room: _____				Time out of Room: _____				Class: _____							
Domain 1 – Planning and Preparation								Domain 2 – Classroom Environment							
Effective*				Developing		Ineffective		Effective*				Developing		Ineffective	
Shows enthusiasm for lesson		Applies Interdisciplinary connections		Developing knowledge of content		Little knowledge of content		Promoting pride in work – max effort		Celebrates academic work		Praising some		Students not engaged	
Differentiation Instruction		Resources directly connected to content		Resources relate but not directly connected		Inappropriate resources used or lack of appropriate resources		Creative use of time for all students		Students asking relevant and meaningful questions		Students hesitant to ask questions		No routines or procedures	
Differentiation in resources		Posted objectives		Whole class learning		Does not show knowledge of student needs		Students encouraged to ask probing questions		Time on task is high		Significant amt of direction needed for transitions or procedures		No standards of conduct	
Seamless transitions		Evidence of Scaffolding								Creative use of space		Inconsistent monitoring		Failure to monitor student behaviors	
Domain 3 – Classroom Strategies								Comments							
Effective*				Developing		Ineffective									
Students independently recognize connections		Specific learning objectives communicated		Nonspecific learning goals communicated		No learning goals communicated									
Mid-lesson corrections when needed		Measureable goals		Strategies inconsistent with learning goals		No connection to prior knowledge									
Students asking higher order questions		Organized presentation		Challenges some but misses some due to no differentiation		Rarely checks for understanding									
Teacher questioning achieves higher order thinking		Collaborative groups													

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4 pts

3 pts

1 pt

4 pts

3 pts

1 pt

4 pts

3 pts

1 pt



Teacher Name: _____

Observer: _____

_____ Date: _____

Time in Room: _____ Time out of Room: _____ Class: _____

Domain 1 – Planning and Preparation			Domain 2 – Classroom Environment		
Effective		Developing	Effective		Developing
Shows enthusiasm for lesson	Applies interdisciplinary connections	Developing knowledge of content	Promoting maximum effort and pride in work	Celebrates academic work	Praising some
Evidence of differentiated Instruction	Resources directly connected to content	Resources relate but not directly connected	Creative use of time for all students	Students asking relevant and meaningful questions	Students hesitant to ask questions
Differentiation of resources	Posted objectives	Whole class learning	Students encouraged to ask probing questions	Time on task is high	Significant amt of direction needed for transitions or procedures
Seamless transitions	Evidence of scaffolding			Creative use of space	Inconsistent monitoring
Domain 3 – Classroom Strategies			Comments		
Effective		Developing			
Students independently recognize connections	Specific learning objectives communicated	Nonspecific learning goals communicated			
Mid-lesson corrections when needed	Measureable goals	Strategies inconsistent with learning goals			
Students asking higher order questions	Organized presentation	Challenges some but misses some due to no differentiation			
Teacher questioning achieves higher order thinking	Collaborative groups				
	On-going assessment of student learning				

Teacher Feedback:

1. Challenges encountered in achieving today's lesson objective:



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2. Successes encountered in achieving today's lesson objective:

3. Teacher Reflection:

4. Student Engagement. Were all students engaged? If not, why?



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Domain 1 – Planning and Preparation				Domain 2 – Classroom Environment			
Effective*		Developing	Ineffective	Effective*		Developing	Ineffective
Shows enthusiasm for lesson	Applies interdisciplinary connections	Developing knowledge of content	Little knowledge of content	Promoting maximum effort and pride in work	Celebrates academic work	Praising some	Students not engaged
Evidence of differentiated Instruction	Resources directly connected to content	Resources relate but not directly connected	Inappropriate resources used or lack of appropriate resources	Creative use of time for all students	Students asking relevant and meaningful questions	Students hesitant to ask questions	No routines or procedures
Differentiation of resources	Posted objectives	Whole class learning	Does not show knowledge of student needs	Students encouraged to ask probing questions	Time on task is high	Significant amt of direction needed for transitions or procedures	No standards of conduct
Seamless transitions	Evidence of scaffolding				Creative use of space	Inconsistent monitoring	Failure to monitor student behaviors

Domain 3 – Classroom Strategies			
Effective*		Developing	Ineffective
Students independently recognize connections	Specific learning objectives communicated	Nonspecific learning goals communicated	No learning goals communicated
Mid-lesson corrections when needed	Measureable goals	Strategies inconsistent with learning goals	No connection to prior knowledge
Students asking higher order questions	Organized presentation		Rarely checks for understanding
Teacher questioning achieves higher order thinking	Collaborative groups	Challenges some but misses some due to no differentiation	
	On-going assessment of student learning		

Narrative:





Teacher Feedback:

1. Challenges encountered in achieving today's lesson objective:

2. Successes encountered in achieving today's lesson objective:

3. Teacher Reflection:

4. Student Engagement. Were all students engaged? If not, why?

Use of Resources	Transitions
Application of Content	Learning Objectives

<p>Student Engagement</p>	<p>Physical Arrangement of Space</p>
<p>Student Behavior</p>	<p>Classroom Procedures</p>

Teacher/Student Interactions

Appendix E

Professional Growth Action Plan

Each teacher shall develop a Professional Growth Plan, which includes at least two instructional/professional goals prior to September 15. These goals are to be submitted to the administrator who will then meet with the teacher prior to the end of October to discuss the Professional Growth Plan. At this conference, the teacher may revise the goals. Also the administrator may identify a goal(s) to assist the teacher's educational growth. Whenever possible, the goals should be related to the Professional Growth Framework and/or the School Action Plan for Continuous Improvement. Joint teacher-administrator decisions will be made as to the relevance, scope, and nature of the Professional Growth Plan. A meeting with the teacher and administrator will be prior to May 15 to discuss progress of the teacher's Professional Growth Plan. Each goal should be in the format of SMART goals.

Goal Writing Process

An important component of the Options Charter Schools Performance Evaluation Plan is developing goals for the Professional Growth Action Plan. The process begins with reflection by the teacher on improving her/his instructional effectiveness and leadership. It culminates in a document that represents SMART goals. SMART goals are **S**pecific, **M**easurable, **A**chievable, **R**esults-oriented, and **T**ime-bound.

SMART Goals

S - specific, significant, stretching

- Well defined
- Clear to anyone that has a basic knowledge of the project

M - measurable, meaningful, motivational

- Know if the goal is obtainable and how far away completion is
- Know when it has been achieved

A - attainable, achievable, acceptable, action-oriented

- Agreement with all the stakeholders what the goals should be

R - realistic, relevant, reasonable, rewarding, results-oriented

- Within the availability of resources, knowledge and time

T - time-based, timely, tangible, trackable

- Enough time to achieve the goal
- Not too much time – the goal and the pace must remain meaningful

Definition of Terms

Instructional Goals	Goals related to the teacher/student relationship (i.e., pedagogy, learning environment, student assessment, use of data, media/technology, differentiating/curriculum, etc. For the most part, items in Domains 1, 2, and 3 of the Professional Growth Framework comprise a guide to professional goals.)
Professional Goals:	Goals related to increasing knowledge of the teaching/learning process (i.e., participation in professional learning opportunities, graduate courses, professional organizations, etc. For the most part, items in Domain 4 of the Professional Growth Framework comprise a guide to professional goals.)
The Stated Goals could include:	Individual, team, building, or district goals which result in continuous improvement of student learning.
The Time Line should include:	Anticipated starting date of the plan and an indication of when each milestone will be reached during the completion of the plan.
The Methods/ Strategies could include:	Action research, coaching, video recording, self-assessment, mentoring, college courses related to current assignment, simulations, workshops, visitation days, conferences, classroom observations, teacher academies, etc.)
Indicators of Progress could include:	Professional portfolios, student work portfolios, video recordings of class activities, peer observation, principal observation, parent responses, student responses, statistical measures, performance assessment (data), case study analysis, benchmarks, presentations at workshops, etc.)
Resources/ Support could include:	Classroom materials, student materials, journals, workshops, books, collegial time, appropriate



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	technology, mentoring, collegial support, release time, administrative support, etc.
--	--

Appendix F

Professional Growth Action Plan Form – Goal 1

Teacher's Name:	School Year:	
Content Area/Assignment:		
Check Goal Category:	Instructional Goal: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Professional Development
Goal: <input type="checkbox"/>		
Goal 1:		
Describe how accomplishing this goal will improve student learning:		
Describe how accomplishing this goal will improve your professional performance:		



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Action Plan for accomplishing the goal:

Timeline for implementing the action plan and for accomplishing the goal:

Describe indicators/evidence of progress towards accomplishing the goal:

Describe the resources/support that you anticipate needing in order to accomplish the goal:

Staff Member Signature:

Administrator Signature:

Date:

Date:

Professional Growth Action Plan Form – Goal 2

Teacher's Name:

School Year:

Content Area/Assignment:

Check Goal Category:
Goal: ☐

Instructional Goal: ☐

Professional Development

Goal 1:



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Describe how accomplishing this goal will improve student learning:

Describe how accomplishing this goal will improve your professional performance:

Action Plan for accomplishing the goal:

Timeline for implementing the action plan and for accomplishing the goal:

Describe indicators/evidence of progress towards accomplishing the goal:

Describe the resources/support that you anticipate needing in order to accomplish the goal:

Staff Member Signature:

Administrator Signature:

Date:

Date:

Professional Growth Action Plan Form – Goal 3

Teacher's Name:


School Year:


Content Area/Assignment:



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BELONG. BELIEVE. ACHIEVE.

Check Goal Category:
Goal: 

Instructional Goal: 

Professional Development

Goal 1:

Describe how accomplishing this goal will improve student learning:

Describe how accomplishing this goal will improve your professional performance:

Action Plan for accomplishing the goal:

Timeline for implementing the action plan and for accomplishing the goal:

Describe indicators/evidence of progress towards accomplishing the goal:

Describe the resources/support that you anticipate needing in order to accomplish the goal:

Staff Member Signature:

Administrator Signature:

Date:



Date:

Professional Growth Action Plan Form – Goal 4



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BELONG. BELIEVE. ACHIEVE.

Teacher's Name:	School Year:
Content Area/Assignment:	
Check Goal Category: Goal: 	Instructional Goal:  Professional Development
Goal 1:	
Describe how accomplishing this goal will improve student learning:	
Describe how accomplishing this goal will improve your professional performance:	
Action Plan for accomplishing the goal:	
Timeline for implementing the action plan and for accomplishing the goal:	
Describe indicators/evidence of progress towards accomplishing the goal:	
Describe the resources/support that you anticipate needing in order to accomplish the goal:	
Staff Member Signature:	Administrator Signature:
Date:	Date:



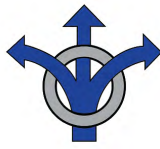
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Appendix G

Professional Growth Action Plan Summary Form

Teacher's Name:	School Year:
Content Area/Assignment:	
List the Goals of the Professional Growth Action Plan:	
Provide a summary of the process used to achieve your goals:	
Describe how your Professional Growth Action Plan improved student learning. Please include supporting evidence.	
Describe how your Professional Growth Action Plan improved your professional practice Please include supporting evidence.	
Teacher Comments:	



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Administrator Comments:

Staff Member Signature:

Administrator Signature:

Date:

Date:

Appendix H

Performance Evaluation Plan Results Form

Years 1-3 of Implementation

Teacher Name:

School Year:

Content Area/Assignment:

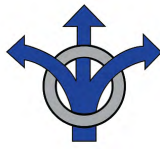
Evaluation Rubric
Total Score (80%)

Authorizer's
Accountability Rubric
Total Score (15%)

State Accountability
Rubric
Total Score (5%)

Overall Evaluator Comments:

Overall Teacher Comments:



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Total Evaluation Score =

Evaluation Rating per IC
20-28-11.5

Staff Member Signature:

Administrator Signature:

Date:

Date:

Individual Data Score Summary

Teacher's Name:

School Year:

Content Area/Assignment:

Total Evaluation Score based on application of the Professional Growth Framework = _____

Overall Score for Domain 1 (15% of the Total Evaluation Score) = _____

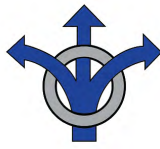
1a = _____ 1b = _____ 1c = _____ 1d = _____ 1e = _____

Overall Score for Domain 2 (15% of the Total Evaluation Score) = _____

2a = _____ 2b = _____ 2c = _____ 2d = _____ 2e = _____

Overall Score for Domain 3 (35% of the Total Evaluation Score) = _____

3a = _____ 3b = _____ 3c = _____ 3d = _____ 3e = _____ 3f = _____



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BELONG. BELIEVE. ACHIEVE.

Overall Score for Domain 4 (15% of the Total Evaluation Score) = _____

4a = _____ 4b = _____ 4c = _____ 4d = _____ 4e = _____ 4f = _____

4g = _____ 4h = _____ 4i = _____ 4j = _____ 4k = _____

Total Evaluation Score based on application of the Individual Data = _____

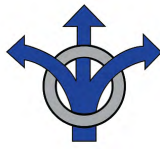
Tier 1 = _____ Tier 2 = _____ Tier 3 = _____ Tier 4 = _____

Appendix I

Performance Evaluation Plan Results Form

Year 4 of Implementation and beyond

Teacher Name:		School Year:
Content Area/Assignment:		
Evaluation Rubric Total Score (70%) _____	Overall Evaluator Comments:	
Authorizer's Accountability Rubric Total Score (15%) _____		



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Teacher Data
Total Score (10%)

State Accountability
Rubric
Total Score (5%)

Total Evaluation Score =

Evaluation Rating per IC
20-28-11.5

Overall Teacher Comments:

Staff Member Signature:

Date:

Administrator Signature:

Date:

Individual Data Score Summary

Teacher's Name:

School Year:

Content Area/Assignment:

Total Evaluation Score based on application of the Professional Growth Framework = _____

Overall Score for Domain 1 (15% of the Total Evaluation Score) = _____

1a = _____ 1b = _____ 1c = _____ 1d = _____ 1e = _____

Overall Score for Domain 2 (15% of the Total Evaluation Score) = _____



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BELONG. BELIEVE. ACHIEVE.

2a = _____ 2b = _____ 2c = _____ 2d = _____ 2e = _____

Overall Score for Domain 3 (35% of the Total Evaluation Score) = _____

3a = _____ 3b = _____ 3c = _____ 3d = _____ 3e = _____ 3f = _____

Overall Score for Domain 4 (15% of the Total Evaluation Score) = _____

4a = _____ 4b = _____ 4c = _____ 4d = _____ 4e = _____ 4f = _____

4g = _____ 4h = _____ 4i = _____ 4j = _____ 4k = _____

Total Evaluation Score based on application of the Individual Data = _____

Tier 1 = _____ Tier 2 = _____ Tier 3 = _____ Tier 4 = _____

Appendix J

Performance Evaluation Remediation Plan Form

Teacher's Name:

School Year:

Content Area/Assignment:

In what areas was the teacher found to be deficient as documented on the Performance Evaluation Plan Results:



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Action Plan for correcting the deficiencies:

Timeline for correcting the deficiencies (at most one semester, or no more than 90 school days if one semester exceeds ninety (90) days per IC 20-28-11.5-6(b)):

Describe indicators/evidence of progress towards accomplishing the goal:

Describe the resources/support that you anticipate needing in order to accomplish the goal:

Staff Member Signature:

Administrator Signature:

Date:

Date:

Appendix K

A Summary of The Art and Science of Teaching by Robert Marzano





Evaluation Plan - Non Certified Non Administrator

[Employee Name]

[Job Title]

Direct Supervisor: [Name]

Job Description: [full job description here]

Standing Meetings:

[include any standing meetings you hold each month so that if someone had to cover for you in an emergency he/she would know who to notify of your absence]

Continuous Job Responsibilities

[bulleted list of your continuous job responsibilities as defined by your job description. Any website logins and passwords that are important to these duties should be included here.] (By Semester, Quarterly, Annually, As Needed, Weekly, Daily, During School Breaks, etc.)

- Daily Responsibilities
 - .
- Monthly Responsibilities

Projects

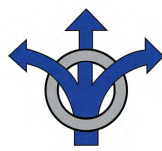
In the spaces below, identify the major projects/goals you'll be working towards during the evaluation period. Use the charts below each goal to track your progress.

Action Goal 1:

- [SMART Goal]
 - Objectives to go with the parent goal

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Action Goal 2:



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BELONG. BELIEVE. ACHIEVE.

- [SMART Goal]
 - Objectives to go with the parent goal

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Action goal 3:

- [SMART Goal]
 - Objectives to go with the parent goal

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Monthly Self Reflection

Employee Self Reflection:

Use the space below to self reflect on your performance each month. What has gone well? What are your goals for the following month? In what areas do you need assistance? How can your supervisor better support you? Rate yourself in each performance category using the rubric below.

	Job Performance	Communication	Customer Service	Teamwork	Professionalism /Growth
August					



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	Self Reflection:				
September					
	Self Reflection:				
October					
	Self Reflection:				
November					
	Self Reflection:				
December					
	Self Reflection:				
January					
	Self Reflection:				
February					
	Self Reflection:				
March					
	Self Reflection:				
April					
	Self Reflection:				

Supervisor Reflection:

Each month, enter a rating for each category, 1-4. For any category with a rating below “3-Meets Expectation”, give an explanation of how the employee needs to show improvement. You may want to include any resources or supports being provided to the employee for the purpose of this improvement as well.

Rating Definitions

4 - Exceeds Expectations (3.1-4.0)	Performance exceeds normal job requirements. Clearly and consistently achieved most objectives beyond what was
---------------------------------------	--

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530 West Carmel Dr. | Carmel, IN 46032 | *phone:* 317.815.2098

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	<p>expected. Willing to go the “extra mile”. Contributed to the school’s success beyond expected levels. <u>To receive this rating the employee and/or supervisor must provide evidence of such. It is highly unusual for an employee to receive this rating multiple months in a row.</u></p>
3 - Meets Expectations (2.6-3.0)	<p>Consistently achieves position objectives. Provides solid, competent performance. Initiative and good judgment consistently exercised. Contributes to the team in a positive manner. <u>This category is the standard expectation for performance.</u></p>
2 - Development Opportunity (1.6-2.5)	<p>Performance generally meets position objectives, but inconsistently demonstrates sufficient knowledge and skills to achieve position objectives. An employee receiving this rating in any one category for 2 months in a row will be placed on an improvement plan.</p>
1 - Needs Improvement (any score below 1.6)	<p>Demonstrates insufficient knowledge and skills. Work contains errors, requires follow up, results in harm to the organization, staff members, and or students.. Fails to meet the needs of the school and struggles in working with others. An employee receiving this rating on any given month for any category will be placed on an immediate improvement plan.</p>

	Job Performance	Communication	Customer Service	Teamwork	Professionalism /Growth
August					
	Reflection:				
September					
	Reflection:				
October					
	Reflection:				
November					
	Reflection:				



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December					
	Reflection:				
January					
	Reflection:				
February					
	Reflection:				
March					
	Reflection:				
April					
	Reflection:				

Final Evaluation

Job Performance	Enter Rating:	
<ul style="list-style-type: none">• Demonstrates a clear understanding of all job tasks.• Uses time effectively for work activities (effectively plans and organizes work).• Timely completion of work that is accurate, thorough and neat.• Demonstrates cooperative and positive approach to work activities.• Understands and is committed to accomplishing school district goals. <p>Comments/Examples:</p>		

Communication	Enter Rating:	
<ul style="list-style-type: none">• Demonstrates appropriate verbal and nonverbal communication skills.• Written communications are clear and concise (i.e. emails).• Is an active listener and checks for understanding to avoid confusion.• Receives and responds to suggestions in a positive and tactful manner.		



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- Practices confidentiality guidelines at all times as set forth in the employee handbook.
- Comments/Examples:

Customer Service	Enter Rating:	
<ul style="list-style-type: none">• Respectful and courteous to coworkers, students and community members.• Takes action to meet needs and promote satisfaction.• Conducts encounters using good problem solving skills and demonstrates flexibility by considering alternative solutions. <p>Comments/Examples:</p>		

Teamwork	Enter Rating:	
<ul style="list-style-type: none">• Builds strong relations with coworkers and supervisor.• Effectively participates as a team member and displays commitment to team success.• Recognizes the value, efforts and contributions of others.• Willingly assists others with their workload.• Takes initiative and shares responsibility in problem solving and developing solutions. <p>Comments/Examples:</p>		

Professionalism / Growth	Enter Rating:	
<ul style="list-style-type: none">• Learns from experiences and initiates productivity improvements.		



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- Willingness to adapt to changing conditions, utilizing new technology and procedures.
- Engages in professional self-improvement by seeking training opportunities to enhance current skills or to learn new skills.
- Completes goal objectives.

Comments/Examples:

Overall Performance Comments (Specific Performance Examples):

Employee Comments (Optional):

Overall Rating Scale

Outstanding	Outstanding rating in 4 of 5 standards with the remaining rating no less than Exceeds Expectations (3).
Exceeds Expectations	Outstanding(5) and/or Exceed(4) rating in 3 of 5 standards. No more than 1 Development Opportunity and no Needs Improvement rating.
Needs Improvement	2 or more Development Opportunity ratings OR 1 or more Needs Improvement rating in the above standards.
Meets Expectations	All other combinations result in an overall rating of Meets Expectations.

Overall Rating



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Employee Signature:		Date:
Supervisor Signature:		Date:
<i>Note: Signature of employee is acknowledgement that performance was discussed and does not necessarily indicate agreement with the rating. Submission of additional comments by the employee is optional.</i>		

NOTE 1: Final evaluations are due to Jacob Brandau, CFO, each year by the second Tuesday of May. End of evaluation cycle meetings shall be held between supervisor and employee on or after May 1st of each year to ensure April is included in the evaluation.

NOTE 2: The evaluation cycle for administrators begins in May and ends in April of each calendar year. Final evaluations inform administrative contracts for the following year and so much be completed prior to this process.

NOTE 3: Any administrator on a unique contract cycle will have an alternative evaluation cycle meeting the needs of contract development. For example, Director of Communications and Marketing has a contract cycle January - December. Therefore, the evaluation cycle will be November to October each year.



Attachment 21
Teacher and Staff Compensation and Benefits Programs



COMPENSATION

Salary

A base annual pay will be established at the time of hire. Base annual pay will be calculated based on a Base Salary that is calculated from years of experience. Additional multipliers will be added based on degrees, additional licensures, leadership roles, and other multipliers determined by the Executive team. Stipends for extra duties will also be added as approved by the Executive team. Increases in pay may result as part of the evaluation processes. Members of employment categories (3) Certified Teaching Staff, and (4) Non-Certified Teaching Staff.

Additional Compensation

The Board shall pay the “Member’s Contribution” to the Indiana State Teachers’ Retirement Fund (TRF) or the Public Employees Retirement Fund (PERF) for eligible employees who decide to participate.

The Board shall pay 8.5% of the annual salary to the qualified 403(b) annuity savings plan to TRF and PERF eligible employees who elect not to participate in TRF or PERF. The Board has the exclusive right to choose the management organization for these funds.

The Board shall pay a 1% of the annual salary to qualified 403(b) annuity savings plan if the full-time employee matches or exceeds the 1% Board contribution. The Board has the exclusive right to choose the management organization for these funds.

Pay Periods

Pay will be electronically deposited in the eligible financial institution chosen by the employee. The number of pay periods shall be twenty-four (24). Pay days will be on the 5th and 20th of each month, unless those dates fall on weekends or holidays. When the pay days fall on weekends or holidays, the pay shall be deposited on the closest day preceding the 5th or 20th of the month.

Salary Adjustments

Upon recommendation of the building principal, and with the approval of the Executive team, teachers may be assigned hourly rate teaching duties for homebound students, or classes taught outside of the contracted teaching day.

Teachers on summer teaching assignments will be paid based on the hourly rate for each hour they attend and teach summer school. Teachers will be compensated for up to four hours of unavoidable absence during the summer session. Absence beyond four hours will be deducted from the summer school teaching contract.

The teacher's daily rate shall be determined by the teacher's contract salary divided by the number of contracted days. The teacher's hourly rate shall be determined by dividing the daily rate by 6.

Benefits

Group Medical, Dental, and Long-Term Disability Programs

Employees may elect to participate in these programs by notifying the Executive team during the open enrollment periods. Employees may opt-out of such programs at any time. The open enrollment period is thirty days prior to and following the anniversary date.

Employee contributions for the 2020-2021 school year are as follows:

PER MONTH (1/2 EACH PAY) Teachers (Please see CFO if you have questions.)

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Navigate Plan	\$160.00	\$325.00	300.00	\$410.00
Vision	\$7.94	\$15.06	\$17.60	\$24.82

UHC Navigate Plan

Individual Deductible \$1500 per year

Family Deductible \$3000 per year

Primary Physician Visit Paid 100% after \$25 co-payment

Physician Visit (with referral) Paid 100% after \$50 co-payment

Go to myuhc.com for additional information about coverage

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Premier Plan	\$185.00	\$360.00	334.00	\$445.00
Vision	\$7.94	\$15.06	\$17.60	\$24.82

UHC Premier Plan

Individual Deductible \$1000 per year

Family Deductible \$2000 per year

Primary Physician Visit Paid \$0 for under 19 years, \$15 for over 19 and 100% after the

Copay

Specialist Visit Paid 100% after \$50 co-payment for Premium doctors or \$100 for all other Choice network doctors

Go to myuhc.com for additional information about coverage

	SINGLE	EMP. + SPOUSE	EMP. +CHILD(REN)	EMP. + FAMILY
UHC Choice PPO Plan	\$193.00	\$377.00	349.00	\$465.00
Vision	\$7.94	\$15.06	\$17.60	\$24.82

UHC Choice PPO Plan

Individual Deductible \$500 per year

Family Deductible \$1000 per year

Primary Physician Visit Paid 100% after \$25 co-payment

Physician Visit (with referral) Paid 100% after \$50 co-payment

Go to myuhc.com for additional information about coverage

PER MONTH (1/2 EACH PAY) All Staff

	SINGLE	EMP. + SPOUSE	EMP. + FAMILY
Dental	\$10.00	\$15.00	\$20.00

These rates and employee share of costs apply through August 30th, 2021.

Principal Insurance Dental Plan

Contract Year Deductible \$50

Preventive Services 100% coverage

Basic Services 80% coverage (after deductible is met, max 3 per family including major)

Major Services 50% coverage (after deductible is met, max 3 per family including basic)

\$2000 calendar year maximum per person
\$1000 Orthodontic lifetime maximum benefit per person

Group Payroll Deductions for Elective Insurance (AFLAC)

Employees may elect to participate in additional insurance coverage through American Family Life Assurance Company (AFLAC) and Washington National Insurance. The employee pays costs of this program through payroll deduction.

Group Life Insurance

The Board shall pay for a Group-Term Life insurance policy in the amounts listed below:

	LIFE INSURANCE
Tier 1	\$50,000

*Additional voluntary life insurance is available to each employee, paid for by the employee, and may be added during open enrollment periods.

Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any full-time employee so requesting. The monies set aside for Section 125 benefits will include medical, dental, vision, non-reimbursed medical expenses, and any premium payment the teacher makes for the aforementioned policies, and dependent care. The teacher will pay the cost of the plan. Such contributions shall be deducted from teacher pay in twenty-four (24) equal installments.

Sick Days

Employees shall be entitled to be absent from work without loss of compensation due to personal illness, family illness, injury, quarantine, or pre-arranged medical appointments. These will collectively be referred to as "sick days." Sick days will be assigned as follows:

- Ten (10) days will be granted the first year. Eight (8) days will be granted each year thereafter.
- Unused sick days shall accumulate and may be used in subsequent years.
- Sick days will not be converted to compensation when a contract is terminated, terminates, or when the employee retires.
- All sick days accumulated in the last Indiana School District in which the employee taught are transferable to the teacher's Options Charter School employment record at the rate of three (3) days per year beginning the second year of employment. The employee is responsible for making this request to the president or his designee annually.
- Sick days may be taken in half-day segments.
- Sick days taken to extend a holiday or school vacation must be accompanied with a Dr's note or administrator approval.

- Staff that participates in the Evening Program will receive additional sick days based on how many days a week they work in the Evening Program. Please see table below:
- DUE to COVID 19, there are additional sick time benefits through the FFCRA. Please see this [link](#).

Personal Business Days

Each teacher shall be entitled to four (4) personal business days for the transaction of personal business affairs, and/or attending to family matters during each year of employment without loss of compensation for such absence. No reason shall be needed other than “personal business” for the use of these days.

If by the end of the school year a teacher has not used any of the personal business days available for that year, he/she may carry one (1) forward to the next school year as an additional personal business day. No teacher shall accumulate more than five (5) personal business days for any contract year.

It is not the intent that personal business days or sick days be used for the purpose of extending a holiday and/or school vacation. The building principal must approve requests for use of personal business days.

Staff members working the evening program will also receive one additional personal day for every 3-hours/week they are assigned. The evening session is considered 1/2 day if they must miss. Please see table below:

Evening Program nights working per week(3 hours per night)	Additional Personal days received for the year
1	1
2	2
3	3
4	4

Professional Leave Days

A teacher may request leave for professional day(s) to attend conferences and/or educational workshops, or to visit other schools. The principal in collaboration with the president may 1) approve the request with the associated costs paid by the teacher, 2) approve the request with shared financial contributions between teacher and the Board, 3) approve the request as funded by the Board, or 4) deny the request.

A teacher who has used professional leave shall, upon request by the principal or president, provide a written or oral report to a designated audience.

If the request for professional day(s) is made at least 60 days prior to the date of such leave, the corporation will pay in advance for airfare expenses. Otherwise, expenses shall be reimbursed within sixty (60) days of the receipt of those expenses as received by the central office administration.

Administrative Vacation Days

Employees assigned administrative contracts receive 25 paid vacation days annually. Vacation days are noncumulative and are renewed at the beginning of each contract.

Vacations will not be accepted as a reason job duties were not completed on time or to the best of the employee's ability. Administrators should use their best judgment when deciding appropriate dates to use vacation days as well as adhere to the following general guidelines when planning their time off.

- School-level administrators, working directly with students on a daily basis, should minimize vacation days used while students are in session. Any vacation extending past 3 days during the student calendar needs a prior written approval from the administrator's direct supervisor along with a plan of building supervision and support while absent.
- Long-term consecutive vacations can cause a strain on the organization any time of year and should be avoided. Any vacation request that extends 10 consecutive days needs to be pre approved by the employee's direct supervisor and must include a plan outlining how the employee's job performance will continue to be effective.
- Time prior to the start of a school year and following the close of a school year require significant work from the administrative team. No vacation days, other than those pre approved by the employee's direct supervisor, will be approved during the 5 days preceding and 2 days following a given school year.
- One benefit of being a part of the administrative team is the ability to work from home on Mondays of each week. Work from home days, however, should not extend any extended vacation. For example, an employee taking vacation days on Monday-Friday should return physically to work on Monday the following week unless the vacation extends into the following week. Work from home days are professional work days and should not be used to extend a vacation in any way.

Each administrator is responsible for ensuring appropriate coverage is in place for any duties that need it during a planned absence. It is best practice to communicate this plan with your direct supervisor and receive verbal approval for any extended vacation prior to submitting the official request form.

Administrative Paid Holidays

Options Charter Schools offers nine (9) paid holidays to employees on administrative contracts. These paid holidays do not need to be submitted as vacation days for the employees. Any paid

holiday that falls on Saturday will be taken on the Friday immediately prior and any paid holiday that falls on a Sunday will be taken on the Monday immediately following. For holidays that fall on consecutive days, if the second of the two paid days falls on a Saturday, the paid holiday will be observed Thursday/Friday. If the first of the two paid days falls on a Sunday, the holiday will be observed Monday/Tuesday. The nine (9) paid holidays are listed below.

New Years Eve	Thanksgiving
New Years Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Bereavement Leave

For a death in the immediate family, the employee is entitled to five (5) contract days that do not need to be taken successively. The immediate family is defined as spouse, parent, child, brother, sister, and each similar relationship defined by marriage. For a death in the extended family, the employee is entitled to three (3) contract days. The extended family is defined as grandparents, grandchildren, aunts, uncles, cousins and each similar relationship established by marriage. If more than one death should occur at a time, additional days may be allotted.

Unpaid Leave Days

All Options' employees are given extensive leave time and are expected to use their leave time in a judicious manner. In the event that an employee is out of leave time and seeks leave days outside the scope of the sick bank, unpaid leave can be an option.

Any requests for unpaid leave should be forwarded to the executive team through your direct supervisor for consideration. The executive team considers requests such as research sabbaticals or long-term family or self-care as examples of appropriate requests for unpaid leave time. Conversely, requests for time to extend vacations or additional personal day requests are examples of inappropriate requests for unpaid leave time. Options continues to be a family-first organization and will consider extenuating circumstances as they are presented to the executive team.

If a long-term unpaid leave is granted, upon return from the approved unpaid leave, the employee may be eligible to receive the next open position to which he/she is qualified to fulfill. During the approved long-term unpaid leave, the employee must pay the full health, dental and vision policy premium to which he/she subscribes.

If unpaid leave is not approved, any days missed may result in disciplinary action up to and possibly including termination.

Definitions:

- Long-term leave is considered to be any leave that spans the length of one academic semester or longer.
- Short-term leave is considered to be any leave that is less than one academic semester.

Maternity/Paternity Leave

An employee who is pregnant is entitled to use her available sick days during her pregnancy or upon the birth of her child, and extending until her doctor certifies that she is able to return to work. After the teacher has used her available paid leave days, the employee shall receive benefits if the full amount is paid by the employee.

A teacher may elect to take an unpaid leave of absence for maternity / paternity leave after the birth of their child. This leave will be for a maximum of two semesters after the request. During the maternity/ paternity leave, the employee must pay the full health, dental and vision policy premium.

Sick Bank Policy

Who is Eligible?

Any person who is experiencing a catastrophic illness may be eligible for assistance through the Sick Leave Bank. A catastrophic injury or illness is defined as a life threatening condition or combination of conditions affecting the mental or physical health of the employee or immediate family member or household. The catastrophic illness or injury must require the services of a physician.

This Sick Leave Bank is available to those employees who have completely exhausted all accumulated leave time (accrued sick leave and accrued leave) and who are not otherwise receiving any related compensable benefits such as disability, workers' compensation, or unemployment.

Donation for Eligibility:

Eligibility for participation in the Bank begins upon the employee's original donation of at least 2 days, as defined by the employee's workday, of accumulated leave time to the bank. Eligibility will continue, provided the employee donates at least one day of accumulated leave time each subsequent fiscal year; however, additional accumulated sick leave or accrued leave days may be donated as desired. If the Sick Leave Bank drops below ten days all participating members will be assessed an additional day of donation to the sick bank. If any such action occurs the participating employees will be notified in writing. Any days donated to the sick bank are the property of Options Charter Schools and cannot be claimed if the employee resigns or is terminated.

Process for Donation:

Any employee who wishes to participate in the Sick Leave Bank or transfer additional accumulated leave time must do so in writing or an email indicating their desire to participate and/or the number of days to be transferred.

Withdrawals:

An employee or his/her designee must request sick leave from the Bank in writing or by email and must send that request to the President of Options Charter Schools. An employee may apply for leave from the Bank but cannot receive more than 25 sick leave days in a twelve-month period.

All requests must be accompanied by a physician's statement that includes the beginning date of the condition, and a description of the illness or injury. All requests must indicate the number of sick leave days requested and information related to this request. A person returning to work from a catastrophic illness should have a release letter from their physician

Attachment 22
Professional Development Methods



Professional Development Methods

Options Charter Schools use a variety of techniques for the professional development of the certified staff. The ongoing, primary focus for professional development this year is the development of Standards-Based Grading, creating strong trauma-informed classrooms, and continuing our ongoing understanding of technology.

Release time is set aside every Wednesday from 1:00 p.m. to 3:00 p.m. for the staff to explore, 1) standards-based grading, 2) the understanding of trauma and how it can interrupt the learning process as well as how to continue to educate children who have experienced trauma, 3) specialized guest presentations on specific topics such as Covid precautions, 4) Developmental Assets, Zoom training, etc, 4) technology training, and 5) quarterly discussions on student ISPs. Continuous professional development allows our staff to gain new skills and updates of trends in education. This is transferred into our classrooms where our students have teachers who are well versed in the craft of teaching.

The Options staff also has the opportunity to attend professional development conferences externally. Options supports staff growth through conferences and/ or returning to continue their education seeking advanced degrees either within their subject area or in other areas of education such as counseling or administration. We are proud that many of our leaders have grown through the ranks of Options Charter Schools.

Attachment 23
Disciplinary Plan (including Anti-Bullying and Seclusion and Restraints Policies)



Disciplinary Plan

1. Statement of Board Policy (S3)

It is the policy of Options Charter Schools (OCS) to balance the rights of student expression with that of all members of the school community, with the interests of an orderly and efficient educational process, and with the needs of a school environment suitable for the healthy growth and development of all students.

Students are expected to demonstrate proper behavior as defined in student handbooks and are subject to disciplinary action when the rules are not followed. Students do have the full protection of due process and appeal where applicable.

It is the intent of the administration and teachers of OCS to follow the disciplinary procedures as outlined in the student handbook of each building. In addition to the actions specifically provided in each student handbook, the President, principals, any administrative personnel, or any teacher of OCS shall be authorized to take any action in connection with student behavior which is reasonably desirable or necessary to help any student, to further school purposes, or to prevent an interference therewith, such action including but not limited to such matters as:

1. Counseling with a student or group of students;
2. Conferences with a parent/guardian or group of parents/guardians;
3. Assigning students additional work;
4. Rearranging class schedules;
5. Requiring a student to remain in school after regular school hours to do additional school work or for counseling; or
6. Restriction of extracurricular activity

Students with disabilities are afforded additional protections when they are removed from their current educational placement due to violating a code of student conduct. OCS abides by all legal obligations espoused in Indiana's special education code ("Article 7") and Section 504 of the Rehabilitation Act of 1973.

Legal Ref:

IC 20-33-8-12; 511 I.A.C. 7-44 et.seq.; Section 504 of the Rehabilitation Act of 1973

The most up to date Options Charter Schools Parent/Student Handbook is available on our website: <https://optionsschools.org/students-parents>.

2. Statement of Administrative Policies

Bullying

Bullying as defined in I.C. 20-26-5-32 is illegal and will not be tolerated in Options Charter Schools. Students who commit any acts of bullying are subject to discipline including, but not limited to, suspension, expulsion, arrest, and or

prosecution.

Bullying is defined as overt, repeated acts or gestures, including verbal or written communications transmitted in any manner (including digitally or electronically), physical acts committed, aggression, or any other behaviors committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the targeted student an objectively hostile school environment that

- (1) places the targeted student in reasonable fear of harm to the targeted student's person or property;
- (2) has a substantially detrimental effect on the targeted student's physical or mental health;
- (3) has the effect of substantially interfering with the targeted student's academic performance; or
- (4) has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, and privileges provided by the school.

This rule applies when the bullying student is: on school grounds before or during school hours, immediately after school hours, or at any time when the school is being used by a school group; off school grounds at a school activity or function; traveling to or from school or school activity or function; or using property or equipment provided by the school.

All students may be required to attend informational sessions on the meaning of bullying and the possible repercussions of partaking in such activity.

Parents are encouraged to be involved in the process of minimizing bullying as defined in this section. Parents should feel free to report suspected acts of bullying to an appropriate school official. Parents of students suspected of bullying will be notified via phone call or written correspondence. Conversely parents of students suspected of being the victim of acts of bullying will also be notified. Parents of students who are disciplined for acts of bullying will be involved in the process in a manner consistent with the school policy on discipline procedure.

All parents and students should report suspected acts of bullying to an appropriate school official. All school staff shall report or refer suspected acts of bullying to a designated school administrator or other appropriate staff member charged with the responsibility of receiving reports of suspected bullying. Once a report is received an investigation will follow. The designated school administrator or other appropriate staff member should facilitate the investigation. Information relating to the investigation will be gathered using means including, but not limited to, interviews and accumulation of suspected bullying correspondence. If a report of suspected bullying is substantiated through an investigation, then the school shall take appropriate disciplinary action consistent with the school's policy. If the acts of bullying rise to the level of criminal offense, violating students will be referred to the proper authorities and risk arrest and or prosecution.

Restraint and Seclusion of Students

I. Use of Restraint

- A. Restraint shall only be used when a student is displaying physical behavior that presents substantial imminent risk of injury to the student or others.
- B. Restraint shall only be employed as a last resort after other methods of de-escalating a dangerous situation have been attempted without success.
- C. Restraint shall only be employed by staff members who have received crisis intervention training by the school in the use of restraint procedures with the following exceptions:
 - 1. Other school personnel may employ restraint procedures only in rare and clearly unavoidable emergency circumstances when fully trained school personnel are not immediately available. Untrained staff shall request assistance from trained staff as soon as possible.
 - 2. Restraint of a student shall be conducted in a manner consistent with the techniques prescribed in crisis intervention training program.
- D. Restraint shall last only as long as is necessary for the student to regain behavioral stability, and the risk of injury has ended, usually a matter of minutes.
- E. The degree of restriction employed must be in proportion to the circumstances of the incident, the size and condition of the student, and the potential risks for injury to the student.
- F. Mechanical or chemical restraints are not authorized in school.
- G. Prone or Supine forms of restraint are not authorized and shall be avoided.
- H. Seclusion or restraint shall never be used in a manner that restricts a child's breathing or harms the child.
- I. Every instance in which seclusion or restraint is used shall be carefully, continuously and visually monitored to ensure the appropriateness of its use and safety of the child, other children, teachers, and other personnel.

II. When Restraint Procedures Shall Be Employed

- A. Restraint shall not be used unless there is imminent risk of injury to someone by the student.
- B. A verbal threat or verbally aggressive behavior does not itself indicate an imminent risk of injury, and shall not result in restraint.
- C. Destruction or damage to property does not constitute a risk of imminent injury unless in so doing a risk of injury to the student or others is created.
- D. When known medical or physical conditions of the student would make the restraint procedures dangerous for that student (e.g. students with heart or circulatory conditions, asthma, etc.) they shall not be employed.
- E. Restraint shall never be used as a punishment, or to force compliance with staff commands.

III. Use of Seclusion

- A. Seclusion shall only be used when a student is displaying physical behavior that presents substantial imminent risk to the student or others, and the threat could be diminished if the student was in a safe environment away from other students and staff.
- B. Seclusion shall only be employed as a last resort after other methods of de-escalating a dangerous situation have been attempted.
- C. Seclusion shall only be used as long as necessary and shall be discontinued when the student is no longer an imminent threat to others.
- D. Seclusion shall only be employed by staff members who have received specific Options Charter Schools' approved crisis intervention training in the use of seclusion procedures.
- E. Seclusion must be used only when the student can safely be transported to the seclusion environment by trained staff members using appropriate techniques based on crisis intervention training.
- F. Time out procedures that do not constitute seclusion are permitted in school.
- G. All seclusion environments shall be inspected and shall:
 - 1. Be of reasonable size to accommodate the student and at least one adult.
 - 2. Be of reasonable size to permit students to lie or sit down.

3. Have adequate ventilation including heat and air conditioning as appropriate.
4. Have adequate lighting.
5. Be free of any potential or predictable safety hazards such as electrical outlets, equipment and breakable glass.
6. Permit direct continuous visual and auditory monitoring of the student.
7. Permit automatic release of any locking device if fire or other emergency in the school exists.
8. If locked, shall be automatically released after five minutes or with any building wide alarm (such as fire, tornado or code red alarm).
9. Shall meet current fire and safety codes.

IV. When Seclusion Procedures Shall Not Be Employed

- A. When the substantial imminent risk of injury no longer exists.
- B. When known medical or physical condition of the student would make the seclusion procedures dangerous for that student (e.g. students expressing suicidal thoughts, students with heart or circulatory conditions, asthma, or other conditions).
- C. Seclusion shall never be used unless a staff member can continuously monitor the student for visual or auditory signs of physiological distress, and can communicate with the student.
 1. Students shall be permitted to use the restroom upon request, and be escorted to and from the restroom.
 2. Students shall be provided water on request.
- D. Seclusion shall never be used as a punishment, or to force compliance with staff commands.

V. Time-Out

Time-out is a behavior reduction procedure in which access to reinforcement is withdrawn for a certain period of time. Time-out occurs when the ability of a student to receive normal reinforcement in the school environment is restricted. Time-out shall be both developmentally and behaviorally appropriate and shall be short in duration.

VI. Informing Parents and Guardians Generally

All student handbooks shall include a statement similar to this:

As a part of the emergency procedures in place in our schools, no student will be restrained and/or placed in seclusion by school staff unless the student's behavior poses an imminent risk of injury to him/herself or others.

However, significant violations of the law including assaults on students and

staff will be reported to the police. As soon as possible after any such use of restraint and/or seclusion, the parents or guardian will be informed when any of these actions have occurred and will be provided with a detailed account of the incident including the circumstances that led to the use of restraint and or seclusion.

VII. Training

- A. The Options Charter Schools will provide all staff members with basic training about conflict de-escalation procedures, the dangers of seclusion and restraint. and procedures for contacting fully trained and certified staff when behavioral crises occur.
- B. This training will be recurrent and will be provided to new staff.
- C. The Options Charter Schools will determine a specific curriculum and method of providing training related to seclusion or restraint.
- D. A core group of appropriate personnel will be trained in each building in crisis intervention techniques which will include the use of seclusion and restraint procedures.
- E. Recurrent training will be provided on a regular basis at least annually.

VIII. Reporting, Documentation and Debriefing Requirements

- A. Immediately after the student has restored emotional and behavioral control following the use of restraint and/or seclusion, a staff member not involved with the incident shall examine the student to ascertain if any injury has been sustained during the seclusion or restraint.
- B. The building administrator or designee will verbally notify the parent/guardians as soon as possible (no later than the end of the school day in which the seclusion or restraint occurs).
 - 1. The Principal or designee will update the parent/guardian on the student's current physical and emotional state and
 - 2. Will discuss strategies to assist the parent/guardian in dealing with any residual effects of the incident.
- C. Incident Report
 - 1. Staff involved in the use of seclusion or restraint will contribute to an "Incident Report" as soon as practical after the use of seclusion or restraint.
 - 2. The building administrator or designee will send a copy of the written report to the parent or guardian documenting the use of seclusion or restraint, and will place a copy of the report in the student's confidential file.
 - 3. A copy of the incident report shall also be sent to a designated Options Charter Schools administrator.
 - 4. A minimum of the following will be included in the

incident report created after each instance of restraint or the use of seclusion:

1. The student's name;
2. The racial/ethnic status of the student;
3. The date and time of the incident;
4. The duration of any seclusion or restraint; the beginning and ending times of the restraint and/or seclusion;
5. A description of any relevant events leading up to the incident;
6. A description of any interventions used prior to the implementation of seclusion or restraint;
7. A description of the incident and/or student behavior that resulted in implementation of seclusion or restraint including a description of the danger of injury which resulted in the seclusion or restraint
8. A log of the student's behavior during seclusion or restraint. including a description of the restraint technique(s) used and any other interaction between the student and staff;
9. A description of any injuries (to students, staff, or others) or property damage;
10. A description of the planned approach to dealing with the student's behavior in the future;
11. A list of the school personnel who participated in the implementation, monitoring, and supervision of seclusion or restraint and whether they had training related to seclusion or restraint;
12. The date and time on which the parent or guardian was notified;
13. If the student has a disability (IDEA or Section 504), the type of disability.

E. Further, it is expected that each staff member involved in an incident will engage in a de-briefing or processing session(s) in order to determine what could have been done to prevent the future need for use of seclusion or restraint for this student specifically and for other students in similar situations.

1. Components to be included in this session are outlined in the Staff Processing of Seclusion or restraint Form.
2. The supervisor will provide support to the staff member and determine when the staff member shall return to his or her duties.
3. The student, with assistance from staff, will process the event at the earliest appropriate time.
4. The staff member's supervisor or designee shall complete and file the form.

IX. Annual Review, Planning Process and Oversight

- A. The President (or designee) will be designated as the coordinator of data, planning and oversight of the use of seclusion or restraint procedures in the Options Charter Schools.
- B. Options Charter Schools shall establish a Committee or use a standing committee to conduct an annual review of all individual and program wide data associated with this policy. The Committee shall review the following components related to the use of restraint:
 - 1. incident reports;
 - 2. procedures used during restraint, including the proper administration of specific Options Charter School approved restraint techniques;
 - 3. preventative measures or alternatives tried, techniques or accommodations used to avoid or eliminate the need of the future use of restraint;
 - 4. documentation and follow up of procedural adjustments made to eliminate the need for future use of restraint;
 - 5. injuries incurred during a restraint;
 - 6. notification procedures;
 - 7. staff training needs;
 - 8. specific patterns related to staff or student incidents;
 - 9. environmental considerations, including physical space, student seating arrangements, and noise levels.
- C. Upon review of the data, the Committee shall identify any issues and/or practices that require further attention and provide written recommendations to the Superintendent of Schools for changes in policies or practices.
- D. The Committee can recommend review of the training program to ensure the most current knowledge and techniques are reflected in the Options Charter School training curriculum.

APPENDIX & DEFINITIONS

Behavioral intervention plan: means a plan that is agreed upon by the case conference committee (CCC) and incorporated into a student's individualized education program (IEP) and that, a minimum, describes the following:

- (1) The pattern of behavior that impedes the student's learning or the learning of others.
- (2) The purpose or function of the behavior as identified in a functional behavioral assessment.
- (3) The positive interventions and supports, and other strategies, to:
 - (A) address the behavior; and
 - (B) maximize consistency of implementation across people and settings in which the student is involved.
- (4) If applicable, the skills that will be taught and monitored in an effort to change a specific pattern of behavior of the student.

The behavioral intervention plan seeks to maximize consistency of implementation across people and settings in which the student is involved.

Chemical Restraint: the administration of a drug or medication to manage a student's behavior or restrict a student's freedom of movement that is not a standard treatment and dosage for the student's medical or psychiatric condition.

Crisis Intervention Training: training provided to selected staff members which addresses how to deal with aggressive, violent or out of control behaviors. It includes specific techniques for seclusion and restraint and could result in certification of the individuals who complete the training.

De-Escalation: causing a situation to become more controlled, calm and less dangerous, thus lessening the risk for injury to someone.

Employee. means all paid school staff, volunteers, contract employees, consultants or any other agents of the school or corporation.

Functional Behavioral Assessment: ongoing process of gathering information that can be used to hypothesize about the function of student behavior. The analysis provides the information necessary to develop a intervention plan.

Imminent. Likely to happen right away; within a matter of minutes.

Mechanical restraint: means the use of (1) a mechanical device (2) a material or (3) equipment attached or adjacent to a student's body that the student cannot remove and that restricts the freedom of movement of all or part of the student's body or restricts normal access to the student's body. The term does not include (1) mechanical devices, (2) a material or (3) equipment used as prescribed by a doctor.

Physical Restraint: physical contact between a school employee and a student in which the student unwillingly participates and that involves the use of a manual hold to restrict freedom of movement of all or part of a student's body or to restrict normal access to the student's body. The term does not include (1) briefly holding a student without undue force in order to calm or comfort the student, or to prevent unsafe behavior, such as

running into traffic or engaging in a physical altercation, (2) physical escort, or (3) physical contact intended to gently assist or prompt a student in performing a task or to guide or assist a student from one area to another

Prevention and Conflict De-escalation Training: training which is provided broadly to school staff on how to prevent, defuse and de-escalate potential behavioral crisis situations.

Positive Behavior Intervention and Support: a systematic approach that uses evidence based practices and data driven decision making to improve school climate and culture, and includes a range of systematic and individualized strategies to reinforce desired behavior and diminish reoccurrence of problem behavior to achieve improved academic and social outcomes and increase learning for all students

Prone physical restraint: the person is being held face down lying on their stomach on a horizontal surface such as the floor.

Seclusion: means the confinement of a student alone in a room or area from which the student physically is prevented from leaving. The term does not include a supervised time-out or scheduled break, as described in a student's individualized education program, in which an adult is continuously present in the room with the student.

Staff: means all paid school staff, volunteers, contract employees, consultants or any other agents of the school or corporation.

Supine physical restraint: a person is being held face up on their back on a horizontal surface such as the floor.

Time out: means a behavior reduction procedure in which access to reinforcement is withdrawn for a certain period of time. Time-out occurs when the ability of a student to receive normal reinforcement in the school environment is restricted. Time-out shall be both developmentally and behaviorally appropriate and shall be short in duration.

Substantial risk: situation where there is serious, imminent threat of bodily harm and where there is the immediate ability to enact such harm.

Staff Trained In Crisis Intervention: individuals who successfully complete and maintain certification in a training program that results in acquisition of skills to prevent restraints, evaluate risk of harm in an individual situation, use approved restraint techniques and monitor the effect of the restraint.

Parent or guardian: the student's parent, legal guardian, surrogate parent or student over the age of 18.

SAMPLE TIME-OUT PROCEDURES

Effective time out procedures include multiple levels, with each level becoming more restrictive and exclusionary. It is important to note that for disruptive behavior requiring more restrictive interventions, once the behavior begins to de-escalate, transition to less restrictive forms of time out may make the return to regular classroom activities easier for the student. The following is a potential time-out plan that schools may consider adopting.

Level I.

- E. Planned Ignoring: Ignore the student as long as possible if he or she is out of place or seat, noncompliant but not otherwise disruptive.
- F. Be (or have aide/ associate) available to counsel, provide one-to-one tutoring, or negotiate if the student is involved in a dispute.
- G. Modify/change student's assignment to get him or her reinvolved with learning. Select a task that will provide immediate success.
- H. Separate student from others (i.e. creative seat assignment).
- I. Send student out of room - on an errand, for a walk, to "cool off"
- J. Offer a "time-in" situation with a support person outside the classroom.
- K. Quietly praise other students for ignoring inappropriate student behavior.
- L. When possible, talk to disruptive student out of classroom away from other students so that he or she can save face.

Level II. Level II time out is more restrictive than the first-level interventions. It is the exclusion of a child from positive reinforcing activities of the classroom without removing him or her from the room.

- A. Move student to different part of the classroom (i.e. closer to teacher, further away from audience)
- B. Avoid lengthy explanations to student. Simply say: "Because you , you go to time out for minutes." Avoid other interaction.
- C. Allow student to take their own time-out.

- D. Keep time-out period brief. (Time out periods longer than 15 minutes rarely serve their intended purpose-temporary withholding of positive reinforcement. For time out periods longer than 30 minutes, a supervisory staff person shall be consulted about the appropriateness of continuing the time out procedure.) In-school suspension or other out of class but in school interventions shall be considered.
- E. The student shall be supervised at all times during the time-out period.
- F. The student shall still be able to access any lesson or instruction being offered to other students in the student's classroom.

Attachment 24
Medication Policy



Administration of Medication at School **(Adopted from Board Policy Addendum s7)**

All medication needed during school hours or at school functions that are supervised by school staff, except those subject to IC 20-33-8-13 (student possession and self-administration), will be administered by an administrator or designated trained staff under the following conditions:

- (1) A written authorization form for medication administration must be completed by the parent/guardian and be on file before any medication brought onto school property (prescription or over the counter) will be administered. Forms are available in the main office.
 - a. Medication shall be administered in accordance with the parent's statement (in the case of non-prescription medicine) or the physician's order (in the case of prescription medicine).
 - b. The consent of the parent/guardian shall be valid only for the period specified on the consent form and in no case longer than the current school or program year.
- (2) All medicine, including non-prescription/over the counter medicine, must be kept in its original container accompanied by the package label or package information.
- (3) All prescription medicine, including medication administered by injection, emergency medication (i.e. Epinephrine, Glucagon), and diabetes monitoring of a student must be accompanied by a physician's order, which is current and correct to the way that the student is to receive the medicine. School staff may contact the physician for further information if necessary.
- (4) All medication administration will be documented and kept on file (electronically or on paper) in the main office.
- (5) If the medication is to be terminated prior to the date on the prescription, a written and dated consent, or withdrawal of consent of the parent, is required. The written consent of the parent and the written order of the physician shall be kept on file in the health office.

OCS does not honor any requests to administer any products not approved by the FDA, including but not limited to over-the-counter herbs, minerals and vitamins and other homeopathic products.

Any unused medication which is unclaimed by the parent will be destroyed by school personnel when a prescription is no longer to be administered according to the authorization form, or at the end of the school year.

All designated staff responsible for administering medication to diabetic students will be trained by a registered nurse on the proper administration of medication and diabetes care. A record of this training will be kept on file in the main office. Students with diabetes, seizures, or chronic diseases shall be appropriately accommodated per Indiana law. An appropriate plan for the student, which may be a Section 504 Plan, individual health plan, or IEP, will be developed and implemented.

All medication, both prescription and non-prescription, must be brought into the main office by a parent or guardian. Only students meeting the criteria of Indiana code who have valid medical authorization and parent permission on file in the school office will be permitted to carry medications and self-administer such substances. These exceptions are explicitly stated in the law and detailed below.

OCS may store emergency stock medication, as permitted by Indiana statute, to be administered in emergency situations.

Student Possession and Self-Administration of Medicine in School

In accordance with Indiana statute, a student with a chronic disease or medical condition may possess and self-administer medication for the chronic disease or medical condition if the following conditions are met:

- (1) The student's parent has filed an authorization with the student's principal for the student to possess and self-administer the medication. The authorization must include the statement described in subdivision 2.
- (2) A physician states in writing that:
 - a. the student has an acute or chronic disease or medical condition for which the physician has prescribed medication;
 - b. the student has been instructed in how to self-administer the medication; and
 - c. the nature of the disease or medical condition requires emergency administration of the medication.

The authorization and statement described in subsection (2) must be filed with a student's principal annually.

Transportation of Medications by Students

As per statute, medication that is possessed by a school for administration during school hours or at school functions for a student may be released to:

- (1) the student's parent/guardian; or
- (2) an individual who is:
 - a. at least eighteen (18) years of age; and
 - b. designated in writing by the student's parent/guardian to receive the medication.
- (3) OCS may send home medication that is possessed by a school for administration during school hours or at school functions with a student if the student's parent provides written permission for the student to receive the medication. (Note: This section does not apply to medication possessed by a student for self-administration under Indiana code as specified above).

Do Not Resuscitate (DNR) Orders / Physician Orders for Scope of Treatment (POST) Forms

Each student with a potentially life-threatening medical condition should have a current health care plan and/or emergency medical plan on file with the main office. OCS employees shall follow normal procedures for addressing emergencies occurring while students are on OCS property (including being transported in vehicles owned, leased, or operated by OCS; and during OCS events, even if held outside of OCS property, for example, prom or field trips).

Therefore, OCS employees will not adhere to Do Not Resuscitate (DNR) Orders or Physician Orders for Scope of Treatment (POST) forms which prohibit individuals from administering resuscitation (CPR) or medical interventions measures to a student. This policy shall not interfere with a health care provider's obligation under Indiana law.

If the school is presented with a DNR order or POST form, the parent/guardian/representative should be advised of the school's policy regarding the same, and the parent/guardian/representative should be directed to the hospital(s) in the area where the student may be transported in an emergency and advised to discuss the order with such facility.

Mental Health Treatment Notification

Prior to referring a student to a provider of mental health services due to a pattern of aberrant or abnormal behavior, a school official will contact the student's parent. A school official shall also hold a conference with the student and the student's parent prior to referring student to a provider of mental health services.

Legal Ref:

I.C. 20-33-8-13; I.C. 16-36-5-19; I.C. 16-36-6 et. seq.; I.C. 20-34-4.5 et. seq., I.C. 20-34-3-21; I.C. 20-34-3-26

Adoption Date: [January 15, 2019]

Revision Date: [October 15, 2019]

Revision Date: [April 17, 2020]

Attachment 25
Student Health Screening Policy



Student Health Screening Policy

IMMUNIZATIONS

All students attending the Options Charter Schools must be properly immunized against pertussis, poliomyelitis, measles, diphtheria, rubella, tetanus, mumps, and other communicable diseases designated by the State Health Department. Parents must furnish proof of their child's immunization no later than the first day of school after enrollment.

HEARING SCREENINGS

All tenth grade students will have their hearing tested by a certified audiologist as required by the IDOE and IC 20-34-3-14 (See IC below). Options Charter Schools contracts with a Hearing Specialist, to conduct hearing screenings on the 10 grade students each year. He/She makes an initial visit early in the school year and then does a follow-up visit to retest students who have failed the initial test and to test students who were absent on the initial visit.

IC 20-34-3-14 Hearing tests

Sec. 14. (a) The governing body of each school corporation shall annually conduct an audiometer test or a similar test to determine the hearing efficiency of the following students:

(1) Students in grade 1, grade 4, grade 7, and grade 10. (2) A student who has transferred into the school corporation. (3) A student who is suspected of having hearing defects. (b) A governing body may appoint the technicians and assistants necessary to perform the testing required under this section.

(c) Records of all tests shall be made and continuously maintained by the school corporation to provide information that may assist in diagnosing and treating any student's auditory abnormality. However, diagnosis and treatment shall be performed only on recommendation of an Indiana physician who has examined the student.

(d) The governing body may adopt rules for the administration of this section. As added by P.L.1-2005, SEC.18.

Attachment 26
School Policies regarding Services to Special Education Students



Special Education Policies¹

These policies constitute the basis for operation and administration of the special education activities to be carried out in Options Charter School under Title 511 Article 7 of the Indiana Administrative Code (hereinafter Article 7) and the Individuals with Disabilities Education Improvement Act (IDEA '04). These local standards and policies have been made available to parents, guardians, and other members of the general public.

¹ This document does not include the legal requirements related to early childhood special education (i.e., 511 IAC 7-36-5, 7-43-2, and 7-46-3) and nonpublic schools or facilities (i.e., 511 IAC 7-34). If the school ever serves a preschool population of students who are 3 years of age through 5 years of age, but not eligible for kindergarten, necessary revisions will be required.

Last updated August 2012

I. GENERAL PROVISIONS

State Regulatory Requirements: 511 IAC 7-33-1 through 7-33-4 A. Special Education Programs; Organizational and Administrative Structures

Options Charter School, shall provide a Free Appropriate Public Education (FAPE) to students identified and determined eligible for special education under Article 7, including students who have been suspended or expelled from school under 511 IAC 7-44-1 and 511 IAC 7-44-2. OCS, consisting of grades 6-12, provides and arranges the provision of special education for eligible students. OCS has a goal of providing a full educational opportunity to students with disabilities for whom the school is responsible.

Options Charter School:

1. Provides or arranges for the provision of special education, including:

a. Secondary school programs.

2. Administers or provides special education programs through:

a. An individual school corporation or charter school that is a special education planning district. b. Two (2) or more school corporations or charter schools that, together, are a special education planning district authorized by any of the following:

i. The Joint Service and Supply Act (IC 20-26-10).

ii. The Special Education Cooperatives Act (IC 20-35-5).

iii. The Interlocal Cooperation Act (IC 36-1-7).

iv. Any other cooperative arrangement permitted by law.

c. A transfer tuition agreement.

d. A contract for certain related services.

B. Use of public or private insurance proceeds

Options Charter School:

1. Provides services at no cost to parents, but may seek to use Medicaid or other public benefits or insurance programs available to a student with a disability to pay for services required as part of the student's free appropriate public education, but this public agency does not:

- a. Require parents to sign up for or enroll in public benefits or insurance programs in order for the student to receive a free appropriate public education; or
- b. Require parents to incur an out-of-pocket expenses, such as the payment of a deductible or copay amount incurred in filing a claim for services provided, but may pay the cost that the parent otherwise would be required to pay; or
- c. Use a student's benefits under a public benefits or insurance program if that use would: i. decrease available lifetime coverage or any other insured benefit;
- ii. result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
- iii. increase premiums or lead to the discontinuation of benefits or insurance; or iv. risk loss of eligibility for home and community based waivers, based on aggregate health related expenditures.

2. Obtains informed parental consent each time it seeks access to public benefits or insurance for specific services and duration of services identified in the student's IEP. Subsequent informed parental consent is required if:

- a. The student's IEP is revised or extended to require additional services, or

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- b. The public agency charges a different amount for such services.

Notifies the parent that refusal to allow access to the public benefits or insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parent.

3. May access a parent's private insurance proceeds, but only if it:

- a. Obtains informed parental consent each time that access to private insurance benefits is sought, and
- b. Informs the parent that refusal to permit the public agency to access the private insurance will not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parent.

4. May use its Part B federal funds, when services are required to ensure a free appropriate public education for a student, to:

- a. Provide or pay for services when the parent declines or does not respond to the public agency's request for consent to access private or public insurance or benefits, or
- b. Pay the cost, such as a deductible or co-pay that a parent would incur for the service if private or public insurance or benefits or insurance were used to pay for the service.

5. Does not consider proceeds from private or public insurance or benefits as program income for purposes of 34 CFR §80.25 with respect to the administration of federal grants and cooperative agreements.

6. Does not consider reimbursements (such as Medicaid) spent on services under Article 7 as state or local funds for purposes of maintenance of effort provisions.

7. Does not construe anything in Article 7 to alter the requirements imposed on the state Medicaid agency, or any other agency administering public benefits or insurance program by federal statute, regulations, or policy under Title XIX or Title XXI of the Social Security Act, or any other public benefits or insurance program.

II. PROGRAM PLANNING AND EVALUATION State Regulatory Requirements: 511 IAC 7-35-1 through 7-35-2 A.

Program monitoring

Options Charter School understands that:

- 1. The division of special education shall monitor it for special education to ensure compliance with and implementation of the requirements of federal and state laws, rules, regulations, and policies regarding the provision of programs, services, protections, and a free appropriate public education to all students with disabilities.

2. The monitoring activities may include, but are not limited to, the following:

- a. Complaint investigations.
- b. Data collection and analysis.
- c. State or federal fiscal audits.
- d. On-site reviews of the following:
 - i. The total special education program on a cyclical or other basis.
 - ii. Portions of programs to examine one (1) or more issues.
- e. Accreditation information.
- f. Due process hearing decisions.
- g. Performance indicators measured by:

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- i. the state performance plan;
- ii. the annual performance report; or
- iii. other federal or state measures of performance or accountability; including facilitation of parent involvement by schools.

B. Supports for public agency personnel

- 1. Carries out activities to ensure that its personnel are:
 - a. Fully informed about their respective responsibilities for implementing Article 7; and
 - b. Provided with technical assistance and training necessary to assist them in this effort and the necessary knowledge and skills to implement each student's IEP.
- 2. Ensures that each student's case conference committee, during the development, review or revision of the student's IEP, considers whether any support is necessary to provide public agency personnel with the knowledge and skills necessary to implement the student's IEP.
- 3. Ensures that the case conference committee documents, as determined necessary, the types of supports to be provided and the intent of the supports, which can be related to public agency personnel or the student, or both.

III. GENERAL ADMINISTRATION OF PROGRAMS

State Regulatory Requirements: 511 IAC 7-36-1 through 7-36-10 A. Parent and community participation
Options Charter School understands that:

- 1. It is encouraged to establish, or support the establishment of, a parent advisory council, committee, task force, or group.
 - 2. Its goals for a parent group may include, but are not limited to:
 - a. supporting student and family membership in the school community;
 - b. inviting parents of students with disabilities to participate on school decision making committees; and
 - c. fostering effective communication with families focused on student learning and developing.
- B. Special education program personnel

Employs or contracts personnel to provide special education or related services who are appropriately licensed or certified and have the content knowledge and skills necessary to provide the services for which the individual is employed or contracted in accordance with standards established by the department of education's division of professional standards or other applicable licensing and certification bodies.

- 1. Ensures that:
 - a. the person designated as a student's teacher of record for kindergarten through grade 12 is appropriately licensed in the area of the student's disability or, where appropriate state licensure is not available, appropriately trained.

b. the person designated as a student's teacher of record for an early childhood student holds an appropriate license to teach early childhood special education.

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c. special education teachers meet the requirements of 511 IAC 7-36-2(a) and, with the exception of early childhood special education teachers, are highly qualified according to 511 IAC 7-36-3. d. related services personnel who deliver services in their discipline meet the requirements of 511 IAC 7-36-2(a) and do not have their certification or licensure requirements waived on an emergency, temporary, or a provisional basis.

e. personnel working with deaf or hard of hearing students who provide sign language transliteration and interpreting services meet the requirements of 511 IAC 7-36-2(a) and (c), and are certified to interpret in an educational setting.

f. Any paraprofessionals and assistants assisting students in areas that relate to personal, social, and educational needs are appropriately trained to work under the direction and supervision of licensed teachers, highly qualified teachers, or related services personnel.

2. Provides and documents in writing the preservice and inservice training it provides to paraprofessionals on the following areas:

a. the role of the paraprofessional related to the role of the professional person providing supervision and direction;

b. the specific skills and content knowledge necessary to carry out the assigned responsibilities; and c. information on the specific special needs and characteristics of the students with whom the paraprofessional will be working and special education procedures, including the confidentiality of personally identifiable information.

3. Ensures that paraprofessionals who provide instructional support in a program supported by funds from Title I, Part A of the Elementary and Secondary Education Act have a high school diploma as defined in 511 IAC 6-7.1-1(e) or its recognized equivalent. Paraprofessionals hired after January 8, 2002, have completed two (2) years of study at an institution of higher education, as defined in 511 IAC 7-32-52, obtained an associate's or higher degree, or met a rigorous standard of quality and are able to demonstrate, through a formal state academic assessment, knowledge of and the ability to assist in instructing reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

4. Understands that a paraprofessional under 511 IAC 7-36-2(g) does not have to meet the requirement in subsection (g)(2) if the paraprofessional is a person who:

a. is proficient in English and a language other than English and acts solely as a translator to enhance the participation of limited English proficient students; or

b. only conducts parental activities, such as a home school liaison.

5. Understands that a paraprofessional under 511 IAC 7-36-2(g) does not have to meet the requirements contained in subsection (g) if the paraprofessional:

a. works in a Title I targeted assistance program, as opposed to a Title I school-wide program, unless the paraprofessional's salary is funded, in whole or in part, by Title I Part A; or b. does not provide instructional support, such as a person who solely provides personal care.

6. Understands that, notwithstanding any other individual right of action that a parent or student may maintain under Article 7, nothing in Article 7 can be construed to:

a. create a right of action on behalf of an individual student or class of students for the failure of a public agency employee to be highly qualified; or

b. prevent a parent from filing a complaint about staff qualifications with the division of special education under 511 IAC 7-45-1.

C. Highly qualified teachers

Options Charter School:

1. Ensures that its special education teachers are highly qualified as a special education teacher by meeting the following requirements:
 - a. The teacher has obtained full state licensure as a special education teacher, including licensure obtained through an alternative route, as described in 511 IAC 7-36-3(b), or passed the state special education teacher licensing examinations and holds a license to teach in the state as a special education teacher.
 - b. The teacher has not had special education licensure requirements waived.
 - c. The teacher holds at least a bachelor's degree.
2. Understands that a teacher meets the requirement in 511 IAC 7-36-3 (a)(1) if that teacher is participating in an alternative route to special education licensure program under which the teacher:
 - a. Receives high quality professional development that is sustained, intensive, and classroom focused in order to have a positive and lasting impact on classroom instruction before and while teaching;
 - b. Participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or a teacher mentoring program;
 - c. Assumes functions as a teacher only for a specified period of time not to exceed three (3) years; and
 - d. Demonstrates satisfactory progress toward full licensure as prescribed by the state; and the state ensures, through its licensure process, that these provisions in paragraph 2 are met.
3. Understands that special education teachers who do not teach core academic subjects only have to meet the highly qualified special education teacher requirements in 511 IAC 7-36-3(a). It further understands that a special education teacher does not teach core academic subjects if the special education teacher:
 - a. Is a co-teacher who:
 - i. works within the general education setting in which a highly qualified general education teacher provides instruction to the class on core academic elementary content or a core academic middle, junior high, or high school subject; and
 - ii. provides direct assistance to students with disabilities via individualized or small group instruction as a support to the highly qualified teacher's instruction.
 - b. Is a consultant teacher who provides consultation, such as:
 - i. adapting curricula;
 - ii. using behavioral supports and interventions; and
 - iii. selecting appropriate accommodations;
 to highly qualified general education teachers of core academic high school academic subject.
 - c. is a resource room teacher who provides direct assistance to students with disabilities, such as tutoring and reinforcement of content provided in the general education setting, in segregated settings after the students receive instruction on core academic high school subject from a highly qualified general education teacher; or
 - d. provides direct instruction to students with disabilities on noncore academic subjects, such as life skills, study skills, and community based instruction.
4. Ensures that:
 - a. Special education teachers who teach core academic subjects, as defined in 511 IAC 7-32-21, are highly qualified as a special education teacher under 511 IAC 7-36-3(a) and highly qualified in the core academic subjects under 511 IAC 7-32-44. It further understands that special education teachers teach core academic subjects when:
 - i. The special education teacher is the primary teacher providing instruction to middle, junior high, or high school students in a core academic subject.

- ii. The special education teacher team teaches in the general education setting alongside a highly qualified teacher of high school subject, and the teachers share responsibilities for the design and delivery of instruction; and evaluation of student performance.
 - b. Special education teachers who teach core academic subjects exclusively to students who are assessed against alternate achievement standards meet the requirements in subsection 511 IAC 7-36-3(a) and, whether they are a new or a veteran teacher, either meet the:
 - i. applicable requirements of 511 IAC 7-32-44 for any new or veteran high school teacher; or
 - ii. requirements of 511 IAC 7-32-44(b)(2) or 511 IAC 7-32-44(b)(3) as applied to an elementary school teacher and, in the case of instruction above the elementary level, have subject matter knowledge appropriate to the level of instruction being provided, as determined by the state.
 - c. Special education teachers who teach two (2) or more core academic subjects exclusively to students with disabilities (including students assessed against alternative achievement standards) meet the requirements in subsection 511 IAC 7-36-3(a) and either:
 - i. meet the applicable requirements of 511 IAC 7-32-44(b)(2) or 511 IAC 7-32-44(b)(3);
 - ii. in the case of a veteran teacher, demonstrate competence in all the core academic subjects in which the teacher teaches in the same manner as is required for a veteran elementary, middle, junior high, or high school teacher under 511 IAC 7-32-44, which may include a single, high objective uniform state standard of evaluation (HOUSSE) covering multiple subjects; or
 - d. A new special education teacher who teaches multiple subjects and is highly qualified in mathematics, language arts, or science, demonstrates, not later than two (2) years after the date of employment, competence in the other core academic subjects in which the teacher teaches in the same manner as is required for an elementary, middle, junior high, or high school teacher under 511 IAC 7-32-44, which may include a single HOUSSE covering multiple subjects.
5. Understands that, notwithstanding any other individual right of action that a parent or student may maintain under Article 7, nothing in this section is construed to:
- a. create a right of action on behalf of an individual student or class of students for the failure of a public agency employee to be highly qualified; or
 - b. prevent a parent from filing a complaint under 511 IAC 7-45-1 about staff qualifications with the division of special education.
6. Understands that:
- a. A teacher who is highly qualified under this section is considered highly qualified for purposes of the Elementary and Secondary Education Act of 1965, as amended by 20 U.S.C. 6311 et seq.
 - b. For purposes of 511 IAC 7-36-3 (f)(3), a fully licensed regular education teacher who subsequently becomes fully licensed as a special education teacher is a new special education teacher when first hired as a special education teacher.
 - c. The requirements in this section do not apply to teachers hired by nonpublic elementary, middle, junior high, or high schools, including nonpublic school teachers hired or contracted by public agencies to provide special education and related services to parentally-placed nonpublic school students with disabilities under 511 IAC 7-34-7(k)(2).
 - d. Because the early childhood special education program described in 511 IAC 7-36-5 is not part of the state's public elementary, middle, junior high, and high school system, kindergarten through grade 12, early childhood teachers do not have to meet the highly qualified teacher requirements, but they do have to be appropriately licensed.
- D. Elementary and secondary instructional day; school calendar; extended school year services

1. Ensures that the length of the instructional day for secondary students with disabilities is the same as the instructional day for nondisabled secondary students, respectively, in the same school building, unless the case conference committee determines the length of the student's instructional day should be different and documents the justification in the written notice described in 511 IAC 7-42-7.
2. Ensures that the school calendar of the school corporation or charter school providing the special education program is followed when the calendars of the providing school corporation or charter school and the school corporation of legal settlement or charter school differ. Unless otherwise provided, the school corporation of legal settlement or charter school provides for transportation necessary to enable students to attend school on days when the providing school corporation or charter school is in attendance but the school corporation of legal settlement or charter school is not in attendance.
3. Ensures that extended school year services are special education and related services that meet the standards of the department of education and are provided to a student with a disability:
 - a. beyond the public agency's school calendar or instructional day;
 - b. in accordance with the student's IEP; and
 - c. at no cost to the parent of the student.
4. Ensures that extended school year services are available as necessary to provide free appropriate public education, and provides extended school year services if a student's case conference committee determines, on an individual basis, in accordance with 511 IAC 7-42-6 or 511 IAC 7-42-9, that the services are necessary for the provision of free appropriate public education for the student.
5. Does not limit extended school year services to particular categories of disability, or unilaterally limit the type, amount, or duration of those services.

E. Facilities

1. Provides instructional space for students with disabilities that is:
 - a. not less than the per student instructional space for general education students of the same chronological age in the same building;
 - b. comparable to the general space and instructional environment of the general education students in the same building; and
 - c. sufficient to accommodate a student's:
 - i. special equipment;
 - ii. assistive devices; or
 - iii. curricular needs.
2. When developing written emergency preparedness plans in accordance with 511 IAC 6.1-2-2.5, includes provisions for warning and evacuating students whose disabilities require special warning or evacuation procedures. The special warning and evacuation provisions:
 - a. address individual needs of students;
 - b. be reviewed on an annual and as needed basis; and
 - c. be implemented during tornado (shelter) preparedness drills, fire drills, and manmade occurrence disaster drills as required by IC 20-34-3-20.

F. Instructional curricula, materials, equipment, and assistive technology devices and services

1. Ensures that each student is involved in and progresses in the general education curriculum, to the maximum extent feasible, as determined by the student's case conference committee

2. May supplement the general education curriculum with modified programs of instruction or curriculum that relate to state academic standards and functional skills to be achieved.
3. Provides students with disabilities with instructional materials and supplies comparable to those provided to nondisabled students.
4. Ensures that a student's case conference committee determines whether the student needs instructional materials, including print instructional materials as defined in 511 IAC 7-32-75, in an accessible format.
5. Understands that, for purposes of 511 IAC 7-36-7:
 - a. "accessible format" means an alternate approach to presenting information to a student with a disability;
 - b. accessible formats may be purchased ready for use by students with disabilities, developed for use by students with disabilities, or modified from existing materials in accordance with federal and state copyright laws; and
 - c. accessible formats include, but are not limited to Braille, audio, digital text, large type, tactile graphics, video, captions, and audio descriptions.
6. Ensures that, if a student's case conference committee determines that a student needs instructional materials in an accessible format that are not print instructional materials, it provides the student with the instructional materials at the same time as other students receive the instructional materials, in accordance with policies and procedures established by the department of education.
7. Ensures that, if a student's case conference committee determines that a student needs print instructional materials in an accessible format, it provides the materials to the student in a timely manner as described in 511 IAC 7-36-7(h).
8. Ensures that, when a student needs print instructional materials in an accessible format, it determines whether the student is a student with a print disability as defined in 511 IAC 7-32-93, including obtaining a written certification statement from a competent authority according to policies and procedures established by the department of education.
9. Understands that, with regard to paragraph 8 above, a competent authority is a recognized expert who attests to the physical basis of the visual, perceptual, or other physical disability that limits the student's use of standard print, in accordance with policies and procedures established by the department of education.
10. Understands that, for purposes 511 IAC 7-36-7, "timely manner" means that it will take all reasonable steps to ensure that students who need print instructional materials in accessible formats are provided those materials at the same time as other students receive instructional materials.
11. Understands that:
 - a. "reasonable steps" (per 511 IAC 7-36-7(h)) include, but are not limited to:
 - i. Requiring publishers or other contractors to, at a minimum, provide the National Instructional Materials Access Center (NIMAC) with electronic files containing the content of the print instructional materials using the National Instructional Materials Accessibility Standard (NIMAS). Such files must be provided to the NIMAC with sufficient time, according to policies and procedures established by the department of education, to ensure that students requiring accessible formats receive the instructional materials at the same time as other students receive the instructional materials.
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 - ii. Having a means of acquiring print instructional materials in accessible formats according to policies and procedures established by the department of education, including for students who transfer into the public agency after the start of the school year.
 - b. "reasonable steps" does not include withholding print instructional materials from other students until print instructional materials in accessible formats are available.

c. nothing in 511 IAC 7-36-7 relieves it of its responsibility to ensure that the following students, who need print instructional materials in accessible formats, receive those materials in a timely manner: i. A student who is not a student with a print disability as defined in 511 IAC 7-32-93. ii. A student who needs print instructional materials that cannot be produced from NIMAS files.

d. charges to the parent for textbook rental, incidental fees, or any other fees permitted by state statute or rule do not violate the “at no cost” requirement.

12. Provides instructional materials and equipment and assistive technology devices and services, as defined in 511 IAC 7-32-7 and 511 IAC 7-32-8, which are specified in the student's IEP. It provides access to assistive technology devices in a student's home or other settings on a case-by-case basis when the student's case conference committee determines that the student needs such access in order to receive a free appropriate public education.

13. Is not responsible for providing basic equipment such as wheelchairs, braces, glasses, or hearing aids that the student may require at home as well as in the educational setting unless the student's case conference committee determines otherwise.

14. Is responsible for maintenance and repair of all equipment and devices it provides, but it is not responsible for the cost of repair or replacement of equipment it does not purchase.

15. Ensures that hearing aids worn in school by students who are deaf or hard of hearing are functioning properly.

16. Is not responsible for the postsurgical maintenance, programming, or replacement of a student with a disability's medical device that has been surgically implanted, or of an external component of the surgically implanted medical device. However, it ensures that the external components of the surgically implanted medical devices are functioning properly.

G. Transportation

1. Transports students with disabilities with nondisabled students when appropriate.

2. Understands that the school corporation of legal settlement or charter school is ultimately responsible for transportation of students with disabilities, unless such responsibility is otherwise delegated under a comprehensive plan, joint services agreement, Interlocal or cooperative arrangement.

3. Treats transportation as a related service, under 511 IAC 7-43-1(u), when the student's case conference committee determines or IEP specifies that transportation is necessary for the student to receive special education and related services.

4. Places a written student-specific justification in the student's record whenever the transit time of a student with a disability exceeds the transit time of nondisabled students of comparable age in the same school corporation or charter school and applies any local policies limiting transit time to its students with disabilities.

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5. Does not require the parent of a student with a disability to provide transportation. If the parent does transport the student, such transportation is pursuant to a written agreement with the parent, and the public agency reimburses the parent at not less than the per mile rate at which employees of the public agency are reimbursed.

H. Medication administration

1. Has established, maintains, and implements written policies and procedures on the administration of medication that include the following provisions:

a. No medication is administered without the written and dated consent of the parent. b. The parent's written consent is valid only for the period specified on the consent form and never longer than the current school or program year.

- c. A physician's prescription, a copy of the original prescription, or the pharmacy label must be provided by the parent and on file with the public agency.
 - d. Medication is maintained in a secure location and administered in accordance with the physician's prescription.
 - e. The parent may, upon request, obtain a copy of the public agency's policies and procedures on medication administration.
 - f. If the medication is to be terminated prior to the date on the prescription, the written and dated consent or withdrawal of consent of the parent is required.
 - g. The person or persons authorized to administer medication are specified.
2. Documents any special training provided to persons authorized to administer medication.
 3. Does not permit its personnel to require a parent to obtain a prescription for medication for a student as a condition for attending school, receiving a special education evaluation under 511 IAC 7-40, or receiving special education and related services under Article 7.
 4. Does not construe anything in Article 7 as prohibiting teachers and other school personnel from consulting or sharing classroom based observations with a parent regarding his or her student's academic and functional performance, behavior in the classroom or school, or need for evaluation under 511 IAC 7-40-2 related to child identification.

I. State and local assessments

1. Ensures that students with disabilities participate in all state and local assessment programs, including assessments described under Section 1111 of the Elementary and Secondary Education Act, 20 U.S.C. 6311, with appropriate accommodations and alternate assessments, if necessary, as indicated in a student's IEP.
2. To the extent possible, uses universal design principles in developing and administering district assessments under 511 IAC 7-36-10.
3. Understands that appropriate accommodations for the state assessment programs are set forth in the program manual issued each year by the department of education and that these accommodations that do not invalidate scores.
4. Develops guidelines for the provision of appropriate accommodations that do not invalidate scores on district-wide assessments.

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5. Ensures that the student's case conference committee determines, in advance, whether a student will utilize any of the appropriate accommodations described in 511 IAC 7-36-10(c) and (d) during state and district assessments and throughout the student's education program.
6. Ensures that, if the student will utilize accommodations, the case conference committee: a. selects testing accommodations the student needs in order for the assessment to reflect the student's academic achievement; b. does not select testing accommodations that will invalidate a student's score; and c. documents the testing accommodations in the student's IEP.
7. Understands that nothing in Article 7 prohibits the use of accommodations in classroom instruction that, if used for state and district assessments, would invalidate a student's score.
8. Understands that the case conference committee may determine that a student will participate in an alternate assessment in lieu of participating in the general assessment, and ensures that, for state assessments, the case conference committee's determination is based upon the criteria in 511 IAC 5-2-4.5.
9. Ensures that, before a case conference committee determines that a student will participate in an alternate assessment in lieu of the general assessment, it has provided the case conference committee with a clear explanation of the

differences between the assessments, including any effects of state or district policies on the student's education resulting from participation in an alternate assessment.

10. Ensures that, if the case conference committee determines that a student will participate in an alternate assessment, the parent is informed that the student's performance will not be measured against grade-level academic achievement standards.

IV. PROCEDURAL SAFEGUARDS

State Regulatory Requirements: 511 IAC 7-37-1 and 7-37-2

A. Notice of Procedural Safeguards

Options Charter School:

a. Has established, maintains, and implements procedures in accordance with 511 IAC 7-37-1 to ensure that students with disabilities and their parents are afforded procedural safeguards with respect to the provision of a free appropriate public education by the agency.

b. Ensures that its written notice of procedural safeguards is:

i. a standard notice;

ii. written in language understandable to the general public

iii. provided in the native language or other mode of communication used by the parent, unless it is clearly not feasible to do so and

iv. printed in a format that is easy to read.

c. Ensures and documents in writing that, when the native language or other mode of communication of the parent is not a written language, it takes steps to make sure that:

i. The procedural safeguards are translated orally or by other means to the parent in his or her native language or other mode of communication and

ii. The parent understands the content of the notice.

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d. Give a copy of the notice of procedural safeguards to the parent of a student with a disability one (1) time a school year, as well as upon:

i. initial referral or parental request for evaluation;

ii. receipt of the first filing of a complaint under 511 IAC 7-45-1 in a school year; iii. receipt of the first due process hearing request under 511 IAC 7-45-3 in a school year; iv. the date the public agency decides to make a removal that results in a disciplinary change of

placement under 511 IAC 7-44-2, which includes removals to interim alternative education settings for weapons, drugs, and serious bodily injury under 511 IAC 7-44-6; and v. request by a parent.

e. May place a copy of the notice of procedural safeguards on its Internet website if a website exists, but understands that such posting does not satisfy the requirement of providing the notice of procedural safeguards to a parent.

f. Utilizes the Notice of Procedural Safeguards developed and provided by the division of special education and understands that the Notice provided by the divisions provides a full explanation of the requirements of 511 IAC 7-37-1(f).

B. Notice by electronic mail

This public agency will allow parents to elect to receive the written notice of procedural safeguards by an electronic mail communication if it makes that option available.

V. CONFIDENTIALITY OF INFORMATION State Regulatory Requirements: 511 IAC 7-38-1 through 7-38-3 A.

Access to and disclosure of educational records

1. Provides written notice annually to parents of students currently in attendance, or students of legal age currently in attendance, of their rights regarding confidentiality of personally identifiable information, including the right to:
 - a. Inspect and review the student's educational record with respect to the identification, evaluation, and educational placement of the student and the provision of a free appropriate public education to the student.
 - b. Seek amendment of the student's educational record that the parent or student of legal age believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights.
 - c. Consent to disclosures of personally identifiable information contained in the student's educational record, except to the extent that this rule authorizes disclosure without consent.
 - d. File a complaint concerning the public agency's alleged failure to comply with the requirements of this rule.
2. Ensures that the written notice includes:
 - a. The procedures for exercising the right to inspect and review educational records and requesting an amendment of educational records.
 - b. The criteria for determining what constitutes a public agency official and what constitutes a legitimate educational interest, if the public agency has a policy of disclosing educational records to other public agency officials who have been determined to have a legitimate educational interest.

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3. Provides the written notice by whatever means is reasonably likely to inform the parents or students of legal age of their right will effectively notify parents of students with disabilities, students of legal age with disabilities, or parents who have a primary or home language other than English.
4. Understands that the right to inspect and review educational records includes the right to:
 - a. a response from the public agency to reasonable requests for explanations and interpretations of the educational record;
 - b. have other arrangements made to inspect and review a requested educational record or to receive copies of the educational record from the public agency if the failure to provide those copies would prevent the parent or student of legal age from exercising the right to inspect and review the educational record;
 - c. have a representative of the parent or student of legal age inspect and review the educational record; and
 - d. receive a copy of the student's educational record from the public agency for use in a pending due process hearing.
5. Permits a parent, or parent's representative, to inspect and review any educational record of the parent's children from birth to eighteen (18) years of age that it collects, maintains, or uses as described in Article 7, and understands that all rights under this rule transfer from the parent to the student of legal age, as defined in 511 IAC 7-32-91, when the student has reached eighteen (18) years of age and not had a guardian appointed.
6. Permits a custodial and noncustodial parent to inspect and review the student's educational record unless it has received actual written notice that a court order has terminated or restricted the parent's authority to access the student's educational record under applicable state law governing matters, such as, but not limited to, guardianship, separation, divorce, or custody.
7. Complies with a request from a parent or student of legal age to inspect and review the educational record:
 - a. without unnecessary delay,
 - b. before any meeting regarding an IEP, IAES, or manifestation determination,
 - c. prior to a resolution session, due process hearing, or expedited due process hearing, and
 - d. in no case more than forty-five (45) calendar days after the request is made.
8. May charge a fee for copies of educational records, but does not charge a fee when the requested record is a copy of a student's educational evaluation report or IEP and the request is made by a parent or student of legal age, including a parent of a student or student of legal age who attends a nonpublic school.

9. Ensures that its fees for copies:

- a. Do not exceed actual cost of duplication; and
- b. Are not charged if doing so effectively prevents the parent or student of legal age from exercising the right to inspect and review the educational record.

10. Does not charge a fee to search for or retrieve information under 511 IAC 7-38-1.

11. Understands and ensures that, if an educational record includes information on more than one (1) student, the parent or student of legal age has the right to inspect and review only the information relating to the parent's child or student of legal age or be informed of that specific information.

12. Maintains a record of each request for access to and disclosure of personally identifiable information from the educational record of each student, except when the disclosure has been by or to:

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- a. A parent or student of legal age.
- b. A party with written consent from the parent or student of legal age.
- c. A party seeking directory information.
- d. An authorized public agency official.
- e. A party receiving the record pursuant to a lawfully issued subpoena or other court order specifically stating that the following will not be disclosed:
 - i. The existence and contents of the subpoena or other court order.
 - ii. The information furnished in response to the subpoena or other court order.

13. Maintains the record of access and disclosure with the educational record as long as the educational record is maintained and includes the name of the person who has requested or received personally identifiable information from the educational record, the purpose of the party in requesting or obtaining the information, and the date of disclosure of the information.

14. Ensures that, if it discloses personally identifiable information with the understanding that the party receiving the information may make further disclosures on behalf of the public agency in which prior consent is not required, the record of disclosure will include the names of the additional parties to which the receiving party may disclose the information on behalf of the public agency and the purpose of each of the additional parties in requesting or obtaining the information.

15. Upon request of a parent or student of legal age, provides a list of the types and locations of educational records it collects, maintains, or uses.

16. Transmits the student's current IEP and any disciplinary records relative to a suspension or expulsion when transmitting the student's educational record due to a student's transfer from one school to another.

17. Ensures that, when reporting a crime committed by a student with a disability, it transmits copies of the education and disciplinary record of the student only to the extent the transmission is permitted by the Family Educational Rights and Privacy Act (which includes requiring the receiving authorities to certify in writing that the records will not be disclosed to any other parties) and as required by IC 20-33-7-3, without the prior written consent of the parent or the student of legal age for consideration by the appropriate authorities to whom it reports the crime.

18. Obtains the written and dated consent of the parent or student of legal age before personally identifiable information is disclosed, except as specified in 511 IAC 7-38-1(o), (q), and (r), to anyone other than the parent, student of legal age, or authorized public agency officials, or before the information is used for any purpose other than those specified in Article 7. The public agency ensures that the consent specifies the record that may be disclosed, the purpose of the disclosure, and the person or class of persons to whom the record may be disclosed.

19. Understands with the following exceptions that parental consent is not required before personally identifiable information is released to officials of other agencies or institutions for purposes of meeting a requirement of Article 7:

- a. Parental consent, or the consent of a student of legal age, as defined in 511 IAC 7-32-17, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with 511 IAC 7-43-3.
- b. If a student is enrolled or is going to enroll in a nonpublic school that is not located in the student's school district of legal settlement, parental consent must be obtained before any personally identifiable information about the student is released between officials from the school corporation where the nonpublic school is located and the school corporation of legal settlement.

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20. May allow access to, or disclose information from, an educational record without consent of the parent or student of legal age under any of the following conditions:

- a. The disclosure is to authorized public agency officials within the agency, including teachers, whom the agency has determined to have legitimate educational interests.
- b. The disclosure is to officials of another public agency or institution of postsecondary education where the student is enrolled, or intends to enroll, subject to the following:
 - i. The public agency must make a reasonable attempt to notify the parent or student of legal age at the last known address of the parent or student of legal age, unless the:
 - 1. disclosure is initiated by the parent or student of legal age; or
 - 2. annual notice in 511 IAC 7-38-1 (a) includes notice that the agency forwards educational records to another public agency or institution that has requested the records and in which the student intends to or has enrolled.
 - ii. The public agency must provide the following:
 - 1. Upon request of the parent or student of legal age, a copy of the disclosed record.
 - 2. At the request of a parent or student of legal age, the opportunity for a hearing as described in 511 IAC 7-38-(c).
- c. Notwithstanding paragraph 20(b)(i) above, when a student was previously enrolled in the public agency, it will take reasonable steps to promptly respond to a request from the student's new school, public or nonpublic, for the student's educational records.
- d. The disclosure is to authorized representatives of the Comptroller General or Attorney General of the United States, the Secretary of the United States Department of Education, or state and local education authorities in connection with an audit, evaluation, or accreditation of federal or state supported education programs, or for the enforcement of, or compliance with, federal or state legal requirements related to those programs.
- e. The disclosure is in connection with financial aid for which the student applied or which the student has received, if the information is necessary for such purposes as determining eligibility for financial aid, the amount of financial aid, or the conditions for the financial aid OR for enforcing the terms and conditions of the financial aid. For purposes of this section "financial aid" means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution.
- f. The disclosure is to a state or local juvenile justice agency for the purposes set forth in IC 20-33-7-3.g. The disclosure is to an organization, such as federal, state, or local agencies or independent organizations conducting a study for or on behalf of federal or state education agencies or institutions for any of the purposes listed in this subsection, providing the organization protects the confidentiality of the educational record and destroys all copies in its possession when the

record is no longer needed for the purpose for which the study was conducted. Acceptable purposes of studies under this subsection are:

- i. developing, validating, or administering predictive tests;
- ii. administering student aid programs; or
- iii. improving instruction.

h. The disclosure is necessary to comply with a judicial order or lawfully issued administrative or judicial subpoena, provided the public agency makes a reasonable effort to notify the parent or the student of legal age of the order or subpoena in advance of the disclosure, so that the parent or student of legal age may seek protective action, unless the disclosure is in compliance with:

- i. a federal grand jury subpoena and the court has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or
- ii. any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

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i. The disclosure is to the court where the public agency has initiated legal action against the parent or student. The disclosure of a student's educational records relevant to the public agency's legal action may occur without a court order or subpoena, but the public agency must take steps to seal the record in the legal action.

j. The disclosure is to the court when a parent or student of legal age initiates legal action against the public agency. Disclosure of a student's educational records relevant for the public agency to defend itself may occur without a court order or subpoena.

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k. The disclosure is to appropriate parties in a health or safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Nothing in this rule prevents the public agency from:

- i. including in the educational record of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community, or
- ii. disclosing appropriate information maintained as described in (k)(i) above to teachers and school officials within the public agency who it has determined have legitimate educational interests in the behavior of the student or to teachers and school officials in other schools who have been determined to have legitimate educational interests in the behavior of the student.

l. The disclosure is information the public agency has designated as directory information if it has given public notice to parents of students in attendance and students of legal age in attendance at the public agency:

- i. of the types of personally identifiable information that the agency has designated as directory information;
- ii. that a parent or student of legal age has the right to refuse to let the public agency designate any or all of those types of information about the student as directory information; and
- iii. of the period of time in which a parent or student of legal age has to notify the public agency in writing that he or she does not want any or all of those types of information about the student designated as directory information.

The public agency may disclose directory information about former students without meeting the conditions set forth in this paragraph.

m. The disclosure is to any of the following:

- i. The parent of a dependent student as defined under Section 152 of the Internal Revenue Code of 1986.
- ii. Accrediting organizations to carry out their accrediting functions.
- iii. The parent of a student or to the student of legal age.

21. Upon request, provides the parent or student of legal age with a copy of the information that has been disclosed.

22. May disclose personally identifiable information from an educational record only on the condition that the party to whom the information is disclosed will not redisclose the information to any other party without the prior consent of the parent or student of legal age, except for disclosures:

- a. of directory information;
- b. to the parent or student of legal age; or
- c. made pursuant to court orders or lawfully issued subpoenas.

23. Does not permit a third party access to personally identifiable information from an educational record for at least five (5) years, if the Family Policy Compliance Office, United States Department of Education

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determines that the third party improperly redisclosed personally identifiable information from educational record.

24. May utilize the due process procedures described in 511 IAC 7-45 if a parent refuses to provide consent under 511 IAC 7-38-1

B. Procedures for amending educational records

1. Understands that a parent or student of legal age who believes that information in an educational record collected, maintained, or used under this rule is inaccurate, misleading, or violates the privacy or other rights of the student may request the public agency that maintains the record to amend the information and that the request must be in writing, dated, and specify what information the parent or student of legal age believes to be inaccurate, misleading, or in violation of the student's privacy or other rights.

2. If it agrees to amend the information as requested, amends the information within ten (10) business days after the request is received and notifies the parent or student of legal age in writing that the change has been made, including the date the change was made.

3. If it refuses to amend the information as requested, notifies the parent or student of legal age of the refusal in writing within ten (10) business days after the request is received. The written notice includes a statement of the right of the parent or student of legal age to a hearing to challenge the information in the student's educational record and the procedures for the hearing, including the following:

- a. The parent or student of legal age must submit to the public agency a written request for a hearing, specifying the:
 - i. information challenged; and
 - ii. reasons the parent or student of legal age believes the information to be:

- 1. inaccurate;
 - 2. misleading; or
 - 3. in violation of the student's privacy or other rights.

b. The public agency must do the following:

- i. Convene a hearing within fifteen (15) business days after the request for the hearing is received.
 - ii. Notify the parent or student of legal age, in writing of the hearing date, time, and location not less than five (5) business days prior to the hearing;

c. The hearing may be conducted by any person, including an official of the public agency, who does not have a direct interest in the outcome of the hearing.

d. The parent or student of legal age:

- i. must be given a full and fair opportunity to present evidence relevant to the issues; and
- ii. may, at their own expense, be assisted or represented by one (1) or more persons, including an attorney.
- e. The hearing officer must notify the parent or student of legal age of the hearing decision in writing within ten (10) business days after the hearing. The decision must:
 - i. be based solely on evidence and testimony presented at the hearing; and
 - ii. include a summary of the evidence and the reasons for the decision.
- f. If the hearing officer determines the information in question is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the public agency must:
 - i. amend the information accordingly; and
 - ii. inform the parent or student of legal age in writing of the amendment.
- g. If the hearing officer determines the information in question is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the public agency must inform

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the parent or student of legal age in writing of the right to place a statement in the student's record commenting on the contested information or stating the reasons for disagreeing with the decision, or both.

h. A statement placed in the record by the parent or student of legal age under paragraph (g) above must be maintained by the public agency in the student's record as long as the record or the contested portion of the record is maintained by the public agency. The public agency must disclose the statement whenever it discloses the record or the contested portion of the record to which the statement relates.

C. Confidentiality safeguards in the collection, maintenance, and destruction of educational records

1. Has established, maintains, and implements procedures to protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. These procedures must include, but are not limited to, those described in 511 IAC 7-38 and the following:
 - a. The appointment of one (1) official in each building or administrative office to be responsible for ensuring compliance with the confidentiality provisions of this rule.
 - b. The provision of training or instruction for all persons collecting or using personally identifiable information regarding the following:
 - i. The student and parent procedural safeguards with respect to the provision of a free and appropriate public education.
 - ii. Confidentiality provisions of this rule and the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
2. Maintains for public inspection a current listing of the names and positions of those employees within the public agency authorized to access personally identifiable information.
3. Informs the parent or student of legal age, in writing, when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student. The information is destroyed at the request of the parent or student of legal age in accordance with the public agency's record retention schedules.
4. Maintains a student's educational record for at least three (3) years after the student exits from the special education program and in accordance with its record retention schedules. It does not destroy any educational record if there is an outstanding request to inspect and review the record.
5. The public agency may maintain a permanent record, without time limitation, of the following student information:
 - a. Name, address, and telephone number.
 - b. Grades.
 - c. Classes attended.
 - d. Grade level completed and year completed.

- e. Attendance record.
- f. The year the student exited from school.
- g. High school transcript that includes the following:
 - i. Attendance records.
 - ii. The student's latest statewide assessment program test results.
 - iii. Any secondary or postsecondary certificates of achievement.
 - iv. Immunization information.
 - v. Other information as determined by the public agency.

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6. Maintains and stores a student's educational record in such a manner that the manner of maintenance and storage does not abridge any rights under 511 IAC 7-38 and so that the educational record can be reviewed and copies made if needed.

VI. EDUCATIONAL SURROGATE PARENTS

State Regulatory Requirements: 511 IAC 7-39-1 and 7-39-2

A. Method for determining whether a student needs an educational surrogate parent

- 1. Has established, maintains, and implements written procedures on how it determines a student is in need of an educational surrogate parent and how eligible persons will be trained to serve as educational surrogate parents.
- 2. Protects the rights of a student by assigning an educational surrogate parent:
 - a. When no parent, as defined in 511 IAC 7-32-70, can be identified.
 - b. When, after reasonable efforts, the public agency cannot locate a parent.
 - c. When the student is a ward of the state under the laws of the state, unless:
 - i. The court order creating the wardship permits the student to remain in the home or expressly reserves to a parent the authority to make decisions regarding the student's education or upbringing, or
 - ii. The student is a ward of the department of correction who has a parent as defined by 511 IAC 7-32-70.
 - d. When the student is a homeless student as defined in 511 IAC 7-32-46 who is not in the physical custody of a parent or guardian.
- 3. Appoints an educational surrogate parent, if needed:
 - a. at the time the student is referred for an initial educational evaluation; and
 - b. any time the public agency determines that a student who has been identified as disabled under Article 7 is in need of an educational surrogate parent.
- 4. Makes reasonable efforts to ensure the assignment of an educational surrogate parent not more than thirty (30) calendar days after it determines that a student needs an educational surrogate parent.
- 5. Understands that, if a student is a ward of the state, the educational surrogate parent may be appointed by the judge overseeing the student's case, provided that the educational surrogate parent meets the requirements of 511 IAC 7-39-2(b)(1) and (d).

B. Method for assigning an educational surrogate parent

- 1. Has established, maintains, and implements written procedures regarding the assignment of educational surrogate parents that include:
 - a. A system to assign educational surrogate parents.
 - b. A system for determining the eligibility of individuals to serve as educational surrogate parents.
 - c. A system for training individuals to serve as educational surrogate parents that includes training regarding special education laws and rules.
- 2. Ensures that a person assigned as an educational surrogate parent:

- a. is not employed by the department of education, a public agency, or any other agency involved in the education or care of the student;
 - b. has no personal or professional interest that conflicts with the interests of the student whom the educational surrogate parent represents;
 - c. matches the student's cultural and linguistic background to the extent possible; and d. has knowledge and skills that ensure adequate representation of the student.
3. Understands that an individual who otherwise qualifies to be an educational surrogate parent under 511 IAC 7-39-2(b) is not considered an employee of the public agency solely because it may pay the individual to serve as an educational surrogate parent.
5. May appoint appropriate staff of emergency or transitional shelters, independent living programs, and street outreach programs as a temporary educational surrogate parent for a homeless student, as defined in 511 IAC 7-32-46, who is not in the physical custody of a parent or guardian, without regard to 511 IAC 7-39-2(b)(1) until a nontemporary educational surrogate parent can be appointed that meets all of the requirements of 511 IAC 7-39-2(b).
6. Understands and allows an educational surrogate parent may represent the student in all matters relating to identification, evaluation and eligibility, placement, and the provision of a free appropriate public education.
7. Understands that an educational surrogate parent's representation of a student includes: a. Participating in case conferences or other parent-teacher conferences.
- b. Granting or denying written consent for evaluation or services.
 - c. Accessing and reviewing the student's educational record.
 - d. Requesting mediation, a due process hearing, or filing a complaint.
 - e. Exercising on behalf of the student any other rights that a parent may exercise under Article 7.
8. Understands that an individual assigned as an educational surrogate parent is not liable for damages arising out of any civil action initiated as a result of the individual's discharge of this duty.
9. Trains or contracts with another agency or organization to train educational surrogate parents about special education laws and rules in accordance with 511 IAC 7-39-2(a)(3) in order to develop a pool of educational surrogate parents from which the public agency may draw.
10. Assigns or arranges for the assignment of an educational surrogate parent for a student who attends an educational program outside the school corporation of legal settlement and is in need of an educational surrogate parent, by assigning the educational surrogate parent from the school corporation of legal settlement, or from geographic area where the educational program is located as agreed upon by the administrators of both programs involved.
11. Keeps a list of educational surrogate parents from which it makes its assignments. The list includes the qualifications of and number of assignments for each educational surrogate parent.

VII. IDENTIFICATION AND EVALUATION State Regulatory Requirements: 511 IAC 7-40-1 through 7-40-8 A.
Child find

- 1. Shall establish, maintain, and implement written procedures that ensure the location, identification, and evaluation of all students attending the charter school who are in need of special education and related services, regardless of severity of their disabilities.
- 2. Must develop and implement a practical method to determine which students are currently receiving needed special education and related services.

B. Comprehensive and coordinated early intervening services

Options Charter Schools:

1. Does not use more than fifteen percent (15%) of the amount the public agency receives under Part B of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., for any fiscal year, less any amount reduced by the public agency pursuant to 34 CFR 300.205, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement comprehensive and coordinated early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade 3) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.
 2. If it implements comprehensive and coordinated early intervening services under 511 IAC 7-40-2, it may carry out activities that include, but are not limited to:
 - a. Professional development, which may be provided by entities other than public agencies, for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software.
 - b. Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.
 3. Does not construe anything in 511 IAC 7-40-2 to either limit or create a right to a free appropriate public education under Article 7 or delay appropriate evaluation of a child suspected of having a disability.
 4. If it develops and maintains comprehensive and coordinated early intervening services under 511 IAC 7-70-2 will annually report the following to the department of education:
 - a. The number of children served under this section who received early intervening services.
 - b. The number of children served under this section who received early intervening services and subsequently receive special education and related services under Article 7 during the preceding two (2) year period.
 5. Understands that funds made available to carry out 511 IAC 7-40-2 may be used to carry out comprehensive and coordinated early intervening services aligned with activities funded by and carried out under the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (ESEA) if those funds are used to supplement, and not supplant, funds made available under the ESEA for the activities and services assisted under this section.
 6. Provides a written notice to parents when a student participates in a process that assesses the student's response to scientific, research based interventions and requires an intervention that is not provided to all students in the general education classroom, and ensures that the written notice includes:
 - a. The amount and nature of student performance data that will be collected and the general education services that will be provided.
 - b. The evidence-based strategies that will be utilized for increasing the student's rate of learning to grade level.
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- c. The parent's right to request an educational evaluation to determine eligibility for special education and related services.
 - d. An explanation that:
 - i. it will initiate a request for an educational evaluation if the student fails to make adequate

progress after an appropriate period of time, as determined by the parent and the public agency, when provided with scientific, research based interventions; and ii. when it initiates a request for an educational evaluation under paragraph (d)(i) above, it

will provide written notice to the parent regarding the evaluation before requesting written parental consent for the evaluation as specified in 511 IAC 7-40-4. After obtaining written parental consent, it will evaluate the student and convene the case conference committee within twenty (20) instructional days.

C. Educational evaluations -- in general

1. Applies 511 IAC 7-40-3 to educational evaluation procedures that enable a student's case conference committee to determine:

a. whether the student is eligible for special education and related services; and b. if eligible, the special education and related services necessary to meet the educational needs of the student.

2. Does not apply these procedures to:

a. A test or other evaluation that is administered to all students unless, before administration of the test or evaluation, consent is required from parents of all students.

b. A screening of students by a teacher or a specialist to determine appropriate instructional strategies for curriculum implementation.

c. A review of existing data regarding a student.

d. The collection of progress monitoring data when a student participates in a process that assesses the student's response to scientific, research based interventions described in 511 IAC 7-40-2.

3. Has established, maintains, and implements written procedures regarding initial evaluations and reevaluations, including a description of:

a. The way in which a parent or the public agency may request an initial educational evaluation. b. The methods used to assign a multidisciplinary team to conduct educational evaluations. c. The procedures used for reevaluations.

4. Understands that, when referrals for any student from birth through the school year in which the student becomes twenty-two (22) years of age are made directly to the Indiana School for the Deaf, the Indiana School for the Blind and Visually Impaired, the Indiana Soldiers' and Sailors' Children's Home, or any other state-operated school by other than the designated representative of the student's public school corporation of legal settlement, the state-operated school shall refer the person making the contact back to the public school corporation of legal settlement and the referral, evaluation, and case conference committee meeting described in 511 IAC 7-40-4 are the responsibility of the public school corporation of legal settlement.

5. Has established, maintains, and implements procedures to ensure that:

a. Assessments and other evaluation materials are:

i. Provided and administered in the student's native language or other mode of communication and form most likely to yield accurate information on what the student knows and can do

academically, developmentally, and functionally, unless it is clearly not feasible to do so. ii. Selected and administered so as not to be discriminatory on a racial or cultural basis. iii. Used for the purposes for which the assessments or measures are valid and reliable.

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iv. Administered as follows by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments.

- v. Technically sound instruments that may assess the relative contributions of cognitive and behavioral factors, in addition to physical or developmental factors.
 - b. Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those designed to provide a single general intelligence quotient.
 - c. Assessments are selected and administered so as best to ensure that if an assessment is administered to a student with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the student's aptitude or achievement level, or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills, unless those skills are the factors that the test purports to measure.
 - d. The student is assessed or information is collected in all areas related to the suspected disability, including, if appropriate, development, cognition, academic achievement, functional performance or adaptive behavior, communication skills, motor and sensory abilities (including vision or hearing), available educationally relevant medical or mental health information, and social and developmental history.
 - e. Assessments of students with disabilities who transfer from one (1) public agency to another public agency in the same school year are coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as possible, consistent with 511 IAC 7-40-5(c)(2), to ensure prompt completion of full evaluations.
 - f. Assessment tools and strategies provide relevant information that directly assists the case conference committee in determining the special education and related service needs of the student.
 - g. Educational evaluations are sufficiently comprehensive to identify all of the student's special education and related service needs whether or not commonly linked to the disability category in which the student has been classified.
6. Ensures that, in conducting the educational evaluation, the multidisciplinary team uses a variety of assessment tools and strategies, as required in 511 IAC 7-41, to gather relevant functional, developmental, and academic information about the student, including information provided by the parent, to assist the case conference committee in determining:
- a. Whether the student is eligible for special education and related services and
 - b. The content of the student's individual educational program, including information related to enabling the student to be involved in and progress in the general education curriculum (or for an early childhood student, to participate in appropriate activities).
7. Evaluates a student with a disability in accordance with the requirements of this 511 IAC 7-40 and 511 IAC 7-41 before a case conference committee can determine that the student is no longer a student with a disability, except when termination of the student's eligibility is due to:
- a. graduation with a high school diploma as defined in 511 IAC 6-7.1-1(e);
 - b. exceeding the age eligibility under Article 7; or
 - c. a parent's revocation of consent for special education and related services in accordance with 511 IAC 7-42-15.
8. Provides a student with a summary of performance, as required in 511 IAC 7-43-7 whenever a student graduates with a high school diploma as defined in 511 IAC 6-7.1-1, leaves high school with a certificate of completion, or exceeds the age eligibility for special education and related services under Article 7.
9. May provide a student with a summary of performance when the student withdraws from high school after an exit interview is conducted, and the student's parent and principal consent to the withdrawal as specified in IC 20-33-2-28.5(b).

D. Initial educational evaluation; public agency written notice and parental consent

- 1. Understands that either a parent of a student or a public agency may initiate a request for an educational evaluation to determine if a student is eligible for special education and related services under Article 7. If a parent makes a request for an evaluation after revoking consent for special education and related services in accordance with 511 IAC 7-42-15,

the public agency must treat the parent's request for evaluation as a request for an initial evaluation, and the evaluation must be conducted in accordance with this section.

2. Initiates a request for an educational evaluation if a student is suspected of having a specific learning disability because the student has not made adequate progress after an appropriate period of time when provided with appropriate instruction described in 511 IAC 7-41-12(a)(3)(G).

3. Subsequent to a request to conduct an educational evaluation, but before actually conducting the evaluation, provides the parent with written notice as specified in 511 IAC 7-40-4(e) and obtains parental consent as defined in 511 IAC 7-32-17.

4. Understands that a parent's request for an evaluation may be made verbally or in writing and must be made to licensed personnel as defined in 511 IAC 7-32-58.

5. Provides written notice to the parent within ten (10) instructional days of licensed personnel's receipt of the parent's request that includes:

a. A statement that it is proposing or refusing to conduct the educational evaluation that includes a description of each evaluation procedure, assessment, record, or report it used as a basis for proposing or refusing to conduct the educational evaluation.

b. A description of other factors relevant to the public agency's proposal or refusal to conduct the educational evaluation.

c. If it is proposing to conduct the evaluation:

i. A description of any evaluation procedures it proposes to conduct,

ii. The timeline for conducting the educational evaluation and convening the case conference committee meeting, and

iii. An explanation of how to request a copy of the educational evaluation report, at no cost to the parent, prior to the case conference committee meeting and/or a meeting with an individual who can explain the results of the educational evaluation prior to the case conference committee meeting.

d. If it is refusing to conduct the educational evaluation, an explanation of the parent's right to contest the agency's decision by requesting mediation in 511 IAC 7-45-2 and/or a due process hearing in 511 IAC 7-45-3.

e. A statement that a parent of a student with a disability has protection under the procedural safeguards described in 511 IAC 7-37-1.

f. A list of sources for parents to contact to obtain assistance with understanding the provisions of Article 7.

6. Provides a copy of the notice of procedural safeguards to the parent when providing the written notice described in paragraph 5 above.

7. Ensures that the written notice described in paragraph 5 above is written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

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8. Ensures and documents in writing that, when the native language or other mode of communication of the parent is not a written language, it takes steps to make sure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication and the parent understands the content of the notice.

9. Understands that a parent may challenge the public agency's refusal to conduct an initial evaluation by requesting mediation in 511 IAC 7-45-2 and/or a due process hearing in 511 IAC 7-45-3.

10. Understands that, after receiving the written notice described in paragraphs 5, 6, 7, and 8 above, the parent of the student must provide consent, as defined in 511 IAC 7-32-17, to licensed personnel before it can conduct the initial educational evaluation.

11. Understands that, at the same time the parent provides consent for the educational evaluation, the parent may request a copy of the educational evaluation report, at no cost to the parent, prior to the case conference committee meeting and/or a meeting with an individual who can explain the results of the educational evaluation prior to the case conference committee meeting.

12. Understands that it is not required to obtain parental consent:

- a. To review existing data as part of an educational evaluation.
- b. To administer a test or other evaluation that is administered to all students unless, before administration of the test or evaluation, consent is required from parents of all students.
- c. To screen students if a teacher or a specialist is using the information to determine appropriate instructional strategies for curriculum implementation.
- d. To collect progress-monitoring data when a student participates in a process that assesses the student's response to scientific, research based interventions as described in section 2 of this rule.

13. Makes reasonable efforts to obtain parental consent, as defined in 511 IAC 7-32-17, for the initial educational evaluation and documents such efforts by keeping a record of its attempts to obtain parental consent, including:

- a. detailed records of telephone calls made or attempted and the results of the calls.
- b. copies of correspondence sent to the parent and any responses received
- c. detailed records of visits made to the parent's home or place of employment and the results of those visits.

14. Does not construe parental consent for an initial educational evaluation as consent for initial provision of special education and related services.

15. For initial educational evaluations only, if the student is a ward of the state and is not residing with the student's parent, is not required to obtain consent as defined in 511 IAC 7-32-17, from the parent for an initial evaluation to determine whether the student is a student with a disability if:

- a. despite reasonable efforts to do so, it cannot discover the whereabouts of the parent of the student;
- b. the rights of the parents of the student have been terminated in accordance with state law; or
- c. the rights of the parent to make educational decisions have been subrogated by a judge in

accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

16. Understands that, if the parent of a student enrolled in public school or seeking to be enrolled in public school does not provide consent for an initial educational evaluation under 511 IAC 7-40-4 (i), or the parent fails to respond to a request to provide consent, it may, but is not required to, pursue the initial educational

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evaluation of the student by utilizing mediation in 511 IAC 7-45-2 and/or requesting a due process hearing in 511 IAC 7-45-3.

17. Understands it does not violate its obligations under Article 7 if it declines to pursue the educational evaluation.

18. Understands that if a parent of a student who is parentally-placed in a nonpublic school, including a home school, does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to its efforts to obtain consent, it may not pursue the initial educational evaluation of the student by utilizing mediation in 511 IAC 7-45-2 or requesting a due process hearing in 511 IAC 7-45-3 and is not required to consider the student as eligible for special education and related services under 511 IAC 7-34.

E. Conducting an initial educational evaluation

1. Conducts a comprehensive and individual educational evaluation, after a parent has provided consent, as defined in 511 IAC 7-32-17, in accordance with the requirements of 511 IAC 7-40 and 511 IAC 7-41.

2. Ensures that the educational evaluation is conducted by a multidisciplinary team that prepares an educational evaluation report addressing the necessary components of evaluation specific to each suspected disability set forth in 511 IAC 7-41.
3. Ensures that the multidisciplinary team's report is utilized by the student's case conference committee to determine eligibility for special education and related services and, if a student is found to be eligible, to inform the student's case conference committee of the student's special education and related service needs.
4. Ensures that the educational evaluation is conducted by a multidisciplinary team, which is a group of qualified professionals who conduct a student's educational evaluation with input from the student's parent. It further ensures that the qualified professionals include, but are not limited to:
 - a. at least one (1) teacher licensed in, or other specialist with knowledge in, the area of suspected disability.
 - b. a school psychologist, except for a student with a suspected:
 - i. developmental delay, in which case the multidisciplinary team is at least two (2) qualified professionals from different disciplines based upon the needs of the student;
 - ii. language impairment, a speech-language pathologist and at least one (1) qualified professional from a different discipline based upon the needs of the student; or
 - iii. speech impairment only, a speech-language pathologist may serve as the sole qualified professional on the multidisciplinary team.
 - c. For a student with a suspected specific learning disability:
 - i. The student's general education teacher or, if the student does not have a general education teacher, a general education teacher qualified to teach students of the same age.
 - ii. For early childhood students, an individual who holds an appropriate license to teach early childhood special education.
 - d. For a student who is blind or has low vision, deaf or hard of hearing, or has suspected multiple disabilities, it may request that representatives of the state-operated schools serve as part of the multidisciplinary team only if the parent has provided written consent, in addition to the written consent to conduct the initial educational evaluation, for the representative's participation in the educational evaluation.
5. Ensures that, as part of the educational evaluation, the multidisciplinary team, with or without a meeting:
 - a. Reviews existing evaluation data on the student, including evaluations and information provided by the parents of the student, current classroom, local, and state assessments, and classroom based observations and observations by teachers and related services providers.
 - b. On the basis of that review, and input from the student's parents, identifies the suspected disability or disabilities, any additional data, as described in 511 IAC 7-41, that is required for the student's case conference committee to determine eligibility or the student's special education or related service needs
 - c. Obtains information for the case conference committee to use in making determinations under 511 IAC 7-40-6(b)(1).
6. Conducts the initial educational evaluation and convenes the case conference committee within fifty (50) instructional days of the date its licensed personnel receives the written parental consent except:
 - a. When a student has participated in a process that assesses the student's response to scientific, research based interventions described in 511 IAC 7-40-2, in which case the time frame is twenty (20) instructional days.
 - b. When a child is transitioning from early intervention (Part C) to early childhood special education (Part B), in which case the evaluation is completed and the case conference committee convened to ensure that the child receives special education services by his or her third birthday.

c. When the parent of a student repeatedly fails or refuses to produce the student for the evaluation. d. When a student enrolls in a school of another public agency after the relevant time frame in 511 IAC 7-40-5(a) has begun, and prior to completion of the evaluation, if the subsequent public agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent public agency agree to a specific time when the evaluation will be completed.

7. Ensures that, after an educational evaluation has been completed, the multidisciplinary team compiles the team's findings into an educational evaluation report.

8. Ensures that, for a student with the suspected disability of autism spectrum disorder, the educational evaluation report includes the results of the multidisciplinary team's assessments, observations, and collection of information as aligned to the characteristics of autism spectrum disorder.

9. Ensures that, for a student with a suspected learning disability, the educational evaluation report includes: a. Documentation of the requisite notice and notice content as described in 511 IAC 7-40-2(f) for a student who has participated in a process that assesses the student's response to scientific, research based interventions

b. The instructional strategies used and the student centered data collected.

c. A synthesis of the required educational evaluation components in 511 IAC 7-41-12 in relationship to:

i. Whether the student does not achieve adequately for the student's age or to meet state grade level standards in one (1) or more of the areas identified in 511 IAC 7-41-12(a)(1) when provided with learning experiences and instruction appropriate for the student's age or state grade level standards and meets either of the following criteria

1. The student does not make sufficient progress to meet age or state grade level standards in one (1) or more of the areas identified in 511 IAC 7-41-12(a)(1) when

using a process based on the student's response to scientific, research based intervention OR

2. The student exhibits a pattern of strengths and weaknesses in performance or achievement, or both, relative to age, state grade level standards, or intellectual development, that is determined by the multidisciplinary team to be relevant to the

identification of a specific learning disability. The multidisciplinary team is prohibited

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from using a severe discrepancy between academic achievement and global cognitive functioning to meet this requirement.

ii. The effects of any of the following factors on the student's achievement:

1. Visual, hearing, or motor disability.

2. Cognitive disability.

3. Emotional disturbance.

4. Cultural factors.

5. Environmental or economic disadvantage.

6. Limited English proficiency.

iii. Whether the multidisciplinary team believes the student has a specific learning disability and the basis for having that opinion. The opinion of the multidisciplinary team is utilized by the case conference committee to determine whether the student is eligible for

special education. Each member of the multidisciplinary team certifies in writing whether the educational evaluation report reflects the member's opinion. If the report does not reflect

the member's opinion, the member submits a separate statement presenting the member's

opinion.

10. Provides a copy of the educational evaluation report at no cost to the parent at least five (5) instructional days prior to the scheduled case conference committee meeting if the parent has made such a request pursuant to 511 IAC 7-40-4.

11. Ensures that an individual who can explain the evaluation results meets with the parent to explain the results at least five (5) instructional days prior to the scheduled case conference committee meeting if the parent has made such a request pursuant to 511 IAC 7-40-4. It further ensures that such meeting is scheduled at a mutually agreed upon date, time, and place and that a copy of the educational evaluation report is provided at no cost to and reviewed with the parent at this meeting.

12. Provides a copy of the educational evaluation report at no cost to the parent at the case conference committee meeting if the parent has not requested a copy of the report or a meeting to explain the evaluation. If the student is parentally-placed in a nonpublic school, the public agency also provides a copy of the educational evaluation report at no cost to the nonpublic school representative.

F. Determination of eligibility

1. Convenes a case conference committee meeting upon completion of the educational evaluation to determine whether the student is eligible for special education and related services, and, if eligible, the special education and related services necessary to meet the educational needs of the student.

2. Ensures that the case conference committee does not determine that a student is eligible for special education and related services under Article 7 if:

a. The determinant factor is:

i. a lack of appropriate instruction in reading, including the essential components of reading instruction, which means explicit and systematic instruction in:

1. phonemic awareness;
2. phonics;
3. vocabulary development;
4. reading fluency, including oral reading skills; and
5. reading comprehension strategies;

ii. lack of appropriate instruction in math; or

iii. limited English proficiency; and

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b. a student does not otherwise meet the eligibility criteria under this rule and 511 IAC 7-41.

3. Ensures that:

a. When determining eligibility for special education and related services, the case conference committee considers all of the information contained in the educational evaluation report; and does not rely on any single measure or assessment as the sole criterion for determining eligibility or appropriate educational services.

b. If the case conference committee determines that the student only needs a related service, but not special education, it does not determine that the student is eligible for services under Article 7. c. If the case conference committee determines that a student is eligible for special education and related services, it develops an IEP that meets the special education and related service needs of the student in accordance with 511 IAC 7-42.

G. Independent educational evaluation

1. Understands that “independent educational evaluation” means an evaluation conducted by a qualified evaluator whom it does not employ and upon a parent’s request for an independent educational evaluation, provides the parent

with information about where an independent educational evaluation may be obtained and its criteria applicable to independent educational evaluations as described in subsection 511 IAC 7-40-7(h).

2. Understands that the parent has the right to an independent educational evaluation if the parent disagrees with the evaluation conducted by the public agency and that it either pays an independent evaluation or otherwise ensures that it is provided at no cost to the parent.

3. Notifies the parent in writing within ten (10) business days of receipt of a parent's request for an independent educational evaluation that it will pay for the independent evaluation or initiates a due process hearing within the same time period to show that its evaluation is appropriate.

4. May ask the parent why the parent objects to its evaluation, but does not require the parent to provide an explanation and does not unreasonably delay providing the independent evaluation at public expense or initiating a due process hearing as a result of the parent's response or lack of response.

5. Understands that a student's parents are entitled to only one (1) independent educational evaluation at public expense each time it conducts an educational evaluation with which the parent disagrees.

6. Understands that:

a. If it initiates a hearing to determine the appropriateness of its educational evaluation, and the hearing officer determines that the evaluation conducted by the public agency is appropriate, the parent may still seek an independent evaluation, but at the parent's expense.

b. If the parent obtains an independent evaluation at public expense or shares with the public agency an independent educational evaluation obtained at the parent's expense, the case conference committee will consider the results of the evaluation (if it meets the public agency's criteria) in any decision made with respect to the provision of a free appropriate public education to the student; and may be presented by any party as evidence at a due process hearing regarding the student.

c. In a due process hearing under 511 IAC 7-45-3 through 511 IAC 7-45-8 on the issue of the public agency's reimbursement of the parent's expense for an independent educational evaluation, an independent hearing officer cannot order reimbursement for the evaluation if the hearing officer determines that the evaluation obtained by the parent did not meet the public agency's criteria.

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d. If an independent hearing officer requests an independent educational evaluation as part of a due process hearing, the cost of the evaluation is at public expense.

e. If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the evaluator must be the same as it uses when it initiates an educational evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation.

f. It may not impose any criteria, conditions, or timelines, except those described in 511 IAC 7-40-7(j) related to obtaining an independent educational evaluation at public expense.

H. Reevaluation

1. Understands that, once a student is eligible for special education and related services, any subsequent evaluation of the student is reevaluation, even if the student is being evaluated because a different or additional eligibility category is suspected.

2. Considers reevaluation for each student receiving special education and related services at least once every three (3) years, but understands that reevaluation need not occur if the parent and the public agency agree that it is unnecessary.

3. Considers reevaluation if it determines, at any time during the three (3) year cycle, that additional information is needed to address the special education or related services needs of the student or if the student's parent or teacher requests reevaluation.
4. Does not consider the following procedures as reevaluation:
 - a. A test or other evaluation that is administered to all students unless, before administration of the test or evaluation, consent is required from parents of all students.
 - b. A screening of students by a teacher or a specialist to determine appropriate instructional strategies for curriculum implementation.
 - c. A review of existing data regarding a student.
 - d. The collection of progress monitoring data when a student participates in a process that assesses the student's response to scientific, research based interventions described in 511 IAC 7-40-2.
5. Ensures that, if a case conference committee determines at an annual case conference committee meeting that reevaluation is necessary to reestablish eligibility for special education and related services, the reevaluation occurs by the next annual case conference committee meeting. In addition, it does not permit a reevaluation to reestablish eligibility to occur more than once a year, unless the parent and the public agency agree otherwise.
6. Conducts a reevaluation and convenes the case conference committee within 50 instructional days of the date that parental consent for the reevaluation is received by licensed personnel when the case conference committee determines or the parent or teacher requests a reevaluation to determine if the student is eligible for special education under a different or additional eligibility category or to inform the case conference committee of the student's needs.
7. Before it reevaluates or refuses to reevaluate a student, it provides the student's parent with a written notice that includes:
 - a. A statement that it is proposing or refusing to reevaluate the student that includes a description of each evaluation procedure, assessment, record, or report it used as a basis for proposing or refusing to reevaluate the student.
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- b. A description of other factors relevant to the public agency's proposal or refusal to reevaluate the student.
 - c. If it is proposing to reevaluate the student, a description of the reevaluation process and the timeline for conducting the reevaluation and convening the case conference committee meeting.
 - d. If it is refusing to conduct the educational evaluation, an explanation of the parent's right to contest the agency's decision by requesting mediation in 511 IAC 7-45-2 and/or a due process hearing in 511 IAC 7-45-3.
 - e. A statement that a parent of a student with a disability has protection under the procedural safeguards described in 511 IAC 7-37-1 and how the parent may obtain a copy of the notice of procedural safeguards.
 - f. A list of sources for parents to contact to obtain assistance with understanding the provisions of Article 7.
8. Ensures that the written notice described in paragraph 7 above is written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
9. Ensures and documents in writing that, when the native language or other mode of communication of the parent is not a written language, it takes steps to make sure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication and the parent understands the content of the notice.
10. Understands that a parent may challenge the public agency's refusal to conduct an initial evaluation by requesting mediation in 511 IAC 7-45-2 and/or a due process hearing in 511 IAC 7-45-3.
11. Understands that, after receiving the written notice described in paragraph 7 above, the parent of the student must provide consent, as defined in 511 IAC 7-32-17, to licensed personnel before it can conduct the reevaluation.

12. May pursue mediation and/or a due process hearing pursuant to 511 IAC 7-45-2 and 7-45-3 if the parent refuses to consent to the reevaluation and understands that it does not violate its obligations under Article 7 if it declines to pursue either of these options.

13. Does not need to obtain written parental consent before conducting the reevaluation if it has made reasonable efforts to obtain the consent and the parent fails to respond. It keeps a record of its attempts to obtain parental consent, including:

a. detailed records of telephone calls made or attempted and the results of the calls, b. copies of correspondence sent to the parent and any responses received, and c. detailed records of visits made to the parent's home or place of employment and the results of those visits.

14. Ensures that, after parental consent is received or the parent fails to respond as described in paragraph 13 above, the case conference committee and other qualified professional as appropriate, with or without a meeting:

a. Review existing evaluation data on the student, including evaluations and information provided by the parents of the student, current classroom based, local, or state assessments, and classroom based observations, and observations of teachers and related services providers.

b. On the basis of that review, and input from the student's parent, identify what additional data, if any, are needed to determine:

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i. whether the student continues to have a disability as described in 511 IAC 7-41 and the special education and related service needs of the student,

ii. the present levels of academic achievement and functional performance and related developmental needs of the student,

iii. whether the student continues to need special education and related services, and

iv. whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's

IEP and/or participate, as appropriate, in the general education curriculum.

15. Notifies the parent in writing if the case conference committee and other qualified professionals, as appropriate, after reviewing existing evaluation data as described in 511 IAC 7-40-8(l), determine that no additional data are needed to determine whether the student continues to be eligible for special education and to determine the student's special education and related service needs and ensures that the written notice describes:

a. The determination and the reasons for the determination, and

b. The parent's right to request an assessment to determine whether the student continues to be eligible for special education and/or the student's special education and related service needs.

16. After providing the notice described in paragraph 15 above, does not conduct a reevaluation assessment unless requested to do so by the student's parent.

17. Administers appropriate assessments and other evaluation measures necessary to produce the additional data determined necessary by the case conference committee and other qualified professionals, as appropriate, after their review of existing evaluation data as described in paragraph 14 above.

VIII. ELIGIBILITY CRITERIA

State Regulatory Requirements: 511 IAC 7-41-1 through 7-41-13

A. Autism spectrum disorder

1. Understands that autism spectrum disorder is a lifelong developmental disability that includes autistic disorder, Asperger's syndrome, and other pervasive developmental disorders, as described in the current version of the American

Psychiatric Association's Diagnostic Statistical Manual of Mental Disorders. The disability is generally evident before three (3) years of age and significantly affects verbal, nonverbal, or pragmatic communication and social interaction skills and results in an adverse effect on the student's educational performance. Other characteristics often associated include the following:

- a. Engagement in repetitive activities and stereotyped movements.
- b. Resistance to environmental change or change in daily routines.
- c. Unusual responses to sensory experiences.

2. Understands that autism spectrum disorder is a lifelong developmental disability that includes autistic disorder, Asperger's syndrome, and other pervasive developmental disorders, as described in the current version of the American Psychiatric Association's Diagnostic Statistical Manual of Mental Disorders. The disability is generally evident before three (3) years of age and significantly affects verbal, nonverbal, or pragmatic communication and social interaction skills and results in an adverse effect on the student's educational performance. Other characteristics often associated include the following:

- d. Engagement in repetitive activities and stereotyped movements.
- e. Resistance to environmental change or change in daily routines.
- f. Unusual responses to sensory experiences.

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3. Understands that autism spectrum disorder does not apply if a student's educational performance is adversely affected primarily by an emotional disability, blindness or low vision, deaf-blindness, or a cognitive disability, unless the characteristics of autism spectrum disorder are demonstrated to a greater degree than is normally attributed to these disabilities.

4. Ensures that eligibility for special education as a student with autism spectrum disorder is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e) and 511 IAC 7-40-5(f), which includes:

- a. An assessment of:
 - i. Current academic achievement as defined at 511 IAC 7-32-2.
 - ii. Functional skills or adaptive behavior across various environments from multiple sources.
 - iii. The student's receptive, expressive, pragmatic, and social communication skills that must include at least one (1) of the following:
 - 1. An individually administered norm-referenced assessment when appropriate for the student.
 - 2. If adequate information cannot be obtained via an individually administered norm referenced assessment, a criterion-referenced assessment that has been designed or may be adapted or modified for use with students who have autism spectrum disorder and is administered by a professional or professionals with knowledge of assessment strategies appropriate for the student.
- b. An assessment of motor skills and sensory responses.
- c. A social and developmental history that may include, but is not limited to, the following:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Motor skills.
 - iv. Responses to sensory experiences.
 - v. Relevant family and environmental information.
 - vi. Patterns of emotional adjustment.
 - vii. Unusual or atypical behaviors.
- d. A systematic observation of the student across various environments.
- e. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to:

- i. exclude the disabilities listed in subsection (b);
- ii. determine eligibility for special education and related services; and iii. inform the student's CASE CONFERENCE COMMITTEE of the student's special education and related services needs.

B. Blind or low vision

- 1. Understands that “Blind or low vision”, which may be referred to as a visual impairment, means a disability that even with best correction affects the student's ability to use vision for learning, which adversely affects the student's educational performance. It understands that the term includes a reduced ability or a complete inability to utilize the visual system to acquire information and may include or be limited to a reduction in field of vision.
- 2. Ensures that eligibility for special education as a student who is blind or has low vision is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:
 - a. An assessment of current academic achievement as defined at 511 IAC 7-32-2 and functional skills or adaptive behavior across various environments from multiple sources.

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- b. A social and developmental history that may include, but is not limited to:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Motor skills.
 - iv. Responses to sensory experiences.
 - v. Relevant family and environmental information.
- c. An assessment of functional vision and functional literacy as described in 511 IAC 7-42-6(c)(5).
- d. A systematic observation of the student across various environments.
- e. An assessment of motor skills, which may include travel skills.
- f. A written report from an optometrist or an ophthalmologist that includes:
 - i. Etiology and prognosis of the visual dysfunction.
 - ii. Secondary or accompanying visual conditions, such as nystagmus or photophobia, if appropriate
 - iii. Near/distance and corrected/uncorrected acuity measures for left, right, and both eyes, as appropriate.
 - iv. Measures of visual fields for both eyes, if appropriate.
 - v. Recommendations for use of aids, glasses, or lighting requirements, if appropriate.
- g. Any other assessments and information collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

C. Intellectual disability

- 1. Understands that:
 - a. An intellectual disability is manifested during the developmental period, characterized by significant limitations in cognitive functioning, demonstrated through limitations in adaptive behavior, and adversely affects educational performance.
 - b. A student with a mild intellectual disability has cognitive functioning that generally falls two (2) standard deviations below the mean and manifests delays in adaptive behavior consistent with the mild cognitive disability.
 - c. A student with a moderate intellectual disability has cognitive functioning that generally falls three (3) standard deviations below the mean and manifests delays in adaptive behavior consistent with the moderate cognitive disability.

d. A student with a severe intellectual disability has cognitive functioning and adaptive behavior skills that generally falls four (4) or more standard deviations below the mean and manifests delays in adaptive behavior consistent with the severe cognitive disability.

2. Ensures that eligibility for special education as a student with an intellectual disability is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

a. An assessment of:

i. Cognitive ability and functioning that must include at least one (1) of the following: 1. An individually administered norm-referenced assessment.

2. If adequate information cannot be obtained via an individually administered norm referenced assessment, a criterion-referenced assessment that has been designed or may be adapted or modified for use with students who have a cognitive disability; and is administered by a professional or team of professionals with knowledge of assessment strategies appropriate for the student.

ii. Current academic achievement as defined at 511 IAC 7-32-2.

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iii. Functional skills or adaptive behavior across various environments from multiple sources.

b. A social and developmental history that may include, but is not limited to, the following: i. Communication skills.

ii. Social interaction skills.

iii. Motor skills.

iv. Responses to sensory experiences.

v. Relevant family and environmental information.

c. Any other assessments and information collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

D. Deaf or hard of hearing

1. Understands that "Deaf or hard of hearing", which may be referred to as a hearing impairment, means: a. A disability that, with or without amplification, adversely affects the student's ability to use hearing for developing language and learning, educational performance, and developmental progress. b. The hearing loss may be permanent or fluctuating, mild to profound, or unilateral or bilateral. c. Students who are deaf or hard of hearing may use spoken language; sign language; or a combination of spoken language and signed systems.

2. Ensures that eligibility for special education as a student who is deaf or hard of hearing is determined by the student's case conference committee and that this determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

a. An assessment of current academic achievement as defined at 511 IAC 7-32-2, functional skills or adaptive behavior across various environments from multiple sources, and communication conducted in the language or system utilized for the student's instruction; or student's preferred mode of communication that assesses the student's receptive and expressive language skills.

b. A social and developmental history that may include, but is not limited to communication skills, social interaction skills, motor skills, responses to sensory experiences, and relevant family and environmental information.

- c. A written report from an educational or clinical audiologist, otologist, or otolaryngologist with information regarding the etiology of the hearing loss and student's potential requirement for amplification, if appropriate.
- d. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

E. Deaf-blind

- 1. Understands that “Deaf-blind”, which may be referred to as dual sensory impaired, means a disability that:
 - a. is a concomitant hearing and vision loss or reduction in functional hearing and vision capacity;
 - b. causes significant communication and adaptive behavior deficits;
 - c. adversely affects the student's educational performance; and
 - d. cannot be accommodated for by use of a program or service designed solely for students who are deaf or hard of hearing or blind or have low vision.

- 2. Understands that students who are deaf-blind represent a heterogeneous group that includes:

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- a. Students who are both deaf and blind with measured acuities and intellectual and adaptive functioning or estimated acuities and intellectual and adaptive functioning supported by a description of pathology.
 - b. Students with hearing and visual reductions of a mild to severe degree with additional learning or language disabilities that adversely affect educational performance or who have been diagnosed with a chronic or degenerative pathology or a disease that may potentially result in deaf-blindness.
 - c. Students with generalized central nervous system dysfunction who exhibit auditory and visual impairments or deficits in auditory-visual functioning and may demonstrate inconclusive or inconsistent responses during hearing and vision assessments or auditory and visual stimuli in the environment.
- 3. Does not consider a student who is solely deaf-blind to be a student who has multiple disabilities as defined in 511 IAC 7-41-9.

- 4. Ensures that eligibility for special education as a student who is deaf-blind is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

- a. An assessment of:

- i. Current academic achievement as defined at 511 IAC 7-32-2.
- ii. Functional skills or adaptive behavior across various environments from multiple sources.
- iii. Communication conducted in the language or system utilized for the student's instruction; or student's preferred mode of communication that assesses the student's receptive and expressive language skills.
- iv. Functional vision.
- v. Functional literacy as described in 511 IAC 7-42-6(c)(5).

- b. A systematic observation of the student across various environments.
- c. A social and developmental history that may include, but is not limited to, communication skills, social interaction skills, motor skills, responses to sensory experiences, and relevant family and environmental information.
- d. An assessment of motor skills, including travel skills.
- e. A written report from an optometrist or an ophthalmologist that includes the following:
 - i. Etiology and prognosis of the visual dysfunction.
 - ii. Secondary or accompanying visual conditions, such as nystagmus or photophobia, if appropriate.
 - iii. Near/distance and corrected/uncorrected acuity measures for left, right, and both

eyes, as appropriate.

iv. Measures of visual fields for both eyes, if appropriate.

v. Recommendations for use of aids, glasses, or lighting requirements, if appropriate. f. A written report from an educational or clinical audiologist, otologist, or otolaryngologist with information regarding the etiology and prognosis of the hearing loss and student's potential requirement for amplification, if appropriate.

g. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's CASE CONFERENCE COMMITTEE of the student's special education and related services needs.

F. Developmental delay (early childhood)

1. Understands that developmental delay is a disability category solely for students who are at least three (3) years of age and not more than eight (8) years of age, or eight (8) years of age but not eligible to enroll in

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kindergarten. It also understands that developmental delay means a delay of either two (2) standard deviations below the mean in one (1) of the following developmental areas or one and one-half (1.5) standard deviations below the mean in any two (2) of the following developmental areas: a. Gross or fine motor development.

b. Cognitive development.

c. Receptive or expressive language development.

d. Social or emotional development.

e. Self-help or other adaptive development.

2. Ensures that eligibility for special education as a student with a developmental delay is determined by the student's case conference committee and that this determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

a. An assessment of the developmental areas listed in paragraph 1 above that includes at least one (1) of the following:

i. An individually administered norm-referenced assessment.

ii. If adequate information cannot be obtained via an individually administered norm

referenced assessment, a criterion-referenced assessment that has been designed or may be

adapted or modified for use with students who have a developmental delay or delays and is administered by a professional or team of professionals with knowledge of assessment strategies appropriate for the student.

b. A social and developmental history that may include, but is not limited to, the following: i. Communication skills.

ii. Social interaction skills.

iii. Play skills.

iv. Motor skills.

v. Responses to sensory experiences.

vi. Relevant family and environmental information.

vii. Patterns of emotional adjustment.

viii. Unusual or atypical behaviors.

c. Available medical information that is developmentally relevant.

d. A vision and hearing screening.

e. A systematic observation of the student across various environments.

f. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

G. Emotional disability

1. Understands that “Emotional disability” means an inability to learn or progress that cannot be explained by cognitive, sensory, or health factors and that the student exhibits one (1) or more of the following characteristics over a long period of time and to a marked degree that adversely affects educational performance:

- a. A tendency to develop physical symptoms or fears associated with personal or school problems.
- b. A general pervasive mood of unhappiness or depression.
- c. An inability to build or maintain satisfactory interpersonal relationships.
- d. Inappropriate behaviors or feelings under normal circumstances.
- e. Episodes of psychosis.

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2. Ensures that eligibility for special education as a student with an emotional disability is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

- a. An assessment of the following current academic achievement as defined at 511 IAC 7-32-2 and emotional and behavioral functioning.
- b. A social and developmental history that may include, but is not limited to:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Responses to sensory experiences.
 - iv. Relevant family and environmental information.
 - v. Patterns of emotional adjustment.
 - vi. Unusual or atypical behaviors.
- c. A functional behavior assessment as defined at 511 IAC 7-32-41 that includes an analysis of any interventions used to address the behaviors leading to the referral for the educational evaluation.
- d. Available medical and mental health information that is educationally relevant.
- e. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to:
 - i. address whether the student's inability to learn or progress is caused by cognitive, sensory, or health factors
 - ii. determine eligibility for special education and related services; and
 - iii. inform the student's case conference committee of the student's special education and related services needs.

H. Language or speech impairment

1. Understands that language or speech impairment is characterized by one (1) of the following impairments that adversely affects the student's educational performance:

- a. Language impairments in the comprehension or expression of spoken or written language resulting from organic or nonorganic causes that are nonmaturational in nature. Language impairments affect the student's primary language systems, in one (1) or more of the following components:
 - i. Word retrieval.
 - ii. Phonology.
 - iii. Morphology.
 - iv. Syntax.
 - v. Semantics.
 - vi. Pragmatics.

b. Speech impairments that may include fluency, articulation, and voice disorders in the student's speaking behavior in more than one (1) speaking task that are nonmaturational in nature, including impairments that are the result of a deficiency of structure and function of the oral peripheral mechanism.

2. Does not find a student eligible for special education and related services as a student with a language or speech impairment solely because the student's native language is not English and understands that bilingual or multilingual speakers include students whose speech or language patterns deviate from those of standard English and are characteristic of dialectical differences.

3. Considers student who is bilingual or multilingual may as a student with a language or speech impairment only if the impairment is exhibited in all languages spoken by the student.

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4. Does not consider students who are deaf or hard of hearing or students with specific learning disabilities, who have language deficits or auditory processing difficulties, to be eligible for services designed solely for students with language impairments in lieu of services designed for (1) students who are deaf or hard of hearing or students with specific learning disabilities.

5. Understands that severe language or speech impairments may require the use of augmentative communication systems, such as gestures, signed language, communication books or boards, electronic devices or other systems determined by the student's case conference committee.

6. Ensures that eligibility for special education as a student with a language impairment is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

a. An assessment of the student's progress in the general education curriculum that includes an analysis of any interventions used to address the academic concerns leading to the referral for the educational evaluation and current academic achievement as defined at 511 IAC 7-32-2.

b. A social and developmental history that may include, but is not limited to, the following: i. Communication skills.
ii. Social interaction skills.

iii. Responses to sensory experiences.

iv. Relevant family and environmental information.

c. An observation of the student in the student's learning environment to document the student's academic performance in the area or areas of difficulty. The multidisciplinary team: i. may use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an educational evaluation; or

ii. have at least one (1) member of the multidisciplinary team, other than the student's general education teacher, conduct an observation of the student's academic performance in the general education classroom after the child has been referred for an educational evaluation and parental consent for the educational evaluation has been obtained. In the case of a student of less than school age or out of school, a team member must observe the student in an environment appropriate for a student of that age.

d. Available medical information that is educationally relevant.

e. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to address the exclusionary factors listed in 511 IAC 7-41-8 (b) and (c), determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

7. Ensures that eligibility for special education as a student with a speech impairment is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

- a. An assessment of the student's skills in articulation; fluency; and voice and current academic achievement as defined at 511 IAC 7-32-2.
- b. A social and developmental history that may include, but is not limited to, the following:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Oral motor skills.
 - iv. Responses to sensory experiences.
 - v. Relevant family and environmental information.
- c. At least one (1) observation of the student's speech completed by a speech and language pathologist.

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- d. If an organic cause is the suspected cause of the speech impairment, a statement from a physician with an unlimited license describing the student's medical needs; and any consequent limitations to communication training.
- e. Available medical information that is educationally relevant.
- f. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to address the exclusionary factors listed in 511 IAC 7-40-8(b), determine eligibility for special education and related services; and inform the student's case conference committee of the student's special education and related services needs.

I. Multiple disabilities

1. Understands that "Multiple disabilities" means coexisting disabilities, one of which must be a significant cognitive disability. It also understands that the coexisting disabilities are lifelong and interfere with independent functioning, and it is difficult to determine which disability most adversely affects educational performance. It understands that the term does not include deaf-blind.

2. Ensures that eligibility for special education as a student with multiple disabilities is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes the following:

a. An assessment of:

- i. Cognitive ability and functioning that must include at least one (1) of the following:
 - 1. An individually administered norm-referenced assessment.

- 2. If adequate information cannot be obtained via an individually administered norm referenced assessment, a criterion-referenced assessment that has been designed or may be adapted or modified based on the student's disabilities and is administered by a professional or team of professionals with knowledge of assessment strategies appropriate for the student.

- ii. Current academic achievement as defined at 511 IAC 7-32-2.

- iii. Functional skills or adaptive behavior across various environments from multiple sources.

- b. A social and developmental history that may include, but is not limited to, the following:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Motor skills.
 - iv. Responses to sensory experiences.
 - v. Relevant family and environmental information.

- c. A systematic observation of the student across various environments.
- d. Available medical information that is educationally relevant.
- e. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs

J. Other health impairment

1. Understands that “Other health impairment” means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment that:

a. is due to chronic or acute health problems, such as:

- i. asthma;
- ii. attention deficit disorder or attention deficit hyperactivity disorder;
- iii. diabetes;
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- iv. epilepsy;
- v. a heart condition;
- vi. hemophilia;
- vii. lead poisoning;
- viii. leukemia;
- ix. nephritis;
- x. rheumatic fever;
- xi. sickle cell anemia; and
- xii. Tourette syndrome; and

b. adversely affects a student's educational performance.

1. Ensures that eligibility for special education as a student as other health impaired is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes the following:

- a. An assessment of current academic achievement as defined at 511 IAC 7-32-2 and functional skills or adaptive behavior across various environments from multiple sources.
- b. A social and developmental history that may include, but is not limited to communication skills, social interaction skills, motor skills, responses to sensory experiences, and relevant family and environmental information.
- c. A systematic observation of the student across various environments.
- d. Available medical information that is educationally relevant.
- e. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services; and
inform the student's case conference committee of the student's special education and related services needs.

K. Orthopedic impairment

1. Understands that an orthopedic impairment is a severe physically disabling condition that adversely affects educational performance and that the term may include impairments caused by any of the following: a. A congenital anomaly.

- b. A disease, such as poliomyelitis or bone tuberculosis.
- c. Other causes, such as cerebral palsy, amputations or fractures or burns that cause contractures.

2. Ensures that eligibility for special education as a student with an orthopedic impairment is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:
- a. An assessment of current academic achievement as defined at 511 IAC 7-32-2 and functional skills or adaptive behavior across various environments from multiple sources.
 - b. A social and developmental history that may include, but is not limited to, the following:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Motor skills.
 - iv. Responses to sensory experiences.
 - v. Relevant family and environmental information.
 - c. Available medical information that is educationally relevant.
 - d. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

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L. Specific learning disability

1. Understands that "Specific learning disability" means a disorder in one (1) or more of the basic psychological processes involved in understanding or in using language, spoken or written, that adversely affect the student's educational performance, including conditions referred to, or previously referred to, as perceptual handicaps, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. As follows, a specific learning disability:
- a. Manifests itself when the student does not achieve adequately for the student's age or to meet state approved grade level standards in one (1) or more of the following areas, when provided with learning experiences and instruction appropriate for the student's age or state approved grade level standards:
 - i. Reading disability, which is a specific learning disability that is neurological in origin and has a continuum of severity. It is characterized by difficulties with accurate or fluent, or both, word recognition and by poor spelling and decoding abilities. A reading disability may be due to difficulties in the following:
 - 1. Basic reading skills.
 - 2. Reading fluency skills.
 - 3. Reading comprehension.
 - ii. Written expression disability, which is a specific learning disability that is neurological in origin and has a continuum of severity. Written expression is a complex domain that requires the integration of the following:
 - 1. Oral language.
 - 2. Written language.
 - 3. Cognition.
 - 4. Motor skills.
 - iii. Math disability, which is a specific learning disability that is neurological in origin and has a continuum of severity. The ability to perform mathematical computations and reasoning requires multiple core cognitive processes. A math disability may be due to difficulties in Mathematics calculation or Mathematics problem solving.

iv. Oral expression disability, which is a specific learning disability that is neurological in origin; has a continuum of severity; and is characterized by deficits in using expressive language processes to mediate learning of:

1. reading;
2. writing;
3. spelling; or
4. mathematics skills.

v. Listening comprehension disability, which is a specific learning disability that:

1. is neurological in origin;
2. has a continuum of severity; and
3. is characterized by difficulties in using receptive language processes to mediate learning of reading, writing, spelling, or mathematics skills.

e. Can be evidenced through either of the following:

- i. Insufficient progress to meet age or state approved grade level standards in one (1) or more of the areas identified in subdivision (1) when using a process based on the student's response to scientific, research based intervention.
- ii. A pattern of strengths and weaknesses in performance or achievement, or both, relative to age, state approved grade level standards, or intellectual development that is determined by the group to be relevant to the identification of a specific learning disability. The

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multidisciplinary team is prohibited from using a severe discrepancy between academic achievement and global cognitive functioning to meet this requirement.

c. Does not include learning problems that are primarily the result of any of the following: i. A visual, hearing, or motor disability.

ii. A cognitive disability.

iii. An emotional disability.

iv. Cultural factors.

v. Environmental or economic disadvantage.

vi. Limited English proficiency.

vii. Lack of appropriate instruction in reading or math evidenced by:

1. Data demonstrating that prior to, or part of, the referral process, the student was provided appropriate instruction in general education settings, delivered by qualified personnel.

2. Data based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the student's parents.

2. Eligibility for special education as a student with a specific learning disability is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e) and 511 IAC 7-40-5(g), which includes the following:

a. An assessment of current academic achievement as defined at 511 IAC 7-32-2. b. An observation of the student in the student's learning environment, including the general classroom setting, to document the student's academic performance and behavior in the areas of difficulty. The multidisciplinary team may do either of the following:

- i. Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an educational evaluation.
- ii. Have at least one (1) member of the multidisciplinary team, other than the student's general education teacher, conduct an observation of the student's academic performance in the general education classroom after the child has been referred for an educational evaluation and parental consent for the educational evaluation has been obtained. In the case of a student of less than school age or out of school, a team member must observe the student in an environment appropriate for a student of that age.
- c. Available medical information that is educationally relevant.
- d. A social and developmental history that may include, but is not limited to, the following:
 - i. Communication skills.
 - ii. Social interaction skills.
 - iii. Responses to sensory experiences.
 - iv. Relevant family and environmental information.
 - v. Patterns of emotional adjustment.
 - vi. Unusual or atypical behaviors.
- e. An assessment of progress in the general education curriculum that includes an analysis of any interventions used to address the academic concerns leading to the referral for the educational evaluation.
- f. Any other assessments and information, collected prior to referral or during the educational evaluation, necessary to address the exclusionary factors listed in 511 IAC 7-12(a)(3); determine eligibility for special education and related services; and inform the student's case conference committee of the student's special education and related services needs.

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3. Understands that other assessments and information, collected prior to referral or during the educational evaluation under 511 IAC 7-40-12(b)(6), may pertain to the following:

- a. For difficulties with reading, the following:
 - i. Decoding.
 - ii. Phonological awareness.
 - iii. Phonological memory.
 - iv. Phonological processing.
 - v. Orthographic processing.
 - vi. Reading fluency (rate and accuracy).
 - vii. Reading comprehension.
- b. For difficulties with written expression, the following:
 - i. Handwriting, which encompasses fine motor skills, visual-motor coordination, visual and working memory, and phonological and orthographic processing.
 - ii. Spelling, which encompasses phonological and orthographic processing and written spelling ability.
 - iii. Composition, which encompasses oral language, reading ability, attention, and memory.
- c. For difficulties with math:
 - i. nonverbal problem solving,
 - ii. working memory,
 - iii. long-term memory,
 - iv. processing speed and attention.

M. Traumatic brain injury

1. Understands that a traumatic brain injury is an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational performance. The term applies to open or closed head injuries resulting in impairments in one (1) or more areas, such as the following:

- a. Cognition.
- b. Language.
- c. Memory.
- d. Attention.
- e. Reasoning.
- f. Abstract thinking.
- g. Judgment.
- h. Problem solving.
- i. Sensory, perceptual, and motor abilities.
- j. Psychosocial behavior.
- k. Physical functions.
- l. Information processing.
- m. Speech.

2. Does not apply the term to brain injuries that are congenital or degenerative or induced by birth trauma.

3. Ensures that eligibility for special education as a student with a traumatic brain injury is determined by the student's case conference committee and that the determination is based on the multidisciplinary team's educational evaluation report described in 511 IAC 7-40-5(e), which includes:

a. An assessment of the following:

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i. Cognitive ability and functioning that must include at least:

- 1. An individually administered norm-referenced assessment.
- 2. If adequate information cannot be obtained via an individually administered norm referenced assessment, a criterion-referenced assessment that has been designed or may be adapted or modified for use with students who have a traumatic brain injury and is administered by a professional or team of professionals with knowledge of assessment strategies appropriate for the student.

ii. Current academic achievement as defined at 511 IAC 7-32-2.

iii. Assessments of functional skills or adaptive behavior across various environments from multiple sources.

b. A social and developmental history that may include, but is not limited to, the following: i. Communication skills.

ii. Social interaction skills.

iii. Motor skills.

iv. Responses to sensory experiences.

v. Relevant family and environmental information.

c. Available medical information that is educationally relevant

d. Any other assessments and information collected prior to referral or during the educational evaluation, necessary to determine eligibility for special education and related services and inform the student's case conference committee of the student's special education and related services needs.

IX. DETERMINATION OF SPECIAL EDUCATION SERVICES State Regulatory Requirements: 511 IAC 7-42-1 through 7-42-15

A. Local procedures and training

Options Charter School:

1. Has written procedures to ensure the appropriate implementation of the case conference committee process, including the following:
 - a. The title or position of the individuals designated as, or who may serve as, the representative of the public agency and a description of the roles and responsibilities of the public agency representative and other public agency personnel before, during, and after the case conference committee meeting.
 - b. A description of the following:
 - i. The methods used to assure the parent is provided with adequate notice of the case conference committee meeting.
 - ii. The written notice that must be provided to a parent prior to an initial case conference committee meeting as specified in section 4 of this rule.
 - iii. The methods used to assure the parent understands the proceedings of the case conference committee meeting.
 - iv. The written notice that must be provided to a parent to assure the parent is fully informed of the public agency's proposal to initiate or change, or refusal to initiate or change, the identification or educational placement of the student, or the provision of a free appropriate public education to the student prior to the parent giving or denying permission for the initial provision of services, if applicable, and prior to the public agency implementing the IEP.
2. Provides information and training that addresses the requirements set forth in Article 7 to ensure that public agency staff have the necessary knowledge regarding the following:

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- a. How to arrange and document case conference committee meetings.
- b. How to develop an IEP, including the required components of an IEP.
- c. How to serve as the public agency representative, including information about the availability of, and has the authority to commit, resources of the public agency.

B. Notice of case conference committee meetings

1. Schedules case conference committee meetings at a mutually agreed upon date, time, and place. If a parent cannot attend in person, it uses other methods to ensure parent participation, including an individual or conference telephone call or video conference.
2. Conducts a case conference committee meeting without a parent in attendance only if the parent chooses not to participate in person or by other methods.
3. When this occurs, it keeps a record of its attempts to arrange a mutually agreed upon date, time, and place for the case conference committee meeting, including:
 - a. Detailed records of telephone calls made or attempted and the results of the calls.
 - b. Copies of correspondence sent to the parent and any responses received.
 - c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.
4. Provides parents with adequate notice of the case conference committee meeting in the parent's native language or other mode of communication, early enough to ensure that one (1) or both parents have the opportunity to attend.
5. Sends Notice of the meeting to the following persons:
 - a. The parent, regardless of the age of the student.

- b. The student of legal age, as defined in 511 IAC 7-32-91, regardless of the purpose of the case conference committee meeting.
 - c. All other persons that must attend the case conference committee meeting as specified in 511 IAC 7-42-3(b) and 3(c).
6. Includes the following in its notice of the case conference committee meeting:
- a. The date, time, and place of the meeting.
 - b. The purpose of the meeting.
 - c. The name and title or position of the designated public agency representative and a list, by name and title or position, of other expected participants.
 - d. A statement that the parent or public agency may invite any other individual whom the parent or public agency has determined has knowledge or special expertise regarding the student, including related services personnel, as appropriate and that determination of the knowledge or special expertise of any invited individual must be made by the person (parent or public agency) who invited the individual to participate in the case conference committee meeting.
 - e. A statement that, in the case of a child who was previously served under Part C of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., an invitation to the initial case conference committee meeting must, at the request of the parent, be sent to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition of services.
 - f. An explanation that the student will be invited to the case conference committee meeting when a purpose of the meeting is to develop or revise the transition IEP in accordance with 511 IAC 7-43-4 and 511 IAC 7-42-9 and of any other agency that will be invited to send a representative.

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C. Case conference committee participants

1. Designates, for each case conference committee meeting, the public agency representative who:
 - a. Is knowledgeable about the availability of, and has the authority to commit, resources of the public agency; qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities; and knowledgeable about the general education curriculum.
 - b. May be any public agency participant of the case conference committee if the criteria of paragraph (a) above are satisfied.
2. Ensures that the case conference participants include the following:
 - a. The designated public agency representative as described in 511 IAC 7-42-3(a).
 - b. One (1) of the following:
 - i. The student's current teacher of record.
 - ii. In the case of a student with a language or speech impairment only, the speech-language pathologist.
 - iii. For a student whose initial eligibility for special education and related services is under consideration, a teacher licensed in the area of the student's suspected disability.
 - c. Not fewer than one (1) of the student's general education teachers, if the student is or may be participating in the general education environment. For purposes of early childhood, a general education teacher may be:
 - i. A general education teacher who provides services to nondisabled students in the public agency's preschool program or a kindergarten teacher who provides services to nondisabled students if the student is of kindergarten age; or
 - ii. An individual knowledgeable about early childhood development, curriculum, and integrated placement options if the public agency does not have a general education preschool program.

- d. An individual who can interpret the instructional implications of evaluation results, who may be a member of the case conference committee described in 511 IAC 7-42-3(b)(1) through (3) or 511 IAC 7-42-3(e).
 - e. The parent of a student less than eighteen (18) years of age or student of legal age as defined in 511 IAC 7-32-91, unless the parent or student of legal age choose not to participate, as described in 511 IAC 7-42-2(b) of this rule.
3. Ensures that other individuals participate in the case conference committee in the following circumstances:
- a. When a purpose of the meeting is the initial consideration of the student's eligibility for special education and related services, at least one (1) qualified professional who is a member of the multidisciplinary team that evaluated the student.
 - b. When a purpose of the meeting is to develop, review, or revise the IEP for a student to be enrolled or currently enrolled in an alternative school or alternative education program under IC 20-30-8, a representative of the alternative school or alternative education program who is authorized to make a recommendation regarding admission to the school and commit resources.
 - c. When a purpose of the meeting is to develop, review, or revise the IEP for a student to be enrolled or currently enrolled in a state-operated school or state-operated facility, a representative of the state-operated school or state-operated facility who is authorized to make a recommendation regarding admission to the school or facility and commit resources.
 - d. When a purpose of the meeting is to develop an IEP for a student to be placed to in a nonpublic school or facility by a public agency in accordance with section 13 of this rule, the following persons must participate in person or by other methods, including individual or conference telephone calls:
 - i. A representative of the nonpublic school or facility.
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 - ii. A representative of the local public agency providing any of the student's special education and related services.
 - e. When the student has been unilaterally enrolled in a nonpublic school or facility by the student's parent, a representative of the nonpublic school or facility. If the representative cannot attend, the public agency must use other methods to ensure participation by the representative of the nonpublic school or facility, including individual or conference telephone calls or video conference.
4. Invites the following individuals to participate in the case conference committee meeting in the following circumstances:
- a. In the case of a child who is transitioning from Part C of the Individuals with Disabilities Education Act as described in 511 IAC 7-43-2, it sends an invitation to the initial case conference committee meeting, at the request of the parent, to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition of services.
 - b. When a purpose of the meeting is to develop or revise the transition IEP in accordance with 511 IAC 7-43-4 and 511 IAC 7-42-9, it invites:
 - i. The student. If the student does not attend, the public agency must take other steps to ensure that the student's preferences and interests are considered.
 - ii. To the extent appropriate, and with the consent of the parent (or student of legal age as defined in 511 IAC 7-32-91), a representative of any participating agency (other than the public agency) likely to be responsible for providing or paying for transition services.
5. Permits the participation of other individuals in the case conference committee, at the discretion of the parent or the public agency, who have knowledge or special expertise regarding the student, including related services personnel, as appropriate and understands that the determination of the knowledge and special expertise of any individual described in this subsection is made by the party who invited the individual to participate.
6. Permits the student to participate in any case conference committee meeting at the discretion of the parent.

7. Does not require a member of the case conference committee described in 511 IAC 7-42-3(b)(1) through (b)(4) to attend a case conference committee meeting, in whole or in part, if the parent and the public agency agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.

8. Ensures that a member of the case conference committee described in 511 IAC 7-42-3(b)(1) through (b)(4) is excused from attending a case conference committee meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if:

- a. The parent, in writing, and the public agency consent to the excusal, as consent is defined at 511 IAC 7-32-17; and
- b. The member submits, in writing to the parent and the CASE CONFERENCE COMMITTEE, input into the development of the IEP prior to the meeting, unless the member attends the part of the meeting that involves a modification to or discussion of the member's area of the curriculum or related services.

D. Written notice before initial case conference committee meetings

1. Provides the parent with the written notice described in 511 IAC 7-42-4(b) not later than five (5) instructional days prior to an initial case conference committee meeting.

2. Ensures that the written notice includes:

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a. A description of the overall findings of each evaluation, procedure, assessment, record, or report the public agency used as the basis for any proposed action.

b. A description of action that may be proposed by the public agency.

c. An explanation of why the public agency may propose an action.

E. Case conference committee meetings

1. Convenes the case conference committee in the following circumstances:

a. In accordance with the timelines in 511 IAC 7-40-5(d) after an initial evaluation is conducted and 511 IAC 7-40-8 after a student has been reevaluated.

b. Periodically, but not less than annually, for a student previously determined eligible for special education to:

i. Review the student's IEP and determine whether the student's annual goals, described in

section 6(f)(2) of this rule, are being achieved; and

ii. Revise the IEP, as appropriate, to address:

1. Any lack of expected progress, based on progress monitoring data, toward the annual goals and in the general education curriculum, if appropriate;

2. The results of any reevaluation conducted under 511 IAC 7-40-8, including any additional data about the student described in 511 IAC 7-40-8(l)(2);

3. The student's anticipated needs; or

4. Other matters.

c. If either the parent or the public agency believes that a required component of the student's individualized education should be changed to ensure the provision of a free appropriate public education.

d. Within ten (10) instructional days of the enrollment date of a student who has been receiving special education in another state or another district within the state.

e. Within ten (10) instructional days of a disciplinary change of placement to determine whether the student's behavior is a manifestation of the student's disability in accordance with 511 IAC 7-44-5.f. To determine the interim alternative educational setting when public agency personnel remove a student to an interim alternative educational setting in

accordance with 511 IAC 7-44-6, unless the setting has been included in the student's IEP or behavioral intervention plan.

g. (7) At least every sixty (60) instructional days when the setting in which the student is receiving educational services is the student's home or out-of-school location determined in accordance with section 11 of this rule

2. Understands that a case conference committee meeting does not include:

a. Informal or unscheduled conversations involving public agency personnel and conversations on issues such as teaching methodology; lesson plans; or coordination of service provision; or b. Preparatory activities that public agency personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later case conference committee meeting.

3. Takes whatever action is necessary when a case conference committee convenes to ensure the parent understands the proceedings of the meeting, including arranging for an interpreter for a parent who is deaf or hard of hearing or whose native language is not English.

F. Developing an individualized education program; components and parent copy

1. Understands that an IEP is a written document for a student who is eligible for special education and related services that is developed by a case conference committee in accordance with 511 IAC 7-42-6 and that

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Transition IEPs are written documents developed in accordance with 511 IAC 7-43-4 that are in effect for students entering into grade 9 or becoming fourteen (14) years of age whichever occurs first, or earlier if determined appropriate by the case conference committee.

2. Ensures that, when developing a student's IEP, the case conference committee considers the following general factors:

a. The strengths of the student.

b. The concerns of the parent for enhancing the education of the student.

c. The results and instructional implications of the initial or most recent educational evaluation and other assessments of the student.

d. The academic, developmental, communication, and functional needs of the student.

3. Ensures that, when developing a student's IEP, the case conference committee also considers the following special factors when applicable:

a. Positive behavioral interventions and supports, and other strategies, to address any of the student's behaviors that impede the student's learning or the learning of others.

b. Any supports, under 511 IAC 7-35-2, necessary to provide public agency personnel with the knowledge and skills necessary to implement the student's IEP.

c. The language needs of a student with limited English proficiency as those needs relate to the student's IEP.

d. In the case of a student who is deaf or hard of hearing or a student who is deaf-blind, the student's:

i. Language and communication needs;

ii. Opportunities for direct communications with peers and professional personnel in the student's language and communication mode;

iii. Academic level; and

iv. Full range of needs including opportunities for direct instruction in the student's language and communication mode.

e. Instruction in Braille and the use of Braille for a student who is blind or has low vision or a student who is deaf-blind, unless the case conference committee determines, after a functional literacy assessment (sometimes referred to as a learning media assessment) of the student's reading and writing skills, needs, and appropriate reading and writing

media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student.

f. The student's need for assistive technology devices and services.

g. The IFSP for students who are transitioning from early intervention programs under Part C of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq.

4. Ensures that, when developing an IEP, the case conference committee determines the special education and related services that will meet the unique needs of the student, regardless of the student's identified disability.

5. Ensures that the general education teacher who is a member of the student's case conference committee, to the extent appropriate, participates in the development of a student's IEP, including the determination of the following:

a. Appropriate positive behavioral interventions and supports and other strategies for the student. b. Supplementary aids and services, program modifications, and support for school personnel consistent with subsection (f)(4).

6. Ensures that an IEP contains the following:

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a. A statement of the student's present levels of academic achievement and functional performance, including:

i. How the student's disability affects the student's involvement and progress in the general education curriculum; or

ii. For early childhood education students, as appropriate, how the disability affects the student's participation in appropriate activities.

b. A statement of the following:

i. Measurable annual goals, including academic and functional goals designed to meet: 1. The student's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum (or for early

childhood education students, as appropriate, to participate in appropriate activities); and

2. Each of the student's other educational needs that result from the student's disability.

ii. For students who participate in alternate assessments aligned to alternative academic achievement standards, a description of benchmarks or short-term objectives. c. A description of the following:

i. How the student's progress toward meeting the annual goals described in subdivision (2) will be measured.

ii. When periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.

d. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to do the following:

i. Advance appropriately toward attaining the annual goals.

ii. Be involved in and make progress in the general education curriculum in accordance with subdivision (1) and to participate in extracurricular and other nonacademic activities. iii. Be educated and participate with other students with disabilities and nondisabled students in the activities described in Article 7.

e. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the general education environment and in extracurricular and other nonacademic activities.

f. A statement regarding the student's participation in statewide or local assessments of student achievement, including the following:

i. Any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student consistent with 511 IAC 7-36-10. ii. If the case conference committee determines, in

accordance with 511 IAC 7-36-10(g) and 511 IAC 7-36-10(h), that the student must take an alternate assessment of student achievement, instead of a particular statewide or local assessment, a statement: 1. Of why the student cannot participate in the general assessment;

2. Of why the particular alternate assessment selected is appropriate for the student; and

3. Documenting that the public agency informed the parent that the student's performance will not be measured against grade-level academic achievement standards.

g. The projected date for initiation of services and modifications described in 511 IAC 7-42-6(f)(4) and the anticipated length and frequency, location, and duration of services and modifications.

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h. A statement of the student's need for extended school year services consistent with 511 IAC 7-36-4(c) and 511 IAC 7-36-4(d).

i. Identification of the placement in the least restrictive environment as described in section 10 of this rule.

j. Beginning not later than one (1) year before the student becomes eighteen (18) years of age, a statement that the student and the parent have been informed that parent's rights under Article 7 will transfer to the student at eighteen (18) years of age in accordance with 511 IAC 7-43-4.

k. Written notes documenting the meeting of the case conference committee meeting, including the date and purpose of the meeting, the names and titles of the participants, and the issues discussed during the meeting.

7. Understands that, for a student convicted as an adult under state law and incarcerated in an adult prison: a. The requirement in subsection 511 IAC 7-42-6(f)(6) relating to participation of students with disabilities in state and local assessments does not apply; and

b. The case conference committee may modify the student's IEP or educational placement without regard to the requirements of this section and section 10 of this rule if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

8. Understands that nothing in this section must be construed to require:

a. That additional information be included in a student's IEP beyond what is explicitly required in Article 7; or

b. The case conference committee to include information under one (1) component of the student's IEP that is already contained under another component of the student's IEP.

9. Provides the parent a copy of the student's IEP at no cost and either provides it to the parent at the conclusion of the case conference committee meeting or mails to the parent at a later date so that the parent receives the IEP no later than ten (10) business days after the date of the case conference committee meeting.

10. Permits any member of the case conference committee to submit a written opinion regarding the IEP and requires the written opinion to be submitted not later than ten (10) business days after the date of the case conference committee meeting and remain with the student's educational records.

G. Written notice by the public agency and parental consent

1. Provides the parent with written notice that meets the requirements of 511 IAC 7-42-7(b) before the public agency:

a. Proposes to initiate or change the identification or educational placement of the student or the provision of a free appropriate public education to the student; or

b. Refuses to initiate or change the identification, educational placement of the student, or the provision of a free appropriate public education to the student.

2. Ensures that the written notice required under 511 IAC 7-42-7(a) includes:

a. A description of the action proposed or refused by the public agency.

b. An explanation of why the public agency proposed or refused to take the action. c. A description of the following:

- i. Each evaluation, procedure, assessment, record, or report it used as the basis for its proposed or refused action
- ii. Other options that the case conference committee considered and the reasons why those options were rejected.

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- iii. Other factors relevant to the agency's proposal or refusal.
- d. A statement that the parent of a student with a disability has protection under the procedural safeguards described in 511 IAC 7-37-1 and the means by which a copy of a description of the procedural safeguards can be obtained. The statement must also explain that after a public agency provides written notice regarding a proposed or refused action that is subsequent to the initial IEP, the parent may challenge the action proposed or refused by the public agency by doing any of the following:
 - i. Requesting and participating in a meeting with an official of the public agency who has the authority to facilitate the disagreement between the parent and the public agency.
 - ii. Initiating mediation under 511 IAC 7-45-2.
 - iii. Requesting a due process hearing under 511 IAC 7-45-3.
- e. A statement that if a parent challenges a proposed IEP prior to its implementation, the public agency must continue to implement the current IEP, except as provided in 511 IAC 7-42-8(e) and 8(f).
- f. Sources for the parent to contact to obtain assistance in understanding the provisions Article 7
- 3, May use the IEP as part of the written notice as long as the documentation the parent receives meets all the requirements herein.
- 4. Ensures that the written notice described herein is written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
- 5. Ensures and documents in writing that, when the native language or other mode of communication of the parent is not a written language, it takes steps to make sure that the notice is translated orally or by other means to the parent in his or her native language or other mode of communication and the parent understands the content of the notice.
- 6. Provides the parent a copy of the written notice described herein at the conclusion of the case conference committee meeting or mails to the parent at a later date so that the parent receives it no later than ten (10) business days after the date of the case conference committee meeting.
- 7. After providing the written notice for the initial provision of special education and related services, obtains the parent's written consent before implementing the student's initial IEP and the initial education placement.
- 8. May provide the parent with the written notice at the same time it requests parental consent for the initial IEP.
- 9. Makes reasonable efforts to obtain parental consent, as defined in 511 IAC 7-32-17, for the initial educational evaluation and documents such efforts by keeping a record of its attempts to obtain parental consent, including:
 - a. Detailed records of telephone calls made or attempted and the results of the calls.
 - b. Copies of correspondence sent to the parent and any responses received
 - c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

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- 10. Does not initiate mediation or due process in order to obtain agreement or a ruling that services may be provided to the student when the parent of a student refuses to consent or fails to respond to a request for consent for the initial provision of special education and related services as described in 511 IAC 7-42-7(f).
- 11. Understands that its actions pursuant to paragraph 10 above will not cause it to be considered to be in violation of the requirement to make available a free appropriate public education to the student

12. Understands that, after it provides written notice regarding a proposed IEP that is subsequent to the initial IEP, the parent may challenge the action proposed or refused by the public agency by: a. Requesting and participating in a meeting with an official of the public agency who has the authority to facilitate the disagreement between the parent and the public agency.

b. Initiating mediation under 511 IAC 7-45-2.

c. Requesting a due process hearing under 511 IAC 7-45-3.

H. Individualized education programs; implementation

1. Provides services identified in an IEP as soon as the necessary arrangements are completed, but not later than the following:

a. Ten (10) instructional days after parental consent to the student's initial IEP is received. b. Ten (10) instructional days after a public agency provides written notice described in section 7 of this rule regarding a student's proposed IEP.

However, the public agency must continue to implement the current IEP if the parent challenges the proposed IEP by:

i. Requesting and participating in a meeting with an official of the public agency who has the authority to facilitate the disagreement between the parent and the public agency;

ii. Initiating mediation under 511 IAC 7-45-2; or

iii. Requesting a due process hearing under 511 IAC 7-45-3.

c. For students transitioning from early intervention services to early childhood special education, on the student's third birthday in accordance with 511 IAC 7-43-2.

d. The initiation date stated in the student's IEP in all other circumstances.

2. Implements an IEP as it is written.

3. Ensures that the student's teacher of record does the following:

a. Monitors the implementation of the student's IEP.

b. Ensures that each of the student's teachers, related service providers, paraprofessionals, and any other service providers, who are responsible for implementing the student's IEP have access to a copy of the IEP; are informed of their specific responsibilities related to implementing the IEP; and are informed of the specific accommodations, modifications, and supports that must be provided for the student in accordance with the student's IEP.

c. Ensures that the CASE CONFERENCE COMMITTEE is informed of any modifications made to the student's IEP in accordance with 511 IAC 7-42-9(e)(2) and 9(g).

d. Carry out all other activities identified in 511 IAC 7-32-97.

4. At the beginning of each school year and for each student with a disability, has an IEP as specified in 511 IAC 7-42-5.

5. Ensures that, if a newly enrolled student received special education services from another public agency within the state, and enrolls in this public agency within the same school year, it consults with the student's

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parent and immediately provides the student with a free appropriate public education, including services comparable to those described in the student's IEP from the previous public agency, until it either adopts the student's IEP from the previous public agency or develops, adopts, and implements a new IEP that meets the applicable requirements of 511 IAC 7-42.

6. Ensures that, if a newly enrolled student received special education services in another state, and enrolls within the same school year, it consults with the student's parent and immediately provides the student with a free appropriate public education, including services comparable to those described in the student's IEP from the previous public

agency, it conducts an educational evaluation under 511 IAC 7-40, if it determines that this is necessary and develops, adopts, and implements a new IEP, if appropriate, that meets the applicable requirements in 511 IAC 7-42.

7. To facilitate the transition of students described in paragraphs 5 and 6 above takes reasonable steps to promptly obtain the student's records, including the IEP, supporting documents, and any other records relating to the provision of special education or related services to the student, from the previous public agency in which the student was enrolled, under 511 IAC 7-38-1(r)(2) and takes reasonable steps to promptly respond to the request from the new public agency, as required by IC 20-33-2-10.

I. Review and revision of the individualized education program

1. Ensures that a student's case conference committee meets periodically, but not less than annually, to do the following:

a. Review the student's IEP and determine whether the student's annual goals, described in section 6(f)(2) of this rule, are being achieved.

b. Revise the IEP, as appropriate, to address:

i. Any lack of expected progress, based on progress monitoring data, toward the annual goals and in the general education curriculum, if appropriate;

ii. The results of any reevaluation conducted under 511 IAC 7-40-8, including any additional data about the student described in 511 IAC 7-40-8(l)(2);

iii. The student's anticipated needs; or

iv. Other matters.

2. Ensures that when conducting a review of the student's IEP, the case conference committee considers the general and special factors described in section 511 IAC 7-42-6(b) and 6(c).

3. Ensures that a general education teacher of the student, as a member of the case conference committee and consistent with 511 IAC 7-42-6(e), participates in the review and revision of the student's IEP.

4. Ensures that the review and revision of an IEP that will be in effect when the student: enters into grade 9 or becomes fourteen (14) years of age, whichever occurs first, or earlier if determined appropriate by the case conference committee is conducted in accordance with 511 IAC 7-42-9 this section and 511 IAC 7-43-4, describing transition IEPs.

5. Permits changes to the IEP to be made, subsequent to the annual case conference committee meeting described in 511 IAC 7-42-9(a) through (d), by the case conference committee at a case conference committee meeting or without a case conference committee meeting if the parent and the public agency agree not to convene a case conference committee meeting and to collaboratively develop a written document to amend or modify the student's current IEP.

6. Provides the parent upon request and at no cost, a revised copy of the IEP with the modifications described in 511 IAC 7-42-9(e)(2) incorporated.

7. Ensures that the teacher of record informs the member of the student's case conference committee of any changes made to the student's IEP in accordance with 511 IAC 7-42-9(e)(2).

J. Least restrictive environment and delivery of special education and related services

1. Ensures that, except as provided in 511 IAC 7-42-6(g)(2), it has written policies and procedures to ensure the following:

a. To the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities are educated with nondisabled students.

- b. Special classes, separate schooling, or other removal of students from the general education environment occurs only if the nature and severity of the disability is such that education in general education classes using supplementary aids and services cannot be satisfactorily achieved.
 - c. The case conference committee determines the placement in which a student will receive services. The student's placement is based on the student's IEP; is reviewed at least annually; and is in the school that the student would attend if not disabled, unless the IEP requires some other arrangement. If another arrangement is required, the placement should be as close as possible to the student's home school.
 - d. A continuum of services, as described in subsection (b)(4) and (b)(5), that is available to meet the individual needs of students with disabilities and makes provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with general education placement.
 - e. In selecting the least restrictive environment, consideration is given to any potential harmful effect on the student or quality of services needed.
 - f. Each student with a disability has an equal opportunity to participate with nondisabled students in nonacademic and extracurricular services and activities to the maximum extent appropriate.
 - g. Special education and related services are delivered in the least restrictive environment determined by the conference committee regardless of the identified disability.
 - h. The provision of services to students with different disabilities at the same time and in the same classroom is permitted.
 - i. Students with disabilities are in classes and buildings with their chronological peers unless an alternative is determined appropriate by the case conference committee and the reasons for that determination are documented in the written notice required by 511 IAC 7-42-6.
 - j. Students with disabilities are not removed from education in age-appropriate general education classrooms solely because of needed modifications in the general curriculum.
2. Takes steps to make available to students with disabilities the variety of educational programs and services that are made available to nondisabled students served by the public agency, including the following:
- a. Vocational education.
 - b. Art.
 - c. Music.
 - d. Industrial arts.
 - e. Consumer and homemaking education.
 - f. Field trips.
 - g. Convocations.

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3. Take steps, including providing students with supplementary aids and services determined appropriate and necessary by the student's case conference committee, to afford students with disabilities equal opportunity for participation in nonacademic and extracurricular services and activities.
4. Ensure that students with disabilities participate with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the needs of that student. Nonacademic and extracurricular services and activities may include the following:
- a. Meals and recess.
 - b. Athletics.
 - c. Recreational activities.
 - d. Special interest groups or clubs sponsored by the public agency.

e. Graduation ceremonies.

f. Employment of students, including both employment by the public agency and assistance in making outside employment available.

5. Makes physical education, specially designed if necessary, available to all students with disabilities, but is not obligated to make physical education available to students with disabilities if physical education is not available to other students in the same grade.

6. Ensures that physical education is provided by a general education teacher of physical education or a teacher specially licensed in adapted physical education as applicable to the physical education appropriate for the student.

7. Affords each student with a disability the opportunity to participate in the general physical education program available to nondisabled students unless one (1) of the following occurs: a. The student is enrolled full time in a separate facility. The public agency responsible for the education of the student must ensure that the student receives appropriate physical education services in compliance with this section.

b. The student needs specially designed physical education, as prescribed in the student's IEP. The public agency must provide the specially designed physical education services directly or make arrangements for those services to be provided through other private or public programs.

8. Makes available a continuum of placement options for students in kindergarten through the school year in which students become twenty-two (22) years of age that includes the following: a. General education classroom with special education and related services provided during the instructional day.

b. Resource room with special education and related services provided outside the general education classroom during the instructional day.

c. Separate classroom in a general education school building with special education and related services provided outside the general education classroom during the instructional day.

d. Separate public or nonpublic nonresidential school or facility with special education and related services provided.

e. Public or nonpublic residential school or facility with special education and related services provided to students living at the school or facility.

f. Homebound or hospital setting with special education and related services provided at the student's home, a hospital, or other noneducational site selected by the public agency.

9. Does not consider the placement options listed in paragraphs 8 above as exclusive placement options, and understands that a student's placement may be a combination of the options listed, as determined appropriate by the case conference committee.

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10. Permits the case conference committee to modify the IEP of a student with a disability who is convicted as an adult under state law and incarcerated in an adult facility without regard to the requirements of 511 IAC 7-42-10 where there is demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

K. Instruction for student at student's home or alternative setting

1. Provides special education and related services by a licensed teacher in the student's home or alternative setting, for reasons other than identified in 511 IAC 7-42-12 when the case conference committee determines it to be the least restrictive environment appropriate to enable the student to benefit from special education and related services. When such a placement is determined, its written notice, described in 511 IAC 7-42-7 includes the reason the student is not attending school, other options tried or considered, and the reasons the other options were rejected.

2. Convenes the case conference committee at least every sixty (60) instructional days to review the IEP and ensures that the case conference committee determines the type, length, frequency, initiation, and duration of special education and related services.

L. Instruction for students with injuries and temporary or chronic illnesses

1. Provides all students with injuries and temporary or chronic illnesses that preclude their attendance in school, including students who are not eligible for special education and related services, with instruction.
2. Requires that, before instruction for a student unable to attend school can begin, the parent must provide the school corporation with a written statement from a physician (which includes a doctor of osteopathy) with a valid, unlimited license to practice medicine, or a Christian Science practitioner, that states one (1) of the following:
 - a. The student has a temporary illness or injury that will require the student's absence from school for a minimum of twenty (20) consecutive instructional days. If the illness or injury occurs less than twenty (20) instructional days prior to the end of the school year and student needs instruction to meet promotion or graduation requirements, the physician's statement must indicate that the student will be unable to attend school through the end of the current school year.
 - b. The student has a chronic illness or other medical condition that will require the student's absence for an aggregate of at least twenty (20) instructional days over the period of the school year.
3. Provides services in accordance with the student's IEP if the student is eligible for special education and related services and unable to attend school as described in 511 IAC 7-41-12(b), including access to the general education curriculum.
4. May provide instruction through the summer to enable a student to complete a semester to meet promotion requirements.
5. Provides special education and related services by appropriately licensed personnel for students with disabilities. For all other students, instruction is provided by teachers licensed to teach the grade level of the student.
6. Does not permit the use of mediation or due process procedures provided in 511 IAC 7-45 by nondisabled students who receive instruction under this section.

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M. Nonpublic school or facility placements by public agencies

1. Initiates and conducts a case conference committee meeting and develops an IEP in accordance with Article 7 before it places a student with a disability in a nonpublic school or facility.
2. Ensures that a representative of the nonpublic school or facility attends the meeting, and if the representative cannot attend, it uses other methods to ensure participation by the nonpublic school or facility, including individual or conference telephone calls or video conference.
3. May allow the nonpublic school or facility to initiate and conduct any meetings to review and revise the IEP, but ensures that the parent and the public agency representative are involved in any decision about the student's IEP and agree to any proposed changes in the IEP before those changes are implemented.
4. Remains responsible for compliance with Article 7 even if a nonpublic school or facility implements a student's IEP and ensures that the student is provided with special education and related services in conformance with an IEP that meets the requirements of this rule and at no cost to the parents. It also ensures that the student's education meets the standards applicable to the state's public agencies, including the requirements of Article 7, except for the highly qualified special education teacher requirements in 511 IAC 7-36-3.
5. Ensures that the student has all of the rights of a student with a disability who is served by a public agency.

6. Monitors the compliance of the nonpublic school or facility through written reports, on-site visits, and/or parent questionnaires.
7. Disseminate copies of applicable standards to each nonpublic school or facility in which it has placed a student with a disability.
8. Provides an opportunity for those nonpublic schools and facilities to participate in the development and revision of public agency standards that apply to them.

N. Transportation of students in public or private residential placements

1. Ensures that the school corporation of legal settlement assumes the cost of transporting students placed in public or private residential facilities by the public agency and pays for the number of round trips as determined appropriate by the case conference committee in accordance with statutory requirements and 511 IAC 7-42.
2. Ensures that the frequency, length, and timing of home visits are mutually agreed upon by the residential facility, the parent, and the school corporation of legal settlement. It also ensures that transportation for the student for home visits is arranged to assure the welfare and safety of the student, including, if necessary, paying the cost for a responsible adult to accompany the student during the travel.
3. Permits a parent to travel to the residential facility in lieu of a student home visit and ensures that the school corporation of legal settlement pays the cost for the parent to travel to the residential facility if the case conference committee determines that the nature or severity of the student's disability precludes home visits, that the residential facility provides family counseling and training essential to the student's educational, emotional, or behavioral progress, or that the student cannot travel home unaccompanied.

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4. Ensures that, when a parent travels to the residential facility under paragraph 3 above, the school corporation of legal settlement reimburses or pays for travel-associated costs, such as meals and lodging, in accordance with the policies established for school employees.
5. At the time a residential placement is made, establishes guidelines and procedures concerning transportation and informs the parent of those guidelines and procedures.
6. Includes in its guidelines and procedures the modes of transportation for which payment or reimbursement will be made, the method by which transportation will be paid, the length of advance notice required, and the travel-associated costs allowed under public agency policy.

O. Revocation of consent for special education and related services

1. Ensures that, at any time after the parent gives consent for the initiation of special education and related services, the parent may revoke that consent by doing the following:
 - a. Putting the revocation of consent in writing.
 - b. Signing the revocation.
 - c. Submitting the written revocation to licensed personnel.
2. Ensure that within ten (10) instructional days of the date licensed personnel receive the parent's written revocation, the public agency must provide the parent with a copy of the written notice described in section 7 of this rule.
3. Understands the public agency is not required to convene a case conference committee or develop an IEP when the public agency receives the parent's written revocation.
4. Understands the public agency may ask the parent why the parent is revoking, but the public agency may not require the parent to provide an explanation, either orally or in writing, as a condition of terminating the provision of special education and related services. The public agency may not use the inquiry to delay or deny the termination of special education and related services.

5. Understands a parent's revocation of consent covers all instruction, services, and supports included in the student's IEP, including, but not limited to, the following:

- a. Specialized instruction.
- b. Related services.
- c. Accommodations
- d. Adaptations.
- e. Modifications.
- f. Supports for the student or personnel on behalf of the student.
- g. Assistive technology devices and services.
- h. Placement outside of the general education classroom.

6. Understands a parent may not revoke consent for fewer than all of the special education and related services included in the student's IEP.

7. Understands the public agency may not use mediation or a due process hearing to override the parent's revocation of consent for services.

8. Understands that upon revocation of consent and termination of special education and related services, the student is no longer eligible as a student with a disability and is not entitled to the protections of this article,

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except as permitted in 511 IAC 7-44-9.

9. Understands the public agency is not required to amend the student's educational records to remove any reference to the student's special education and related services when the parent revokes consent for services. This does not preclude a parent from requesting that the students' educational record be amended in accordance with the procedures contained in 511 IAC 7-38-2.

10. Understands the school shall not be considered to be in violation of the requirement to make a free appropriate public education available to the student when the public agency terminates the special education and related services to the student subsequent to the parent's revocation of consent in accordance with this section.

11. Ensures that if, after revoking consent, a parent wants the student to receive special education and related services, the parent must request an initial evaluation in accordance with 511 IAC 7-40-4 and the case conference committee must determine, in accordance with 511 IAC 7-40-6, if the student is eligible for special education and related services as a student with a disability as defined in 511 IAC 7-32-92.

X. RELATED SERVICES; TRANSITIONS; TRANSFER OF RIGHTS State Regulatory Requirements: 511 IAC 7-43-1 through 7-43-7 A. Related services

1. Understands that "Related services" means transportation and developmental, corrective, and other supportive services that are required for a student to benefit from special education. The public agency must provide related services to a student if the student's case conference committee determines that related services are necessary for the student to benefit from special education.

2. May provide related services as direct services by qualified professionals or integrated services by teachers or paraprofessionals acting in accordance with the instructions of qualified professionals.

3. Understands that related services include the following and may include other developmental, corrective, or supportive services if the services are required for a student to benefit from special education: a. Audiological services.

b. Counseling services.

c. Early identification and assessment of disabilities in children.

d. Interpreting services.

- e. Medical services for the purpose of diagnosis and evaluation.
- f. Occupational therapy.
- g. Orientation and mobility services.
- h. Parent counseling and training.
- i. Physical therapy.
- j. Psychological services.
- k. Recreation, including therapeutic recreation.
- l. Rehabilitation counseling.
- m. School health services.
- n. School nurse services.
- o. School social work services.
- p. Transportation.

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- q. Other supportive services.
4. Understands that related services do not include the following:
- a. A medical device that is surgically implanted, such as a cochlear implant.
 - b. The optimization of a surgically implanted device's functioning, such as mapping for a cochlear implant.
 - c. Maintenance of a surgically implanted device.
 - d. The replacement of a surgically implanted device.
5. Understands that nothing in 511 IAC 7-43-1(d)
- a. Limits the right of a student with a cochlear implant or other surgically implanted devices to receive special education (such as speech and language services) and related services that the student's case conference committee determines are necessary for the student to receive a free appropriate public education;
 - b. Limits its responsibility to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the student, including:
 - i. breathing;
 - ii. nutrition; or
 - iii. operation of other bodily functions while the student is transported to and from school or is at school; or
 - c. prevents the routine checking of an external component of a surgically implanted device to make sure it is functioning properly, as required in 511 IAC 7-36-7(n).
6. Understands and utilizes the descriptions of and service provision requirements set forth in detail in 511 IAC 7-43-1(f) through 7-43-1(u) for the following related services:
- a. Audiological services
 - b. Counseling services.
 - c. Early identification and assessment of disabilities in children.
 - d. Interpreting services.
 - e. Medical services for the purpose of diagnosis and evaluation.
 - f. Occupational therapy.
 - g. Orientation and mobility services.
 - h. Parent counseling and training.
 - i. Physical therapy.
 - j. Psychological services.

k. Recreation, including therapeutic recreation.

l. Rehabilitation counseling.

m. School health services.

n. School nurse services.

o. School social work services.

p. Transportation.

B. Review of transition age students

1. Upon obtaining written consent from parents or students of legal age to disclose confidential educational records in accordance with 511 IAC 7-38-1(q)(1), confers with the vocational rehabilitation counselor at least one (1) time per year to review transition age students.

2. Obtains written consent, as defined in 511 IAC 7-32-17, from the parent or the student of legal age to invite the vocational rehabilitation counselor to the case conference committee meeting that will take place during

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the school year before the student's projected final year of school, or earlier, if appropriate, if the public agency and the vocational rehabilitation counselor believe a student may be eligible for and benefit from vocational rehabilitation services.

3. After obtaining the consent described in paragraph 2 above, provides adequate notice to the vocational rehabilitation counselor regarding the case conference committee meeting described in 511 IAC 7-43-3(1) and ensures that the notice to the vocational rehabilitation counselor includes the name, address, age, and identified disability of the student for whom the case conference committee meeting is being conducted.

4. At the case conference committee meeting, verbally advises and provides written materials to the student and parent that describe the array of vocational rehabilitation services that may be available and the process to access those services.

C. Transition individualized education program

1. Utilizes the case conference committee to develop a transition IEP that will be in effect when the student enters into grade 9 or becomes fourteen (14) years of age whichever occurs first, or earlier if determined appropriate by the case conference committee.

2. Does not apply 511 IAC 7-43-4 to a student who has been convicted as an adult under state law and is incarcerated in an adult prison if the student's eligibility under Article 7 will end because of the student's age, before the student will be eligible to be released from prison based on consideration of the student's sentence and eligibility for early release.

3. Conducts the review and revision of a transition IEP in accordance with this 511 IAC 7-43-4 and 511 IAC 7-42-9.

4. Ensures that the Notice of Case Conference Committee to develop or revise a transition IEP is done in accordance with 511 IAC 7-42-2.

5. Invites the following members to participate in the case conference committee meeting at which a transition IEP will be developed or revised:

a. the student, and, if the student does not attend, the public agency must take other steps to ensure that the student's preferences and interests are considered; and

b. to the extent appropriate, and with the consent of the parent (or student of legal age as defined in 511 IAC 7-32-91), a representative of any participating agency (other than the public agency) likely to be responsible for providing or paying for transition services.

6. Ensures that the case conference committee considers the general and special factors described in 511 IAC 7-42-6(b) and 511 IAC 7-42-6(c) when developing or revising a student's transition IEP.

7. Ensures that a general education teacher of the student, as a member of the case conference committee, to the extent appropriate, participates in the development or revision of a student's transition IEP, including the determination of appropriate positive behavioral interventions and supports and other strategies for the student and supplementary aids and services, program modifications, and support for school personnel consistent with 511 IAC 7-43-4 (h)(8).

8. Ensures that a transition IEP contains:

a. A statement of the student's present levels of academic achievement and functional performance, including the following:

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i. How the student's disability affects the student's involvement and progress in the general education curriculum.

ii. Information from age appropriate transition assessments of strengths, preferences, and interests.

b. Appropriate measurable postsecondary goals, based upon age appropriate transition assessments that are related to:

i. training;

ii. education;

iii. employment; and

iv. where appropriate, independent living skills.

c. Documentation regarding whether the student will pursue a high school diploma as defined in 511 IAC 6-7.1-1(e) or certificate of completion.

d. The transition services, as defined at 511 IAC 7-32-100, needed to assist the student in reaching postsecondary goals, including the individuals and agencies identified for implementing the transition services.

e. If appropriate based upon the transition services identified in 511 IAC 7-43-4(h)(4), documentation that the case conference committee reviewed information, and the public agency presented written information to the parent and student, regarding available adult services provided through state and local agencies and other organizations to facilitate student movement from the public agency to adult life. Adult services may include, but are not limited to, services provided by the following:

i. A vocational rehabilitation services program.

ii. The department of workforce development.

iii. The Social Security Administration.

iv. The bureau of developmental disabilities services.

v. A community mental health center.

vi. A community rehabilitation program.

vii. An area agency on aging.

f. A statement of measurable annual goals, including academic and functional goals designed to support and align with the student's postsecondary goals that meet:

i. the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum; and ii. each of the student's other educational needs that result from the student's disability.

g. For students who participate in alternate assessments aligned to alternative academic achievement standards, a description of benchmarks or short-term objectives.

h. A description of the following how the student's progress toward meeting the postsecondary and annual goals described in 511 IAC 7-43-4(h)(6) will be measured and when periodic reports on the progress the student is making toward meeting the postsecondary and annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.

i. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a

statement of the program modifications or supports for school personnel that will be provided to enable the student to do the following:

i. Advance appropriately toward attaining the postsecondary and annual goals. ii. Be involved in and make progress in the general education curriculum in accordance with 511 IAC 7-43-4(h)(1) and participate in extracurricular and other nonacademic activities. iii. Be educated and participate with other students with disabilities and nondisabled students in the activities described in Article 7.

j. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the general education environment and extracurricular and other nonacademic activities.

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k. A statement regarding the student's participation in statewide or local assessments of student achievement, including the following:

i. Any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student consistent with 511 IAC 7-36-10. ii. If the case conference committee determines, in accordance with 511 IAC 7-36-10(g) and 511 IAC 7-36-10(h), that the student must take an alternate assessment of student achievement, instead of a particular statewide or local assessment, a statement:

1. of why the student cannot participate in the general assessment;
2. of why the particular alternate assessment selected is appropriate for the student; and
3. documenting that the public agency informed the parent that the student's performance will not be measured against grade-level academic achievement standards.

l. The projected date for initiation of services and modifications described in 511 IAC 7-42-4(h)(8) and the anticipated length and frequency, location, and duration of services and modifications. m. Courses of study to achieve postsecondary goals.

n. A statement of the student's need for extended school year services consistent with 511 IAC 7-36-4(c) and 511 IAC 7-36-4(d).

o. Identification of the placement in the least restrictive environment as described in 511 IAC 7-42-10. p. Beginning not later than one (1) year before the student becomes eighteen (18) years of age, a statement that the student and the parent have been informed that parent's rights under Article 7 will transfer to the student at eighteen (18) years of age in accordance with 511 IAC 7-43-5 of this rule.

q. Written notes documenting the case conference committee meeting including the date and purpose of the meeting, the names and titles of participants, and the issues discussed during the meeting.

9. Does not construe anything in this section to require that additional information be included in a student's transition IEP beyond what is explicitly required in Article 7 or the case conference committee to include information under one (1) component of the student's transition IEP that is already contained under another component of the student's transition IEP.

10. Provides the parent a copy of the student's transition IEP at no cost and either provides it to the parent at the conclusion of the case conference committee meeting or mails to the parent at a later date so that the parent receives the IEP no later than ten (10) business days after the date of the case conference committee meeting.

11. Permits any member of the case conference committee to submit a written opinion regarding the transition IEP and requires the written opinion to be submitted not later than ten (10) business days after the date of the case conference committee meeting and remain with the student's educational records.

12. Reconvenes the case conference committee in the event that a participating agency fails to provide the services described in the transition IEP so that the case conference committee may identify alternative strategies to meet the transition objectives for the student set out in the transition IEP

13. Understands that nothing in Article 7 relieves any participating agency, including a state vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that the agency would otherwise provide to students who meet the eligibility criteria of that agency.

D. Transfer of rights to student

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1. Transfers all of the rights afforded under Article 7 from the student's parent to the student when the student becomes a student of legal age, as defined in 511 IAC 7-32-91, including a student who is incarcerated in an adult or juvenile, state or local correctional institution, except as provided in 511 IAC 7-43-5(b).

2. Transfers all of the rights afforded under Article 7 to a guardian appointed under IC 29-3 for a student who has reached 18 years of age, unless specifically provided otherwise in the guardianship order.

3. Transfers all of the rights afforded under Article 7 to an educational representative appointed according to the procedures in 511 IAC 7-43-6 for a student who has reached 18 years of age.

4. Informs the student and the parent, at the case conference committee meeting no later than one (1) year before the student becomes 18 years old, that the parent's rights under Article 7 will transfer to the student at eighteen (18) years of age unless a guardianship or an educational representative has been established for the student.

5. Includes a statement in the student's IEP that the student and the parent were informed of the transfer of parental rights in accordance with 511 IAC 7-42-6(f)(10).

6. Provides written notice to the student and the parent at the time the student turns 18 (unless a guardianship or educational representative has been established) that the rights under Article 7 have transferred to the student.

7. Continues to provide all notices required under Article 7 to both the parent and the student after the rights have transferred to the student.

E. Appointment of an educational representative

1. Understands that, any student eligible for special education and related services who has become eighteen (18) years of age and has not had a guardian appointed under IC 29-3 may have an educational representative appointed to make educational decisions on the student's behalf if the student requests in writing that an educational representative be appointed or is certified as unable to provide informed consent under 511 IAC 7-43-6(f).

2. Appoints a student's parent must be appointed to act as the educational representative under 511 IAC 7-43-6, and if the parent is unavailable, it must appoint a person trained as an educational surrogate parent under 511 IAC 7-39-2 to serve as the educational representative.

3. May appoint an educational representative under 511 IAC 7-43-6 as early as sixty (60) calendar days prior to the student's eighteenth birthday.

4. Is not responsible for the cost of appointing an educational representative.

5. Revokes the appointment of an educational representative if the student who requested that an educational representative be appointed under 511 IAC 7-43-6(a)(1) subsequently requests, in writing, that the appointment be revoked.

6. Understands that, in order to appoint an educational representative under 511 IAC 7-43-6(a)(2), two (2) persons described in 511 IAC 7-43-6(g) must, based on personal examination or interview, certify in writing that the student is incapable of providing informed consent and that the student has been informed of this

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decision. As used in this section, “incapable of providing informed consent” means that the student is unable to do the following:

- a. Understand on a continuing or consistent basis the nature, extent, and probable consequences of a proposed educational program or option.
- b. Make a rational evaluation on a continuing or consistent basis of the benefits or disadvantages of a proposed educational decision or program as compared with the benefits or disadvantages of another proposed educational decision or program.
- c. Communicate such understanding in a meaningful way.

7. Requires that persons who certify in writing that a student is incapable of providing informed consent must not be related to the student and must be:

- a. A physician with an unlimited license.
- b. A licensed nurse practitioner.
- c. A licensed clinical psychologist.
- d. A licensed psychologist.
- e. A licensed school psychologist.
- f. A licensed clinical social worker.

8. Requires that at least one (1) of the persons providing certification described in 511 IAC 7-43-6(f) not be employed by the public agency serving the student.

F. Summary of performance

1. Provides a student with a summary of the student's academic achievement and functional performance, including recommendations on how to assist the student in meeting the student's postsecondary goals, when a student:

- a. graduates with a high school diploma as defined in 511 IAC 6-7.1-1(e);
- b. leaves high school with a certificate of completion; or
- c. exceeds the age eligibility for special education and related services under Article 7.

2. May provide a student with a summary of performance when the student withdraws from high school after an exit interview is conducted, and the student's parent and principal consent to the withdrawal as specified in IC 20-33-2-28.5(b).

3. Understands that leaving high school with a certificate of completion or withdrawal from high school as described in IC 20-33-2-28.5 does not extinguish a student's eligibility for special education and related services.

4. Includes in its summary of performance:

- a. Basic demographic information about the student.
- b. Postsecondary goals that take into account the student's educational program and reflect the interests, preferences, and strengths of the student.
- c. A summary of the student's academic achievement and functional performance. Information that can be used to prepare the summary includes, but is not limited to, the following:
 - i. An academic transcript.
 - ii. Academic assessment results.
 - iii. Assessments of functional skills or adaptive behavior that explain a student's ability to live, work, and access the community.
- d. Work force readiness assessments, career exploration internships, cooperative education experiences, or workforce credentials under IC 20-32-4-4(6)(A).

e. Recommendations to assist the student in meeting postsecondary goals, including accommodations, modifications, or assistive technology utilized by the student and identified by the student as particularly helpful or necessary to meet academic or functional goals, or both.

XI. DISCIPLINE PROCEDURES

State Regulatory Requirements: 511 IAC 7-44-1 through 7-44-10 A. Removals in general

1. Is not required to provide services to a student with a disability during any of the first ten (10) cumulative instructional days of removal in a school year, for violating a code of student conduct, if services are not provided to a nondisabled student who has been similarly removed.
2. Treats the removal of a student for any part of a day as a day of removal.
3. Does not treat a short-term removal of a student pursuant to the student's IEP as a removal under this 511 IAC 7-44
4. Treats a suspension as a removal, except for an in-school suspension if, during the in-school suspension, the student has the opportunity to:
 - a. progress appropriately in the general curriculum;
 - b. receive the special education services specified in the student's IEP; and c. participate with nondisabled students to the extent the student would have in the student's current placement.
5. Treats suspension from the bus as a removal if bus transportation is part of the student's IEP, and it does not provides transportation in an alternative manner.
6. Counts a removal under 511 IAC 7-44 as a suspension as defined in IC 20-33-8-7 and ensures that its suspension procedures comply with Indiana statutes and Article 7.
7. Complies with the requirements of 511 IAC 7-44-4 and 7-44-5 when a student is removed for more than ten (10) consecutive instructional days in a school year.
8. Determines if a student's removal constitutes a change of placement in accordance with 511 IAC 7-44-2 when a student is removed for more than ten (10) cumulative instructional days in a school year,
9. Complies with the requirements of 511 IAC 7-44-4 and 7-44-5 if it determines that the student's removal for more than ten cumulative instructional days constitutes a change of placement.
10. Complies with the requirements of 511 IAC 7-44-3 if it determines that the student's removal for more than ten cumulative instructional does not constitute a change of placement.

B. Disciplinary change of placement

1. Treats a removal or a series of removals from a student's current educational placement as a change of placement under 511 IAC 7-44 in the following situations:
 - a. The removal is for more than ten (10) consecutive instructional days.
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- b. The student is subjected to a series of removals that constitute a pattern because: i. the series of removals cumulate to more than ten (10) instructional days in a school year; ii. the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
iii. of such additional factors as the length of each removal, cumulative amount of time the student has been removed, and proximity of the removals to one another.
2. Determines on a case-by-case basis whether a series of removals under 511 IAC 7-44-2(a)(2) constitutes a pattern that results in a change of placement for the student.
3. May consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with other requirements in 511 IAC 7-44, is appropriate for a student with a disability who violates a code of student conduct. It understands that unique circumstances may include the student's disciplinary history and ability to

understand consequences, the supports provided to the student prior to violating a code of student conduct, and other relevant considerations.

4. Does not need parental consent for a disciplinary change of placement under 511 IAC 44.

5. Understands that, if the parent of a student with a disability who disagrees with a decision regarding a student's change of placement under this rule may request mediation in accordance with 511 IAC 7-45-2 and/or a due process hearing in accordance with 511 IAC 7-45-3 or 511 IAC 7-45-10.

6. Understands that, upon a parent's request for a due process hearing, the department of education shall arrange for an expedited hearing pursuant to 511 IAC 7-45-10.

7. Understands that, in reviewing a decision regarding change of placement, an independent hearing officer may return the student with a disability to the placement from which the student was removed if the hearing officer determines that the removal was a violation of this rule.

C. Removals of more than 10 cumulative days that do not result in a change of placement

1. Ensures that, when a student has been removed for more than ten (10) cumulative school days that does not constitute a change of placement, school personnel, in consultation with at least one (1) of the student's teachers, determine the extent to which services are needed to enable the student to continue to participate in the general education curriculum, although in another setting and progress toward meeting the goals set out in the student's IEP.

2. May provide the services required by 511 IAC 7-44-3(a) in an interim alternative education setting.

1. Understands that a change of placement occurs when a student has been removed for more than ten (10) consecutive instructional days in the same school year or ten (10) cumulative instructional days in the same school year if the removals constitute a pattern that results in a change of placement under 511 IAC 7-44-2(a)(2).

2. Notifies the parent on the date it decides to make a removal that results in a change of placement and provides them with the notice of procedural safeguards described in 511 IAC 7-37-1.

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3. Documents its reasonable efforts to notify parents of the decision and provide them with the notice of procedural safeguards.

4. Mails the notice of the change of placement and the notice of procedural safeguards to the parent on the first business day following its decision if it is unable to notify the parent on the date the decision is made.

5. Conducts a manifestation determination in accordance with 511 IAC 7-44-5.

E. Manifestation determinations

1. Convenes a case conference committee meeting within ten (10) instructional days of any decision to change the placement of a student with a disability for violating a code of student conduct, and utilizes the case conference committee to determine whether the student's behavior is a manifestation of the student's disability.

2. Ensures that the case conference committee reviews all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parent, to determine if the conduct in question was:

a. caused by, or had a direct and substantial relationship to, the student's disability; or b. the direct result of the public agency's failure to implement the student's IEP.

3. Considers the conduct to be a manifestation of the student's disability if the case conference committee determines that either of the conditions in 511 IAC 7-44-5(b)(1) or (b)(2) were met.

4. Immediately takes steps to remedy any IEP deficiencies if the case conference committee determined that the student's conduct was the direct result of the public agency's failure to implement the IEP.

5. Ensures that, if the case conference committee determined that the student's conduct was a manifestation of the student's disability, the case conference committee either:
 - a. Conducts a functional behavioral assessment, unless the public agency had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the student; or
 - b. If a behavioral intervention plan already has been developed, reviews the behavioral intervention plan and modifies it, as necessary, to address the behavior.
6. Returns the student to the placement from which the student was removed, except as provided in 511 IAC 7-44-6 or the parent and the public agency agree to a change of placement as part of the modification of the behavioral intervention plan.
7. Applies the relevant disciplinary procedures to the student in the same manner and for the same duration as those procedures would be applied to students without disabilities if the case conference committee determines the student's conduct was not a manifestation of the student's disability.
8. Ensures that the case conference committee, in the event it determines the student's conduct was not a manifestation of the student's disability, determines the appropriate services to be provided during any removal that are needed to enable the student to:
 - a. Continue to participate in the general education curriculum, although in another setting.
 - b. Progress toward meeting the goals set out in the student's IEP.
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- c. Receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
9. Provides the services identified by the case conference committee in paragraph 8 above, and understands that the services may be provided in an interim alternative education setting if the case conference committee determines an interim alternative setting to be appropriate.
10. Understands that:
 - a. The parent of a student with a disability who disagrees that the student's conduct was not a manifestation of the student's disability may request mediation in accordance with 511 IAC 7-45-2 and/or a due process hearing in accordance with 511 IAC 7-45-3 or 511 IAC 7-45-10.
 - b. Upon a parent's request for a due process hearing, the department of education shall arrange for an expedited hearing under 511 IAC 7-45-10.
 - c. In reviewing a decision with respect to the manifestation determination, an independent hearing officer may return the student with a disability to the placement from which the student was removed if the hearing officer determines that the student's conduct was a manifestation of the student's disability.
- F. Interim alternative educational setting; weapons, drugs, and serious bodily injury
 1. Permits the principal or the principal's designee to remove a student to an interim alternative educational setting for not more than forty-five (45) instructional days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student, while at school, on school premises, or at a school function under the jurisdiction of the department of education or a public agency:
 - a. Carries a weapon to school or possesses a weapon
 - b. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
 - c. Has inflicted serious bodily injury upon another person;

2. Notifies the parent when this removal occurs and provides them with a copy of the notice of procedural safeguards as specified in 511 IAC 7-44-4.
3. Conducts a manifestation determination as specified in 511 IAC 7-44-5.
4. May keep the student in the interim alternative educational setting even if the case conference committee determines the student's conduct to be a manifestation of the student's disability.
5. Utilizes the case conference committee to determine the interim alternative educational setting and appropriate services needed to enable the student to do the following:
 - a. Continue to participate in the general education curriculum, although in another setting.
 - b. Progress toward meeting the goals set out in the student's IEP.
 - c. Receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
6. Understands that:
 - a. the parent of a student with a disability may challenge the interim alternative education placement by requesting mediation in accordance with 511 IAC 7-45-2 and/or a due process hearing in accordance with 511 IAC 7-45-3 or 511 IAC 7-45-10.
 - b. The department of education shall arrange for an expedited hearing under 511 IAC 7-45-10. The student's placement during an expedited due process hearing is governed by 511 IAC 7-44-8.

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- c. In reviewing a decision under this section to place the student in an interim alternative educational setting, the independent hearing officer may return the student with a disability to the placement from which the student was removed if the hearing officer determines that the removal was a violation of this rule.
- G. Substantial likelihood of injury to student or others
1. May request an expedited due process hearing to determine an appropriate placement for a student if it believes that maintaining the student in the current educational placement (the student's placement prior to a removal) is substantially likely to result in injury to the student or others.
 2. Understands that:
 - a. The student's placement during an expedited due process hearing is governed by 511 IAC 7-44-8.
 - b. The hearing officer, in accordance with 511 IAC 7-45-7, must hear the matter and make a determination regarding the student's placement.
 - c. In making the determination, an independent hearing officer may order a change of placement to an appropriate interim alternative educational setting for not more than forty-five (45) instructional days if the hearing officer determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.
 - d. Nothing in this 511 IAC 7-44-71 prohibits it from seeking injunctive relief to remove a student with a disability from school or change a student's current educational placement if it believes that maintaining the student in the current educational placement is substantially likely to result in injury to the student or others.
- H. Placement of the student during due process hearings or appeals of disciplinary action
1. Subsequent to a parent's request for a hearing or appeal to challenge a removal or the manifestation determination, maintains a student's placement in an interim alternative educational setting pending the decision of the independent hearing officer or until the time period for the disciplinary action expires, whichever occurs first, unless the parent and the public agency agree otherwise.

2. Maintains a student in an interim alternative educational setting pending the decision of the hearing officer or the expiration of the 45 instructional days (whichever comes first and unless the parent and the public agency agree otherwise) if the student is placed in an interim alternative educational setting under 511 IAC 7-44- 6 or 7-44-7, and the student's parent opposes the public agency's proposed change in educational placement after expiration of the forty-five (45) instructional days.

3. May request an expedited due process hearing and ask the independent hearing officer to extend the interim alternative education placement if it is unable to resolve the dispute regarding the proposed change of placement after the expiration of the forty-five (45) instructional days, and the public agency maintains that the current placement (the placement prior to removal to the interim alternative education setting) is substantially likely to result in injury to the student or others, the public agency may request the following:

I. Protections for students not yet eligible for special education and related services

1. Understands that, a student who has not been determined eligible for special education and related services under Article 7 but has engaged in behavior that violated any rule or code of conduct of the public agency, including any behavior described in 511 IAC 7-44 may assert any of the protections provided for in Article 7 if the public agency had knowledge, as described in 511 IAC 7-44-9(b), that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.

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2. Understands that it is deemed to have knowledge that a student is a student with a disability if any of the following have occurred:

a. The parent of the student has expressed concern in writing to licensed personnel of the appropriate public agency, or a teacher of the student, that the student is in need of special education and related services.

b. The parent of the student or the public agency has requested an evaluation of the student under 511 IAC 7-40-4.

c. The teacher of the student, or other personnel of the public agency, has expressed specific concern about a pattern of behavior demonstrated by the student directly to supervisory personnel of the public agency.

3. Understands that it is not deemed to have knowledge under 511 IAC 7-44-9(b) if any of the following has occurred:

a. The parent of the student has not allowed an evaluation of the student under 511 IAC 7-40. b. The parent of the student has refused services under Article 7 or the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq.

c. The public agency conducted an educational evaluation, determined that the student was not a student with a disability under Article 7, and provided notice to the student's parents of the determination consistent with 511 IAC 7-42-7.

d. The parent of the student has revoked consent for special education and related services in accordance with 511 IAC 7-42-15.

4. Understands that, if it does not have knowledge, in accordance with 511 IAC 7-44-9(b) and (c), that a student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as measures applied to students without disabilities who have engaged in comparable behaviors, subject to 511 IAC 7-44-9(e) and (f).

5. Completes an initial evaluation and convenes the case conference committee within 20 instructional days from receiving the parent's written consent when a referral is made for an initial educational evaluation of a student during the time period in which the student is subjected to suspension, expulsion, or placement in an interim alternative educational setting.

6. During the evaluation proceedings, may maintain the student in the educational placement it determined appropriate, including suspension or expulsion without educational services.

7. Understands that "expedited evaluation" means that it will conduct the evaluation and convene the case conference committee within twenty (20) instructional days from the date of the parent's written consent for the evaluation.
8. Provides copy of the educational evaluation report to the parent at the case conference committee meeting convened to consider the student's identification and eligibility for special education services.
9. Provides special education and related services in accordance with Article 7 if the student is determined to be a student with a disability after the case conference committee considers the educational evaluation and information provided by the parents.

J. Referral to law enforcement and judicial authorities

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1. Is not prohibited by Article 7 from reporting a crime allegedly committed by a student with a disability to appropriate authorities.
2. Understands that nothing in Article 7 prohibits state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.
3. Ensures that, when it reports a crime committed by a student with a disability, it transmits copies of the education and disciplinary record of the student only to the extent the transmission is permitted by the Family Educational Rights and Privacy Act (which includes requiring the receiving authorities to certify in writing that the records will not be disclosed to any other parties) and as required by IC 20-33-7-3, without the prior written consent of the parent or the student of legal age for consideration by the appropriate authorities to whom it reports the crime.

XII. COMPLAINTS, MEDIATION, AND DUE PROCESS PROCEDURES State Regulatory Requirements: 511 IAC 7-45-1 through 7-45-11

A. Complaints

1. Understands that complaints involve allegations of the public agency's procedural non-compliance with Article 7, IDEA 2004, or the federal regulations implementing the IDEA.
2. Understands that the requirements for filing a complaint with the division of special education, the Division's investigation of such complaints, and the process for reconsideration of complaints are governed by 511 IAC 7-45-1.
3. May agree with a parent to engage in mediation under 511 IAC 7-45-2 to resolve a complaint, and understands that the mediation must be completed within twenty (20) calendar days from the date the parties agree in writing to engage in mediation.
4. Understands that:
 - a. if it executes a mediation agreement with the parent in order to resolve the complaint, it must forward the mediation agreement to the division of special education.
 - b. if it resolves some, but not all of the complaint issues during the mediation, the division of special education will investigate the unresolved issues.
 - c. Nothing in 511 IAC 7-45-1(a) precludes a complainant from filing a new complaint to seek enforcement of a written agreement entered into by the complainant and public agency under 511 IAC 7-45-1(g)(2) or (g)(3).
 - d. If it fails to respond under 511 IAC 7-45-1 (g), the division of special education will begin investigating the complaint eleven (11) days after the division of special education receives the complaint.
 - e. If it fails to achieve compliance with corrective action required by the department of education, its federal and state funds may be withheld.
 - f. If a written complaint is received that is also the subject of a due process hearing or the complaint contains multiple issues, of which one (1) or more are part of that hearing, the department of education shall set aside any part of the

complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action is resolved using the time limits and procedures described in 511 IAC 7-45-1.

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g. If an issue raised in a complaint filed under this section has previously been decided in a due process hearing involving the same parties, the hearing decision is binding on that issue and the department of education shall inform the complainant to that effect.

h. A complaint alleging a public agency's failure to implement a due process decision must be resolved by the department of education through the complaint process set forth in 511 IAC 7-45-1.

B. Mediation

1. Understands that:

a. mediation may be used to resolve disputes regarding a student's identification and eligibility for services under Article 7, the appropriateness of the educational evaluation or student's proposed or current special education services or placement, any other dispute involving the provision of a free appropriate public education to the student, and reimbursement for services obtained by the parent.

b. a request for mediation may be initiated by either the parent or the public agency, but the mediation process cannot begin unless both parties agree to participate.

c. may occur prior to or concurrent with a request for a due process hearing.

d. A request for mediation shall not preclude or delay a due process hearing or deny any other rights afforded in Article 7.

e. The components of the Division's coordination and assignment of mediators are governed by 511 IAC 7-45-2.

f. Each session in the mediation process is scheduled in a timely manner and held in a location that is convenient to the parties to the dispute.

g. If the parties resolve a dispute through the mediation process, they must execute a legally binding written mediation agreement that sets forth the parties' resolution.

h. The written mediation agreement must be signed by the parent and a representative of the public agency who has the authority to bind the agency and state that all discussions that occurred during the mediation process will remain confidential and not be used as evidence in any subsequent due process hearing or civil proceeding.

i. A written, signed mediation agreement under this section is enforceable in any state court of competent jurisdiction or in a district court of the United States.

j. Discussions that occur during the mediation process are confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings of any federal or state court. k. In addition to the enforcement mechanisms in 511 IAC 7-45-2(h), a written, signed mediation agreement under this section is enforceable through the complaint process in 511 IAC 7-45-1, but the use of the complaint process is not mandatory and does not delay or deny a party the right to seek enforcement of the written agreement in a state court of competent jurisdiction or district court of the United States.

2. May establish procedures to offer parents and schools that choose not to use the mediation process an opportunity to meet, at a time and location convenient to the parents, with a disinterested party who: a. is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center established under Sections 1471 or 1472 of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq.; and b. would explain the benefits of the mediation process and encourage the parents to use the process.

3. If it developed the procedures described in paragraph 2 above, would seek approval by the division of special education prior to implementation, and would not use these procedures to deny or delay a parent's right to a due process hearing if the parent fails to participate in the meeting. The division of special education bears the cost of the meetings in accordance with the written procedures.

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C. Due process hearing requests

1. Understands that

a. a parent, a public agency, or the state educational agency may initiate a due process hearing that is conducted by an independent hearing officer when there is a dispute regarding any of the following:

- i. A student's identification and eligibility for services under Article 7.

- ii. The appropriateness of the educational evaluation or student's proposed or current level of special education services or placement.

- iii. Any other dispute involving the provision of a free appropriate public education for the student.

b. The requirements for requesting a due process hearing and the department of education's responsibility for coordinating the hearing process are contained in 511 IAC 7-45-3. c. The due process timelines begin upon the opposing party's receipt of the due process hearing request.

2. Provides information to the parent regarding the availability of free or low cost legal and other relevant services available in the area if the parent requests the information or the parent or the public agency files a due process hearing request.

D. Sufficiency of the request for a due process hearing

1. Understands that:

a. a party may not have a hearing on the issues contained in a due process hearing request until the party or the attorney representing the party files a due process hearing request that meets the requirements of 511 IAC 7-45-3(b).

b. the due process hearing request must be deemed sufficient unless the party receiving the due process hearing request notifies the hearing officer and the other party in writing that the request does not meet the requirements set forth in section 3(b) of this rule.

c. It must file an allegation that the due process hearing request is insufficient within fifteen (15) calendar days of receipt of the due process hearing request and identify how the request is insufficient.

d. The hearing office must rule on the allegation in accordance with 511 IAC 7-45-4(c). e. A party may amend its due process hearing request only if:

- i. The other party consents in writing to the amendment and is given the opportunity to resolve the due process hearing request issues through a resolution meeting held under 51

IAC 7-45-6 or

- ii. the hearing officer grants permission, except that the hearing officer may only grant permission to amend at any time not later than five (5) days before the due process hearing is scheduled to begin.

f. If a party files an amended due process hearing request, the timelines for the resolution meeting in 511 IAC 7-45-6(a) and the resolution process in 511 IAC 7-45-6(i) begin again with the filing of the amended due process hearing request.

g. If the due process hearing request is determined insufficient and not amended, the due process hearing request may be dismissed.

E. Responding to the request for a due process hearing

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1. Must respond to a due process hearing request within ten (10) calendar days of receiving the due process hearing request, send to the other party a response that specifically addresses the issues raised in the due process hearing request.
2. Will send written notice to the parent, if it has not already done so, in accordance with 511 IAC 7-40-4(e) or 511 IAC 7-42-7 regarding the subject matter contained in the parent's due process request, within ten (10) calendar days of receiving the due process hearing request, send a response to the parent that includes the following:
3. Understands that its response under 511 IAC 7-45-5(b) will not be construed to preclude it from asserting, when appropriate, that the parent's due process request was insufficient under 511 IAC 7-45-4.

F. Resolution meeting

1. Will convene a resolution meeting with the parent and relevant members of the case conference committee within fifteen (15) calendar days of receiving notice of the parent's due process hearing request, and prior to the initiation of a due process hearing,
2. Conducts a resolution meeting in accordance with 511 IAC 7-45-6, and includes a representative from the public agency that has decision making authority.
3. Does not include its attorney in the resolution meeting unless the parent's attorney is present.
4. Keeps a detailed record of its attempts to secure the participation of the parent in the resolution meeting (such as telephone call, correspondence, and visits to home or employment and the results of those attempts).
5. Understands that:
 - a. the purpose of the resolution meeting is for the parent to discuss the due process hearing request; and facts that form the basis of the request so that the it has the opportunity to resolve the dispute that is the basis of the request.
 - b. It does not need to hold the resolution meeting if the parents agree in writing to waive the meeting or use the mediation process described in 511 IAC 7-45-2.
 - c. Mediation does not extend the thirty (30) day resolution process timeline unless the parties agree in writing to extend the process.
 - d. If it is unable to resolve the dispute to the satisfaction of the parent within thirty (30) days of the receipt of the due process hearing request, the forty-five (45) day due process hearing timeline in 511 IAC 7-45-7 commences.
 - e. The forty-five (45) day timeline also commences the day after each of the following events:
 - i. Both parties agree in writing to waive the resolution meeting.
 - ii. After either the mediation or resolution meeting starts, but before the end of the thirty (30) day resolution period, the parties agree in writing that no agreement is possible.
 - iii. Both parties agree in writing to continue the mediation at the end of thirty (30) day resolution period, but later the parent or the public agency withdraws from the mediation process.
 - f. Except as provided in 511 IAC 7-45-6(f), the failure of the parent requesting a due process hearing to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

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- g. If it fails to hold or participate in the resolution meeting within fifteen (15) days of receiving notice of a parent's due process hearing request, the parent may seek the intervention of a hearing officer to begin the forty-five (45) calendar day due process hearing timeline.
 - h. If resolution to the dispute is reached at the resolution meeting, the parties must execute a legally binding agreement that is signed by both the parent and a representative of the agency who has the authority to bind the agency.

i. An executed resolution agreement is enforceable in any state court of competent jurisdiction; or a district court of the United States, as well as the complaint process in 511 IAC 7-45-1, but the complaint process is not mandatory and does not delay or deny a party the right to seek enforcement of the resolution agreement in court.

j. Both parties have the opportunity to void the resolution agreement within three (3) business day of executing the agreement by notifying the other party in writing.

6. Will, at the conclusion of the thirty (30) day period in 511 IAC 7-45-6 (f), request that a hearing officer dismiss the parent's due process hearing request if it has been unable to obtain the parent's participation in the resolution meeting despite making documented reasonable efforts to do so.

G. Conducting the hearing

1. Understands that the requirements for conducting a hearing including, but not limited to, procedures, timelines, rights of the parties, disclosure of evidence, presentation of evidence, record of the hearing, the hearing officer's authority and responsibility, and the division's record keeping responsibilities are contained in 511 IAC 7-45-7.

2. Bears all costs pertaining to the conduct of a hearing whether or not a hearing is ultimately held, including transcription and hearing officer fees and expenses.

3. May use funds under Part B of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., to pay the costs of conducting the hearing, but does not use the funds to pay attorney's fees or costs of a party.

4. Understands that:

a. If the issue of the proceedings involves initial enrollment in a public school, the student, with the consent of the parent, will be placed in the public school program until the completion of the proceedings. If the parties cannot agree to the student's placement during the proceedings, the independent hearing officer determines the student's placement as a preliminary matter to the conduct of the due process hearing.

b. If the issue of the proceedings involves initial enrollment in a public school for a student who is transitioning from Part C of the Individuals with Disabilities Education Act to Part B of the act, and the student is no longer eligible for Part C services because the student has become three (3) years of age, the public agency is not required to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B, and the parent consents to the initial provision of special education and related services it will provide those special education and related services that are not in dispute between the parent and the public agency.

c. Except as provided in 511 IAC 7-44-8, the student shall remain in the student's current educational placement during a due process hearing, administrative appeal, or judicial proceeding, unless the parties agree otherwise.

d. If the proceedings extend beyond the end of the school year and placement includes normal grade advancement. that advancement shall proceed unless normal grade advancement is at issue.

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e. If the last agreed-upon placement cannot be determined, the independent hearing officer shall determine the student's educational placement.

H. Independent hearing officer qualifications

This public agency understands that the requirements for hearing officer qualifications are contained in 511 IAC 7-45-8.

I. Judicial review of hearing officer decision

This public agency understands that any party disagreeing with the decision of the independent hearing officer may file a petition for judicial review with a civil court with jurisdiction. Under IC 4-21.5-5-5, a petition for review by a state or federal civil court must be filed within thirty (30) calendar days after the date the independent hearing officer's written decision is received by the party. Specific requirements related to a judicial review may be found in 511 IAC 7-45-9.

J. Expedited due process hearings and appeals

1. Understands that a parent may request an expedited due process hearing if the parent disagrees with a determination that the student's behavior was not a manifestation of the student's disability or the public agency's decision regarding the student's disciplinary change of placement under 511 IAC 7-44-3.
2. May request an expedited due process hearing if it maintains that it is dangerous for the student to return to the current placement (placement prior to removal to the interim alternative educational setting) after the expiration of the student's placement in an interim alternative educational setting.
3. Understands that the requirements for the conduct of the hearing (timelines, rights of the parties, hearing officer's authority and responsibility, presentation of evidence, and decision) are contained in 511 IAC 7-45-10.
4. Understands the requirements for appealing a decision from an expedited hearing are contained in 511 IAC 7-45-9.

K. Attorney's fees

Understands that it may be responsible for the attorney's fees for a parent who prevails in a due process hearing.

1. Understands that the requirements regarding the award of attorney's fees (notice, court's authority and discretion, how rate is determined, how award of fees is determined) are governed by 511 IAC 7-45-11.
2. Does not use funds under Part B of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., to pay attorney's fees or costs of a party related to an action or procedure under the Individuals with Disabilities Education Act and Article 7.

XII. Child Count and Data Collection

State Regulatory Requirements: 511 IAC 7-46-1 through 7-46-4 A. Federal child count procedures

Attachment 27
Budget

**Attachment 27
Budget**

OPTIONS - COMBINED 2022-23	20	30	30
	FY2024 Budget	FY2025 Budget	FY2026 Budget
I. REVENUE:			
Tuition Grant	\$ 140,000	\$ 210,000	\$ 210,000
Special Education Grant	\$ 30,000	40,000	40,000
State Alternative Education Grant	\$ 9,000	\$ 10,000	\$ 10,000
TOTAL REVENUE	\$ 179,000	\$ 260,000	\$ 260,000
II. EXPENDITURES:			
	\$	\$	\$
Staff Salaries Expense	100,000.00	100,000.00	100,000.00
		\$	
Employee Benefit Expenses	\$ 20,000.00	20,000.00	\$ 20,000.00
Occupancy Expense	\$ -	\$ -	\$ -
Utilities Expense	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Insurance Expense	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Printing Expense	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Safety Services	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
		\$	
Pupil Services	\$ 10,000.00	12,000.00	\$ 12,000.00
Training	\$ 1,000	\$ 1,000	\$ 1,000
Technology Expenses	\$ 17,000	\$ 13,000	\$ 13,000
Other Expenses	\$ 500	\$ 500	\$ 500
Marketing/Communications Expenses	\$ 1,000	\$ 1,000	\$ 1,000
Supplies Expense	\$ 3,000	\$ 1,000	\$ 1,000
Travel Expense	\$ 500	\$ 500	\$ 500

OPTIONS - COMBINED 2022-23	20	30	30
	FY2024 Budget	FY2025 Budget	FY2026 Budget
I. REVENUE:			
Tuition Grant	\$ 140,000	\$ 210,000	\$ 210,000
Special Education Grant	\$ 30,000	40,000	40,000
State Alternative Education Grant	\$ 9,000	\$ 10,000	\$ 10,000
TOTAL REVENUE	\$ 179,000	\$ 260,000	\$ 260,000
II. EXPENDITURES:			
Instructional Furniture and Equipment	\$ 10,000	\$ -	\$ -
TOTAL REVENUE	\$179,000	\$260,000	\$260,000
TOTAL EXPENDITURES	\$177,000	\$157,000	\$157,000
gain / loss	\$2,000	\$103,000	\$103,000

Attachment 28
Budget Narrative

The budget for this program is built on the need for upfront costs to get the site, technology and staff in place. However, after the first year, our expenses will go down due to the shared expenses that Options Schools will be able to provide as this program will be an extension of Options Noblesville. Our revenue projections are based on expected general, special, and alternative education. There will be no variable revenue needed, however, grants could be used to provide more services. This site will be limited to 30 students due to space constraints, therefore with a 15 to 1 staffing model that is used at Options Schools, we will have 2 teachers with the potential for an additional aide in the future.



Options Schools, Inc.

Strategic Plan

2023-2024

Prepared by:
Mike Gustin
Jake Brandau
Anita Silverman
Karen Oliver
Mike Dunagan



Mission

Options Schools will provide a caring community, quality education, and guidance to those students who seek an alternative to traditional schooling.

Action Step (Smart Goals)

- Target 1:** Options will engage in a site development partnership with SYF to create a single site in the next 18 months.
- Target 2:** Options will research and purchase land to relocate 2551(SYF Options Noblesville) farther south in Hamilton County in the next 18 months.
- Target 3:** Options will pursue an Adult Education school number by June 30th, 2023.
- Target 4:** Options will seek partnerships with a maximum of two additional ABA partners in the next 18 months.
- Target 5:** Options will develop a partnership with Engaging Minds in Muncie, IN for a third ABA school/clinic site.

Archived Items

- Archived Target 1:** Options ABA Programs- Seek a separate school number
- Archived Target 2:** Options ABA Expansion- Consider expansion of ABA programming into K-5
- Archived Target 3:** Options in Education Foundation- No specific goals beyond our current plan
- Archived Target 4:** Options Advanced Learning Center- Development of Options Noblesville into an ALC space
- Archived Target 5:** Options Schools Finance- Development of a level-funded or self-funded health care



SWOT Analysis Questions

The following questions were developed by the executive team to support engaging and critical discussions which were captured in each goal's SWOT analysis.

1. What is the financial impact?
2. What is the enrollment impact?
3. Is this mission-aligned? Academic impact
4. What is the political / PR impact?
5. What are the facility needs?
6. What are other/misc resource needs?
7. What is the efficiency impact?
8. What is the community/cultural impact?
9. Who are the stakeholders that need to be considered?
10. What is the safety impact?
11. What problem does this solve?
12. What are the capacity needs?
13. Who are the competitors that need to be considered?
14. Is there any market research, historical data, or evidence-based practices to consider?
15. What is/are the trigger(s) of a hybrid site?
16. What are the required supports- safety, sped, #teachers, etc.?
17. Are there any size or capacity issues to consider?
18. What is the Capacity of central office/support services within OCS?
19. What are the impacts to Organizational structure & responsibilities?



Options Schools

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Target 1 Title: **Partner with Simon Youth Foundation (SYF) to Develop a School Site**

Target 1 Smart Goal: Options will engage in a site development partnership with SYF to create a single site in the next 18 months.

Target 1 Overview: The Options Schools' Board has formed a partnership with the Simon Youth Foundation (SYF) and our current Options Noblesville location. Our partnership will expand to include additional brick-and-mortar sites in Indiana and perhaps beyond Indiana borders. With our newly established partnership at Options Noblesville located in Noblesville, Indiana, it is the intent of both parties to start a new "micro" school in Edinburg, Indiana. The following SWOT and implementation plan provides a summary from source documents developed by the OCS leadership team.

Strengths: *What do we do well and what are our resources?*

OCS will:

1. Reduce and/or eliminate facility costs including remodeling, one-time fixed costs, lease costs, etc.;
2. In partnership with SYF, provide professional development, scholarships, student learning experiences and grant opportunities;
3. Increase enrollment depending on the size of the program;
4. Reach at-risk students with brick and mortar sites throughout the state is mission-aligned;
5. Start a brick and mortar program in another town or region which will improve our brand awareness;
6. Benefit from SYF branding by growth in new areas; and
7. Benefit from SYF's abundance of potential sites and funding (no fundraising).

Weaknesses: *What do we not do well and where are we vulnerable?*

OCS will:

1. Be limited to SYF facilities and mall spaces;
2. Potentially be limited on locations in Indiana;
3. Increase resources to engage with the staff at locations throughout Indiana;
4. Grow in number of sites which will cause an increase in travel;
5. Provide school safety for all sites which can be challenging due to geography and capacity of current safety leadership staff;
6. Develop partnerships with local safety: Police, Fire, etc.; and
7. Experience time and capacity issues for leadership as distances increase from central office.

Opportunities: *What are emerging trends or opportunities to grow?*



OCS will:

1. Have an opportunity to grow enrollment in areas beyond Hamilton County;
2. Have the opportunity to educate alternative students that prefer not to be educated virtually;
3. Have access to facilities that we currently do not have access to;
4. Provide opportunities for students and families to have local school choice; and
5. In partnership with SYF receive financial and brick-and-mortar resources that will promote growth throughout Indiana, and beyond, especially at a faster pace than anticipated prior to the partnership.

Threats: *What obstacles do we face that we need to counteract?*

OCS will:

1. Develop a pathway to amend our current charter when developing new school or program sites within our approved charter with Ball State University Office of Charter Schools. Unfortunately, BSU has been slow in communicating with Options leadership a clear pathway which creates potential threats with the MOU and could potentially lead to breaking the contract and incurring the legal costs;
2. Start a brick and mortar program in another town which may create issues with local anti-charter leaders or politicians;
3. Potentially fail with this program, and it could cause a threat to the positivity of our brand; and
4. Potentially experience interactions with different community leaders, business leaders, local school leaders, authorizer, etc. that could have an unknown stance regarding our existence in their community.

Target #1 Implementation Plan

Action Item #1: The Options Executive team will develop a strategic plan for the Options Board of Directors perusal and approve a target that includes SYF growth. This will be done at the February 21, 2023 Options Board of Directors meeting.
(08/01/22-02/21/23)

Action Item #2: The Options Executive Team will develop source documents to support the state and authorizer approval processes as well as initial operations. These documents will be developed for agencies such as: the Options Board of Directors, staff members who will be employed at the proposed sites and those in the Options chain-of-command, Ball State University's Office of Charter Schools, various state agencies (Department of Education (DOE), State Board of Education (SBOE), State Board of Accounts (SBOA), etc.)
(04/01/23-12/31/23)

Action Item #3 The executive leadership team will complete a growth plan that includes such items as: financial assessment, site assessment, facility costs, geographic location to clientele, potential partners/supports in the community, technology needs, staff needs, support staff/third-party supports needed, viable curriculum &
(01/01/23-04/30/23)



Options Schools

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student management systems, and any potential non-starters.

Action Item #4: Anita Silverman will act as the lead Options employee in communicating between state agencies, our BSU OCS authorizer, the SYF team, and stakeholders local to the proposed Edinburg site. By 5/30/23 a final decision will be made regarding the viability of this project.
(02/21/23-5/30/23)

Target #1 Recommendation

This project is the first new site development in the Options partnership with the Simon Youth Foundation. Our current partnership at the Simon Youth Academy at Options Noblesville is going extremely well! The site in Edinburg, Indiana is already developed for “micro” school use and SYF is paying all facility costs. Reasons for concern to examine include: unknown stances of potential charter school leaders in the community, trouble with our BSU authorizer finalizing an amendment process, and some operational issues most related to the distance from our central office support. If we can reduce or eliminate some noted weaknesses, this project has great potential. It is for these reasons that I am recommending that the Options Board of Directors approves Target 1 for further development.

Target 2: Options will relocate Options Noblesville (2551) in Hamilton County

Target 2 Smart Goal: Options will research and purchase land to relocate Options Noblesville (2551) farther south in Hamilton County in the next 18 months.

Target 2 Overview: The OCS leadership will develop possible sites for purchase in southeastern Hamilton County to build a second traditional alternative school setting. This new site will replace the current site located at 9945 Cumberland Pointe Boulevard in Noblesville, Indiana. Once the new site is built, the current site will be redeveloped into a full advanced learning center (CTE pathways) and/or central office space. The following SWOT and implementation plan provides a summary from source documents developed by the OCS leadership team.

Strengths: *What do we do well and what are our resources?*

OCS will:

1. Attempt to use similar blueprints to save in Architecture fees;
2. Increase enrollment and grade levels offered and have potential to reach new geographic student base by 90%;
3. Move the physical location to satisfy our mission to meet students where they are. A new facility that we design will have an impact on the type and the quality of programming;
4. Has built strong relationships with the superintendents of schools in Hamilton County
5. Continue to improve our reputation as a high quality organization because of the positive effects of the SYF partnership; and
6. Provide a state of the art facility with a new building in regards to safety and more restricted access due to fewer doors.



Weaknesses: *What do we not do well and where are we vulnerable?*

OCS will:

1. Struggle with the Request for Proposal (RFP) process;
2. Struggle with mobility capacity of the central office, bus driver/transportation capacity; and
3. Face property values similar to Noblesville. (800K-Million)

Opportunities: *What are emerging trends or opportunities to grow?*

OCS will:

1. Potentially benefit from the 2023 Impending Legislature bills about education and charter school funding impacting funding per pupil, and access to the common school loan fund, and
2. Show BSU that we are sustainable and ready for growth.

Threats: *What obstacles do we face that we need to counteract?*

OCS will:

1. Potentially lose 10% of current student population who are located North East of the campus with a move south;
2. Experience perspective and views that Noblesville campus is closing, rather than moving;
3. Not meet the needs of the student or our mission by staying at current facility;
4. Bring a new set of issues and possible positives by moving more into Fishers, Lawrence and Geist;
5. Experience negativity from Hamilton Southeastern (HSE) community as they may see this as a potential threat; and
6. Be responsible for upfront costs of \$1.5-\$2 million when building is identified as Sources and Uses in bank terms.

Target #2 Implementation Plan

Action Item #1
(08/01/22-02/21/23) The Options Executive Team will develop a strategic plan for the Options Board of Directors to discuss and approve as a target that includes identification of a new Options Noblesville (2551) location in southeastern Hamilton County. Completion expected at the February 21, 2023 Options Board of Directors meeting.

Action Item #2
(04/01/23-12/31/23) The Options Executive Team will develop source documents to support the state and authorizer approval processes and to support initial operations. These documents will be developed for agencies such as: the Options Board of Directors, staff members who will be employed at the proposed sites and those in the Options chain-of-command, Ball State University's Office of Charter Schools, various state agencies (Department of Education (DOE), State Board of



Education (SBOE), State Board of Accounts (SBOA), etc.

- Action Item #3**
(02/21/23-05/31/23) Anita Silverman will lead conversations with our Simon Youth Foundation Partner to see if they have any interest in helping us locate or develop a southeastern site. Also, Options leadership is considering sites already owned by SYF such as the Hamilton Town Center mall.
- Action Item #4**
(02/21/23-05/31/23) Mike Gustin will lead a team of Options leadership in identifying possible locations in the desired location for consideration of a new Options Noblesville school.
- Action item #5**
(02.21.23-05/31/23) The Options leadership team, including Mike Gustin, Jake Brandau, Darryl Gustin, and Jack Colwell will develop a board proposal for consideration. The identification of a site and the development of a proposal may be supported and assisted by a member or members of the Options Board of Directors.
- Action Item #6**
(02/21/23-12/31/23) The executive team will develop documents necessary for local and state stakeholders regarding site possibilities and any documents necessary to carry out a purchase once OCS board approval is given.

Target #2 Recommendation

There are many reasons that moving our current Options Noblesville operations further south and east would benefit Options Schools. The current geographic overlap between Options Westfield and Noblesville will be reduced, the disparity between the quality of each facility will reduce or eliminate students choosing to cross geographic lines to attend Westfield, the new Options Noblesville facility will increase the number of students that we can enroll, and the breadth of programming will be more diverse because of the facility's capacity. These recruitment, capacity, and finance considerations outweigh the threats and weaknesses. The risks are minor but include more stress on central office staff, more complex transportation issues, and the potential to lose some of our current students. Although there is risk in making this decision, we have seen the great reward to families, students, and staff in building a facility that caters to their specific needs.

Target 3: **Options adult high school number**

Target 3 Smart Goal: Options will pursue an adult high school number by June 30th, 2023.

Target 3 Overview:

There is a legal scenario where Options may be eligible to regain its' state monetary support to educate students over the age of 23. Currently, there are two scenarios where this may be possible. The first option is legislation moving through the state Senate chamber. Senator Rogers has authored legislation (SB443 Section 6) that specifically names Options Schools, Inc. as a recipient of state funding for students 23 and



over (\$6,750). This language would require Options to do nothing but continue educating students 23 and over as we always have.

The second option is legislation authored in the House by Representative Behning (HB1634) that would allow any public school to petition the State Board of Education (SBOE) for permission to educate students 23 and over and would allow those schools to receive monetary compensation. There is a likelihood in the second option that any school approved to do this work builds a legal barrier between this “adult high school” and other entities.

Currently, Senator Rogers’s language has moved out of the Senate Education committee and it appears that it will move to the House chamber later this month. Currently, Representative Behning’s bill is struggling in committee. The difficulty for Options is if Senator Rogers’ language is substantively altered when it moves into the House chamber or if Representative Behning’s version ultimately becomes the law, it may require Options to build this legal barrier before we can access the funding.

To hedge a bet and better ensure state funding for adult high school students, the OCS leadership has pursued establishing a school number with the Department of Education. The challenge for us is that our authorizer, BSU OCS, is not allowed under current I.C. to authorize stand alone adult programming. This means Options cannot add a school number under our current BSU charter. The only other option is that we approach the Indiana Charter Schools Board (ICSB) for relief. The ICSB is the only agency in Indiana legally allowed to authorize adult high schools (23 and over). Typically, obtaining a charter is a months-long process that requires a great deal of time and effort. It is unlikely that we can accomplish this in the time remaining between now and the fall of 2023.

For these reasons, we have halted any pursuit of a new charter or school number until we see the outcome of the legislative session. At this time, the most likely outcome is that Senator Rogers’ bill will pass and Options will regain access to funding for students 23 and over. If this does not occur, the most likely scenario is that we pursue permission from the SBOE to educate students 23 and over and pursue an adult high school charter through ICSB. This scenario would result in a fall 2024 start date.

Target 4: **Expand Options ABA Programming**

Target 4 Smart Goal: Options will seek partnerships with a maximum of two additional ABA partners in the next 18 months.

Target 4 Overview: The OCS leadership will seek partnerships with at least two additional Applied Behavior Analysis (ABA) centers in the next 18 months. Currently, Options has two partnerships with ABA clinics in Fishers (BACA) and Kokomo (IBAA), and we are in the process of building a third in Muncie (Engaging Minds). Options has seen success in these partnerships and have valuable experience regarding the process of replication. The following SWOT and implementation plan provides a summary from source documents developed by the OCS leadership team.

Strengths: *What do we do well and what are our resources?*



OCS will:

1. Create lower student to staff ratios. In our traditional alternative model this number is 15:1 but in our ABA programs this number is a maximum of 4:1;
2. Identify students on the Autism spectrum which allows parents and school officials to make better program choices for students;
3. Use the Options-ABA partner approach to diagnose and analyze proper programming for students enrolled with Autism a better chance of success; and
4. Meet the proximity needed to our facility partner and have the preferred ability to push into the clinical physical space.

Weaknesses: *What do we not do well and where are we vulnerable?*

OCS will:

1. Develop processes and leaders identified in order to protect the integrity of the program if someone leaves;
2. Provide time and effort to seek partnerships;
3. Research enrollment processes to alleviate difficult questions to individual cases;
4. Develop shared and communicated processes for the program, our ABA partner, and outside stakeholders;
5. Need ABA teachers and clinicians;
6. Need to plan for potential capacity issues for School Psych, OT, PT with HBM; and
7. Create a plan to combat capacity issues caused by the Distance from Hamilton County as well speech language pathologists being hard to find which may lead to hiring in-house.

Opportunities: *What are emerging trends or opportunities to grow?*

OCS will:

1. Offer families who have students with autism a proper clinical & school setting. (Oftentimes, these students have "fallen through the cracks" of a system not adequately equipped. By partnering with ABA clinics, Options can offer some of these families another option for their child);
2. Address the growing number of students identified with Autism across the United States, and specifically within Indiana;
3. Encounter little resistance from traditional school districts who do not seem to be upset by our growth in this area. Schools are very small and targeting hard to serve students; and
4. Evolve with the growth of ASD supports based on the current model while converting it to a larger population.

Threats: *What obstacles do we face that we need to counteract?*

OCS will:

1. Develop a pathway to amend our current charter when developing new school or program sites within our approved charter with Ball State University Office of Charter Schools;

2. Combat the difficult mission where clinical and academic success are less assured than a traditional classroom student and potentially can place the reputation of Options and the ABA partner at-risk;
3. Dynamic Minds does similar work but only with Hope Source currently. We are currently unaware of other school districts doing this work; and
4. Increase Central Office employees in response to the size of the program with possible expansion of the Special Education department and/or ASD leadership.

Target #4 Implementation Plan

Action Item #1 (08/01/22-02/21/23)	The Options Executive team will develop a strategic plan for the Option Board of Directors perusal and approval of a target that includes a SWOT and implementation plan to identify at least two additional ABA sites for development in the next 18 months.
Action Item #2 (04/01/23-12/31/23)	The Options Executive Team will develop source documents to support target #4 which includes identifying at least two additional ABA sites for development in the next 18 months.
Action Item #3 (02/21/23)	The Options Executive Team will present the Options Board of Directors Target #4 of the strategic plan for discussion and approval.
Action Item #4 (02/21/23-04/30/23)	Anita Silverman will arrange a meeting with SYF leadership to see if they have any sites at Hamilton Town Center or other Simon Property Group locations.
Action Item #5 (01/01/23-04/30/23)	Mike Gustin and Jake Brandau will monitor legislation in the 2023 General Assembly that might impact the development or funding of ABA statewide.
Action Item #6 (02/21/23-12/31/23)	The OCS board, executive team, Jack Colwell, and Darryl Gustin will search for property within the defined geographic area- SE Hamilton County.
Action Item #7 (05/01/23-07/30/23)	Mike Gustin, assisted by other members of the OCS board or leadership team, will have conversations with and distribute school material to local elected officials, school leaders, and business leaders regarding the development of a new Options school site in Hamilton County.
Action Item #8 (02/21/23-05/31/23)	Mike Gustin will have conversations with Drs. Bob Marra, Executive Director of Ball State University Office of Charter Schools and Jamie Garwood, Director of Ball State University Office of Charter Schools regarding the development of a new Options school site in Hamilton County.

Target #4 Recommendation

The growth of Applied Behavior Analysis (ABA) centers is Options mission aligned and greatly benefits families. We offer a growing number of families who have children on the Autism spectrum excellent



identification and placement services, in-house clinical and school support services, and lower student to teacher ratios (4:1). Options benefits because, as we grow the number of ABA school sites, we are better able to take advantage of some economies of scale. In contrast to these family and school benefits, there are also risks associated with this growth including: the development of the ABA program where “process” supports the academics and growth instead of people, our BSU OCS authorizer replication process is still unclear, and this specific program offers less assurances regarding positive outcomes as defined by the state. Regardless, it is the belief of the Options leadership that Target 4 is an obtainable and ethical goal within our mission.

Target 5: **Develop a partnership with Engaging Minds in Muncie, IN**

Target 5 Smart Goal: Develop a partnership with Engaging Minds in Muncie, IN for a third ABA school/clinic site by the fall of 2023.

Target 5 Overview: The OCS leadership will develop a partnership with Engaging Minds in Muncie, Indiana as a third Applied Behavior Analysis (ABA) center and Options school starting in the fall of 2023. The intention of this site is to start with 6-15 students and two teachers. Initially, Options would push into the Engaging Minds site with the idea that in about two-years Options would develop space in or around the Engaging Minds location. The following SWOT and implementation plan provides a summary from source documents developed by the OCS leadership team.

Strengths: *What do we do well and what are our resources?*

OCS will:

1. Receive potential revenue for students in grades 6-12;
2. Provide facilities where students receive clinical and educational services without leaving the building;
3. Show how our ABA sites in Fishers and Kokomo that combine ABA clinical and educational services for students in the same physical space greatly benefits this student population;
4. Keep capacity and ratios similar to the current model - 40-50 max;
5. Anticipate an economy of scale developing among three sites.

Weaknesses: *What do we not do well and where are we vulnerable?*

OCS will:

1. Have to provide 4:1 staffing;
2. Prepare for potential Ball State political concern with charters so close;
3. Face the challenge of improving efficiencies with administrative oversight may be less unless another administrator is hired;
4. Need specialty ABA items;
5. Possibly face cost to fit building to meet our safety needs;



6. Need leadership to work with Engaging Minds leadership regarding available space on-site or any off-site options to determine long-term size capacity.

Opportunities: *What are emerging trends or opportunities to grow?*

OCS will:

1. Increase Options enrollment in a county that OI usually serves;
2. Increase total ABA program enrollment growth;
3. Provide Delaware County a clinical and education option they have not had in the past by traditional schools;
4. Grow with Engaging Minds Families, Muncie School District, Ball State University Office of Charter Schools, current ABA Staff within Delaware County and elsewhere in central Indiana;
5. Have no known competitors in this area that combines ABA and school services in the same space for students with moderate and severe autism
6. Is in a great position to grow this market.

Threats: *What obstacles do we face that we need to counteract?*

OCS will:

1. Be developing a pathway to amend our current charter when developing new school or program sites within our approved charter with Ball State University Office of Charter Schools;
2. Enter into a county without relationships with local superintendents and representatives
3. Experience travel issues for some families and students;
4. Be limited to SPED services in the new county. (Delaware county SPED coop may need to be explored.);
5. Possibly need to expand central office staff, program level leadership, or special education leadership/staff to accommodate the needs of the students at Engaging Minds.

Target #5 Implementation Plan

Action Item #1 (08/01/22-02/21/23)	The Options Executive team will develop a strategic plan for the Options Board of Directors to consider and approve a target. The target will include a SWOT and implementation plan to develop and build a new school site, in partnership with Engaging Minds, in Muncie, Indiana by the fall of 2023.
Action Item #2 (04/01/23-12/31/23)	The Options Executive Team will develop source documents to support target #4 which includes all critical information to establish a partnership with Engaging Minds and develop a first-year site operational plan.
Action Item #3 (02/21/23-04/30/23)	Jake Brandau will develop a budget for the Engaging Minds partnership demonstrating at least a break-even financial scenario in year one.
Action Item #4 (02/21/23-03/31/23)	Anita Silverman will lead the OCS administration in preparing and submitting an amendment and board resolution to the BSU Office of Charter Schools.



Action Item #5 OCS leadership will develop and sign an Engaging Minds MOU to formalize the partnership.
(02/21/23-04/15/23)

Action Item #6 OCS leadership, led by Lisa Chandler, will develop an operational plan including, but not limited to: hiring a site leader/staff, completing site development, providing all staff with an appropriate orientation, and targeting student enrollment for the fall of 2023.
(02/21/23-07/30/23)

Target #5 Recommendation

Options board and leadership have made commitments over the past eight years to serve students with moderate and severe autism. Originally, we worked with an ABA clinic on the northside of Indianapolis known as Hopesource. Several years ago, the Hopesource leadership made a decision to start their own charter school working with their students. The next year, the owners of the Behavioral Analysis Center for Autism (BACA) asked that we partner with them doing this same work. Two-years later, the Indiana Behavioral Analysis for Autism center asked that we partner with them. Last year, the leadership of Engaging Minds asked us to consider partnering with them in Muncie, Indiana to do the same work. In our experience working in this market, there are strengths in increased revenue when placing clinical and educational care together; therefore, offering students greater opportunities for success. Also, in Delaware County there are currently no competitors in this market, and this will increase our opportunity to grow. With any change, there are risks that should be considered. The risks include: developing another program where the student to teacher ratio is 4:1 (financial risk), BSU OCS is still struggling to communicate to Options the amendment process, there will be cost to build-out a larger facility in about two to three years, Options does not have the relationships developed in Delaware County like we do in Hamilton County, and the special education support is not developed nearly as well. Regardless, I believe the experience the Options leadership has in developing these programs and in developing relationships will lead to a positive outcome.

GRANT AGREEMENT

Contract #000000000000000000072229

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and OPTIONS SCHOOLS, INC. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$900,000** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with U.S. Code 7221A and Indiana Code § 20-19-3-2.1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Charter School Programs

CFDA # 84.282A

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **September 2, 2022** and shall remain in effect through **September 30, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$900,000**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. (Does not apply as Grantee is a charter school.)

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Brittney Springstun, Charter School Specialist
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Anita Silverman, Chief Operating Officer
Options Schools, Inc.
18077 River Road, Suite 106
Noblesville, IN 46062

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit A** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions:

"Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

- 6. Payment of Claims.** (Modified)
- 8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**
(Item C., deleted)
- 9. Compliance with Laws.** (Item H. added.)
- 23. Travel.** (Modified)

Non-Collusion, Acceptance

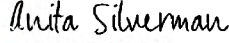
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

OPTIONAL SCHOOLS, INC.

By: 
F35EC6C78A17492...

Title: chief operating officer

Date: 4/4/2023 | 16:08 EDT

Indiana Department of Education

By: 
6F48CC506874466...

Title: chief financial officer

Date: 4/4/2023 | 17:48 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit A

Assurances

Each participating subgrant recipient does hereby agree to comply with the following assurances (please check each box by clicking inside the box).

- ☒ 1. Subgrant funds will be expended during the specified grant period; standard accounting procedures will be utilized by subgrant recipients and records of all subgrant expenditures will be maintained in an accurate, thorough, and complete manner.
- ☒ 2. Subgrant recipients confirm their understanding that funds for implementation activities will be awarded only if they are an open and operating school or have submitted an application to a charter school authorizer and plan to open within 13 months.
- ☒ 3. Subgrant recipients will participate in all data reporting and evaluation activities as requested or required by the U.S. Department of Education, the Indiana Department of Education (IDOE), and Indiana Code, including on-site and desktop monitoring conducted by the Indiana Department of Education, annual, independent audits required by the state board of accounts that are publicly reported and include financial statements prepared with generally accepted accounting principles, annual reports, and a final expenditure report for the use of subgrant funds. This section includes participation in any federal or state funded charter school research or evaluations. Failure to submit required information may result in a withholding of grant funds or a non-renewal of subsequent year funding within the project period.
- ☒ 4. Subgrant recipients will expend implementation funds only for the purpose of implementation activities in a charter school which is nonsectarian in its programs, admissions, policies, employment practices, and all other operations, and which will be in compliance with all Indiana laws and administrative rules regarding staff certification and licensure.
- ☒ 5. Subgrant recipients will comply with all federal laws including, but not limited to, the Age Discrimination 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 Uniform Grants Guidance (2 CFR § 200). This section requires each charter school to recruit, enroll, retain, and meet the needs of all enrolled students, including children with disabilities and English learners.
- ☒ 6. Subgrant recipients will comply with all state and local laws and health and safety requirements applicable to Charter Schools, including but not limited to all laws related to student admissions and enrollment, non-discrimination, data reporting, compulsory student attendance, and accountability.
- ☒ 7. Subgrant recipients will comply with all provisions of the Public Charter Schools Program of the U.S. Department of Education, including compliance with activities allowable for implementation funds. This section requires compliance with the [ESEA, specifically section 4303, which begins on page 246](#), in the hyperlinked document.

☒ 8. Subgrant recipients ensure that the Charter School will receive funds through programs administered by the U.S. Department of Education under which funds are allocated on a formulary basis.

☒ 9. Subgrant recipients shall include important information on the website of the school to help parents and the community to make informed decisions about the education options available to their children, including information on the educational program, student support services, parent contract requirements (including any financial obligations or fees and information regarding textbook assistance), and enrollment criteria. This section requires the school to provide annual performance and enrollment data for the student body and subgroups of students to the IDOE in order to display on its public database.

☒ 10. It is the responsibility of each charter school that receives funds under this grant to comply with all required federal assurances. Any charter school that is deemed to be in noncompliance with federal or state statute and fails to address areas of noncompliance will not be funded. Funded schools will be expected to cooperate with the Indiana Department of Education in the development of certain reports to meet state and federal guidelines and requirements. Funded projects will be required to maintain appropriate fiscal and program records. Funded schools will be required to participate in desktop and on-site monitoring activities. If any findings of misuse of funds are discovered, project funds must be returned to the Indiana Department of Education. **The IDOE may terminate a grant award upon thirty days' notice if it is deemed by the Indiana Department of Education that the school is not fulfilling the funded program as specified in the approved project or has not complied with the signed assurances.**

☒ 11. The applicant agrees that in order to receive funds from the FY 2020 CSP funds, they must have an approved charter granted to them by an authorizing body by the time of the anticipated beginning of the planning year or implementation year provided in the grant.

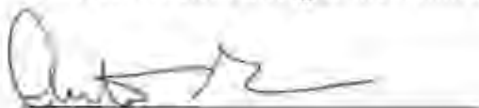
☒ 12. I hereby certify the plans for safe school and emergency preparedness for the school corporation have been reviewed and revised if necessary, as required by Title 511 IAC 6.1-2-2.5 of the State Board of Education rules. I certify that the school leader has submitted evidence to the state via <https://www.in.gov/doe/students/school-safety-and-wellness/school-building-physical-safety-and-security/> to indicate that such a plan is in place. Plan has been included as an appendix in the application. Evidence of submission of the plan is the confirmation of receipt e-mail sent to the applicant by the Office of School Building Physical Safety and Security. (Schools not opening this academic year, but the next academic year, are exempt from attaching this in their application.)

For more information about developing a safety plan, please contact the Office of School Building Physical Safety and Security, Steve Balko, Director, sbalko@doe.in.gov and Ryan Stewart, School Safety Academy Specialist, rstewart@doe.in.gov.

☒ 13. Subgrant recipients understand that including a pre-school as a part of their CSP funded grant and school program model generates the obligation to pursue and/or maintain high-quality status for their early childhood program and be able to demonstrate how the program meets high quality standards and

what activities are currently being conducted to pursue/maintain high quality status in alignment with the state and federal definition of high quality in this grant's guidelines.

I have read the above and agree to all terms and assurances.



Signature of Project Contact

10/26/22

Date Signed



Signature of Board President

10/26/22

Date Signed

Indiana Department of Education			
Budget Summary			
Federal Program Title/Project Name	Charter Schools		
Federal Agency	U.S. Department of Education		
CFDA Number	84.282A		
Award Name	Quality Counts		
Grantee Name	Options Indiana		
Grantee UEI#	L417T1J9FFN1		
Budget Categories			Total
Salary Cert			\$ 146,325
Salary Non Cert			\$ 215,800
Benefits Cert			\$ 25,707
Benefits Non Cert			\$ 41,002
Professional Services			\$ 63,600
Rentals			\$ -
Other Purchases			\$ 34,315
General Supplies			\$ 373,251
Property			\$ -
Other			\$ -
Total			\$ 900,000
Reimbursement will only be made for charges specifically permitted under the scope of funding and in accordance with federal and Indiana State Law under the approved grant agreement.			



Anita Silverman <asilverman@optionsined.org>

CFGI Cohort 3 Announcement

1 message

Springstun, Brittney <BSpringstun@doe.in.gov>
To: "ASilverman@optionsined.org" <ASilverman@optionsined.org>

Fri, Feb 17, 2023 at 3:29 PM

M E M O R A N D U M

TO: **Applicant:** Options Charter Schools
 School Leader: Anita Silverman

FROM: Lacey Bohlen, Assistant Director of Charter Schools and Special Programs
 Brittney Springstun, Charter School Specialist

Date: Friday, February 17, 2023

SUBJECT: *Keys to Quality:* Charter School Facilities Incentive Grant Final Approval

This memorandum serves as the official sub-grant award notification for funds awarded by the United States Department of Education under the *Keys to Quality:* Charter School Facilities Incentive Grant for Cohort Three [CFDA# 84.282D] in the total amount shown below. Please be advised that you are responsible for conducting the approved project in accordance with your approved application and any subsequently approved modifications.

IDOE will send notification of final approved budgets after an internal review; any activities carried out before final budget approval are done so at the grantee's risk. Final allocations are still being determined, IDOE will reach out once the Per-Pupil Allocation is finalized.

Sub-grantee Name	Options Charter Schools
Sub-grantee Corporation Number	9325
Approved Grant Amount	\$202,000.00
Grant Effective Date	January 1, 2023
Grant Encumbrance Deadline*	January 31, 2024

Reimbursement Request Deadline*	March 30, 2024
Project Period	January 1, 2023- January 31, 2024

Please note that expenses can be reimbursed back to the grant effective date, regardless of the final approval date of your budget.

Final approval of this project does not waive the right of the Superintendent of Public Instruction to withhold or recapture funds by reason of failure by the sub-grantee to observe any federal or state requirements. The requirements under Part B of the Individuals with Disabilities Education Act (IDEA), the Education Department General Administrative Regulations, the Family Educational Rights and Privacy Act, and 511 IAC Article 7 are applicable to the operation of this federal project. Note that this project is not intended to fund research and development.

Any line item exceeding its approved amount by 10% or any line item that changes in scope must be approved through a budget amendment submitted to IDOE. A budget amendment form will be provided upon final budget approval. Reimbursement for expenditures pursuant to this award may not be honored if program or budget amendments are made without prior approval by IDOE. Reimbursement forms have been included with this letter. Reimbursement forms are processed on the 1st and the 15th of each month and are paid approximately two weeks later.

Please remember that each grantee is responsible for monitoring its cash balances and for revising and/or submitting reimbursement forms as necessary. **Note that as a condition of the receipt of these funds, the grantee must provide access to financial statements and records upon request by IDOE and its auditors.**

The school may submit reimbursements retroactively after the contract is signed through the grant effective date of **January 1, 2023**.

Questions related to the *Keys to Quality*: Charter School Facilities Incentive Grant should be directed to the IDOE Charter School Grant Specialists. We look forward to working with you as part of Cohort 3 for *Keys to Quality*.

Lacey Bohlen

Assistant Director of Charter Schools and Special Programs

(317) 233-5435

lbohlen@doe.in.gov

Brittney Springstun

Charter School Specialist

(317) 234-0210

bspringstun@doe.in.gov

Federal Program Title:	Charter School Facilities Incentive Program
Federal Agency:	U.S. Department of Education
Pass Through Agency:	Indiana Department of Education
CFDA Number:	84.282D
Award Name:	Keys to Quality FY 2022
Award Number:	<i>S282D190002</i>

Options Charter Schools
Budgeted Statement of Receipts and Expenditures
For the Eight Months Ended
February 28, 2023

	Actual - Modified Accrual	Accrual to Cash Conversion	Actual - Cash	2022-2023 Budget	% Received/ Spent to Date
<u>Revenues:</u>					
State Appropriations	\$5,287,535.04		\$5,287,535.04	\$8,470,052.28	62.43%
Federal Grants	64,342.85		64,342.85	149,700.00	42.98%
State Grants	1,472,795.90		1,472,795.90	1,315,087.91	111.99%
Local Grants	286,296.85		286,296.85	326,183.48	87.77%
Private Gifts and Grants	13,001.00		13,001.00	-	0.00%
E-Rate Revenue	17,928.00	(\$17,928.00)	-	-	0.00%
In-Kind Revenue	5,735.00	(5,735.00)	-	-	0.00%
School Lunch Receipts	2,212.75		2,212.75	2,000.00	110.64%
Total Revenues, Gains & Other Support	\$7,149,847.39	(\$23,663.00)	\$7,126,184.39	\$10,263,023.67	69.44%
<u>Expenditures:</u>					
Advertising Expense	102,942.20	\$9,756.71	\$112,698.91	\$99,800.00	112.92%
Accounting Fees	10,497.50	2,000.00	12,497.50	15,000.00	83.32%
Legal Fees	14,498.75		14,498.75	16,000.00	90.62%
Other Professional Services	71,932.78		71,932.78	139,800.00	51.45%
Depreciation Expense	29,803.03	(29,803.03)	-	-	0.00%
Professional Fundraising Fees	72,276.25		72,276.25	-	0.00%
Pupil Services	215,542.67	(1,542.83)	213,999.84	275,381.34	77.71%
Supplies Expense	106,922.80	1,364.38	108,287.18	74,550.00	145.25%
Employee Benefit Programs Exp	772,923.94	(876.30)	772,047.64	1,345,121.65	57.40%
Retirement Benefits	393,540.42	(0.49)	393,539.93	517,525.13	76.04%
Postage and Shipping Expense	8,413.97	328.33	8,742.30	8,050.00	108.60%
Occupancy Expense	303,203.87	(15,177.08)	288,026.79	453,572.00	63.50%
Utilities	74,242.50	57.09	74,299.59	105,195.00	70.63%
Utilities - E-Rate	15,288.00	(15,288.00)	-	-	0.00%
Safety Services	9,296.11		9,296.11	57,500.00	16.17%
Maintenance Expense	104,388.10	7,435.46	111,823.56	148,700.00	75.20%
Printing Expense	38,552.64		38,552.64	78,345.88	49.21%
Memberships and Dues	9,535.40	(561.34)	8,974.06	6,000.00	149.57%
Travel Expense	33,367.52	260.70	33,628.22	40,000.00	84.07%
Student Transportation	2,681.04		2,681.04	-	0.00%
Training	50,941.63		50,941.63	52,200.00	97.59%
Technology Expenses	195,071.46	17,387.38	212,458.84	271,660.00	78.21%
Technology Expenses - E-Rate	2,640.00	(2,640.00)	-	-	0.00%
Administrative Expense	114,527.20		114,527.20	193,127.68	59.30%
Meetings Expense	1,377.01		1,377.01	-	0.00%
Payroll Tax Expense	242,702.18	18,327.44	261,029.62	412,426.37	63.29%
Staff Salaries Expense	2,196,574.27	242,267.31	2,438,841.58	3,582,595.22	68.07%
Admin Salaries-Central Office	683,470.10		683,470.10	1,175,071.03	58.16%
Admin Salaries-School Admin	480,249.60		480,249.60	687,207.05	69.88%
Insurance Expense	34,335.41	(4,494.16)	29,841.25	83,885.20	35.57%
School Lunch Expenses	20,528.78		20,528.78	34,000.00	60.38%
Bank Fees	3,012.99		3,012.99	6,000.00	50.22%
In-Kind Expenses	5,735.00	(5,735.00)	-	-	0.00%
Other Expense	4,504.74		4,504.74	-	0.00%
Total Expenditures	\$6,425,519.86	\$223,066.57	\$6,648,586.43	\$9,878,713.56	67.30%
Excess Revenues Over Expenditures	\$724,327.53	(\$246,729.57)	\$477,597.96	\$384,310.12	
<u>Cash Flow (Receipts) and Disbursements:</u>					
<u>Disbursements:</u>					
Instructional Equipment	\$0.00	\$79,891.29	\$79,891.29	\$0.00	0.00%
Other Depreciable Property	-	22,126.06	22,126.06	-	0.00%
Leasehold Improvements	-	84,158.79	84,158.79	-	0.00%
Repayment of CSF Loans - Principal	-	150,533.60	150,533.60	225,800.40	66.67%
Repayment of CSF Loans - Interest	5,833.20	752.64	6,585.84	9,596.52	68.63%
Donation due to OIEF	0.00	2,450.00	2,450.00	-	0.00%
Due from RSI Properties Inc.	0.00	23,091.50	23,091.50	-	0.00%
Loss on disposal of assets	5,261.02	(5,261.02)	-	-	0.00%
Excess Cash Over Disbursements	\$713,233.31	(\$604,472.43)	\$108,760.88	\$148,913.20	

OPTIONS - COMBINED 2023-24	1144/1268	1005/1105			Enrollment
	FY2024 Budget	FY2023 Board Approved Budget	Difference	Difference	Notes
I. REVENUE:			\$	%	
Carryover balance (Unrestricted)	\$ 1,000,000	\$ 465,000			
TOTAL REVENUE	\$ 13,126,861	\$ 10,417,277	\$ 2,709,584	26.0%	BM per pupil funding increase of 10%, Special Education funding increase of 10%, CSP grant(\$500,000), CFGI grant(\$126,000), Innovation Grant(\$200,000)
II. EXPENDITURES:					
Total Central Office Administrative Salaries	\$ 1,486,407	\$ 1,175,571.01	\$ 310,835	26.4%	3% salary increases plus the addition of an Enrollment specialist and technology specialist
Total School Administrative Salaries	\$ 855,900	\$ 751,224	\$ 104,677	13.9%	3% salary increases plus 3 new school administrator positions
Total Staff Salaries Expense	\$ 4,258,729	\$ 3,651,806	\$ 606,923	16.6%	3% pay raise plus an increase of 14 staff members from last year mainly due to OI growth, Kokomo growth, as well as 2 new programs in Muncie and Edinburg
Total Employee Benefit Expenses	\$ 1,708,797	\$ 1,371,328	\$ 337,469	24.6%	10% rate increase plus Increase of 19 employees
Total Payroll Tax Expense	\$ 497,914	\$ 420,094	\$ 77,820	18.5%	Increase of 19 employees
Total Retirement Benefit Certified	\$ 710,922	\$ 528,084	\$ 182,838	34.6%	Increase of 19 employees
Total Occupancy Expense	\$ 597,972	\$ 401,972	\$ 196,000	48.8%	New building lease in Kokomo
Total Utilities Expense	\$ 107,800	\$ 93,695	\$ 14,105	15.1%	Energy costs continue to increase 10-15% per year
Total Insurance Expense	\$ 84,773	\$ 83,885	\$ 888	1.1%	
Total Accounting Fees	\$ 15,000	\$ 15,000	\$ -	0.0%	
Total Printing Expense	\$ 61,420	\$ 49,995	\$ 11,425	22.9%	Adding small printer in Muncie and printer in Edinburg
Total Safety Services	\$ 69,000	\$ 57,500	\$ 11,500	20.0%	Updating our camera system at Noblesville and added surveillance at Edinburg
Total Pupil Services	\$ 372,349	\$ 308,381	\$ 63,968	20.7%	Increased spending on Mental health support as well as increased tuition for Dual Credit students at Ivy Tech and J. Everett Light Vocational
Total Legal Fees	\$ 20,000	\$ 16,000	\$ 4,000	25.0%	Increase in legal fees due to increased IDOE and SBOE regulations and interpretations as well as Special education and legislative challenges.
Total Maintenance Expenses	\$ 180,800	\$ 148,700	\$ 32,100	21.6%	Our facility square footage will be increasing by 30% this year with new programs
Total Training Expense	\$ 62,000	\$ 51,000	\$ 11,000	21.6%	Increased Training budget to focus on Mental Health and trauma informed education
Total Technology Expenses	\$ 350,180	\$ 271,660	\$ 78,520	28.9%	Increase to stay ahead of student enrollment and to create a small computer reserve
Total Other Expenses	\$ 58,000	\$ 58,000	\$ 0	0.0%	
Total Marketing/Communications Expenses	\$ 117,200	\$ 100,400	\$ 16,800	16.7%	Increasing Marketing budget to create more brand awareness statewide
Total Supplies Expense	\$ 113,750	\$ 78,200	\$ 35,550	45.5%	Supply costs have increased with inflation
Total Postage and Shipping Expense	\$ 14,300	\$ 8,050	\$ 6,250	77.6%	Shipping costs have increased due spread of OI students
Total Interest Expense	\$ 238,327	\$ 238,327	\$ -	0.0%	Common school loan follows approved repayment plan
Total Travel Expense	\$ 56,000	\$ 40,000	\$ 16,000	40.0%	Mileage rates have gone up as well as increased staff in the Options Indiana program
Total Administrative Expense	\$ 154,680	\$ 193,128	\$ (38,448)	-19.9%	Negotiated down to 2% Fee on all basic grant funding
Total Vehicles	\$ 200,000	\$ 0	\$ 200,000		2 Bus Purchases using the CSP Innovation Grant
Total Professional Fees	\$ 99,000	\$ 80,000	\$ 19,000	23.75%	Increased per pupil rate negotiated with the HBM Co-op
TOTAL REVENUE	\$13,126,861	\$10,417,277	\$ 2,709,584	26.01%	
TOTAL EXPENDITURES	\$12,491,220	\$10,192,000	\$ 2,299,220	22.56%	
gain / loss	\$635,641	\$ 225,277	\$ 410,364		
Running Cash Balance	\$1,635,641				

NOTES

CSP Grant will have approximately \$500,000 left for the rainy day fund from FY23
 CFGI will have approximately \$125,000 left for the rainy day fund from FY23
 Innovation Grant of \$200,000 will pay for 2 busses.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2022



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**OPTIONS CHARTER SCHOOLS AND AFFILIATES
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YEAR ENDED JUNE 30, 2022**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Options Charter Schools and Affiliates
Noblesville, Indiana

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Options Charter Schools and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities and change in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Options Charter Schools and Affiliates as of June 30, 2022, and the changes in its net assets, functional expenses, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Options Charter Schools and Affiliates and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Options Charter Schools and Affiliates ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Options Charter Schools and Affiliates' internal controls. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Options Charter Schools and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Indianapolis, Indiana
March 29, 2023

**OPTIONS CHARTER SCHOOLS AND AFFILIATES
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022**

ASSETS

CURRENT ASSETS

Cash	\$ 522,354
Cash - Restricted	53,413
Grants Receivable	84,522
Prepaid Expenses	110,456
Interest Rate Swap	372,635
Total Current Assets	<u>1,143,380</u>

PROPERTY AND EQUIPMENT

Land	1,313,089
Building and Improvements	3,368,367
Leasehold Improvements	37,274
Automobiles	41,527
Furniture and Equipment	2,829,013
Less: Accumulated Depreciation	(715,757)
Property and Equipment, Net	<u>6,873,513</u>
Total Assets	<u><u>\$ 8,016,893</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Current Portion of Note Payable	\$ 363,529
Deferred Revenue	25,000
Security Deposit	3,200
Accounts Payable and Accrued Expenses	434,115
Total Current Liabilities	<u>825,844</u>

LONG-TERM LIABILITIES

Note Payable, Net of Current Portion	<u>4,210,383</u>
Total Liabilities	5,036,227

NET ASSETS, WITHOUT DONOR RESTRICTIONS

	<u>2,980,666</u>
Total Liabilities and Net Assets	<u><u>\$ 8,016,893</u></u>

See accompanying Notes to Consolidated Financial Statements.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
YEAR ENDED JUNE 30, 2022

REVENUE AND SUPPORT

State Education Support	\$ 7,039,260
Contributions and Donations	30,053
Grant Revenue	1,551,590
In-Kind Revenue	10,285
Student Fees	26,377
Gain on Interest Rate Swap	372,635
Total Revenue and Support	<u>9,030,200</u>

EXPENSES

Program Services	6,618,716
Management and General	2,044,215
Total Expenses	<u>8,662,931</u>

CHANGE IN NET ASSETS

367,269

Net Assets - Beginning of Year

2,613,397

NET ASSETS - END OF YEAR

\$ 2,980,666

See accompanying Notes to Consolidated Financial Statements.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Total
Salaries and Wages	\$ 3,742,085	\$ 993,235	\$ 4,735,320
Employee Benefits	1,447,461	379,793	1,827,254
Occupancy	394,612	62,786	457,398
Scholarships	5,000	-	5,000
Equipment	242,245	16,578	258,823
Professional Services	327,889	176,016	503,905
Depreciation	189,917	1,871	191,788
Classroom and Office Supplies	135,708	30,933	166,641
Authorizer Oversight Fees	-	155,674	155,674
Food Service	36,742	-	36,742
Insurance	-	70,046	70,046
Transportation	35,212	9,561	44,773
Interest	-	125,691	125,691
Foundation Expenses	9,775	-	9,775
Other	52,070	22,031	74,101
	<u>52,070</u>	<u>22,031</u>	<u>74,101</u>
Total Expenses by Function	<u>\$ 6,618,716</u>	<u>\$ 2,044,215</u>	<u>\$ 8,662,931</u>

See accompanying Notes to Consolidated Financial Statements.

**OPTIONS CHARTER SCHOOLS AND AFFILIATES
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 367,269
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities:	
Depreciation	191,788
Gain on Interest Rate Swap	(372,635)
Changes in Operating Assets and Liabilities:	
Grants Receivable	(84,522)
Prepaid Expenses	27,573
Accounts Payable and Accrued Expenses	(30,358)
Deferred Revenue	25,000
Security Deposit	3,200
Net Cash Provided by Operating Activities	<u>127,315</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Property and Equipment	(1,277,014)
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CASH FLOWS FROM FINANCING ACTIVITIES

Principal Paid on Note Payable	<u>(347,990)</u>
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NET CHANGE IN CASH

(1,497,689)

Cash and Restricted Cash - Beginning of Year

2,073,456

CASH AND RESTRICTED CASH - END OF YEAR

\$ 575,767

RECONCILIATION OF CASH AND RESTRICTED CASH

Cash	\$ 522,354
Cash - Restricted	53,413
Total Cash and Restricted Cash	<u><u>\$ 575,767</u></u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash Paid for Interest	<u><u>\$ 126,821</u></u>
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See accompanying Notes to Consolidated Financial Statements.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Options Charter Schools (the School) is a public benefit nonprofit organization incorporated under the laws of the state of Indiana. The School operates three public charter schools established under Indiana Code 20-24 and is sponsored by Ball State University. The School serves approximately 830 students in grades nine to twelve by providing an alternative to traditional high school programs.

Principles of Consolidation

The consolidated financial statements include the accounts of the School and its affiliate Options in Education Foundation, Inc. (Foundation) and its single member LLC's OCS Westfield, LLC and OCS Noblesville, LLC (LLC's). The School and the Foundation are consolidated due to being under common control through common board members and having a financial interest among the School and the LLC's. The LLC's were formed to hold and maintain the properties in which the School operates. All significant intercompany accounts and transactions have been eliminated in consolidation.

Accounting Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Revenue Recognition

Revenues primarily come from resources provided under the Indiana Charter Schools Act. Under the Act, the School receives an amount per student in relation to the funding received by other public schools in the same geographic area. Funding from the state of Indiana is based on enrollment and paid in monthly installments in July through June coinciding with the academic school year. Revenue is recognized in the year in which the educational services are rendered.

A portion of the School's revenue is the product of cost reimbursement grants. Accordingly, the School recognizes revenue under these grants in the amount of costs and expenses at the time they are incurred. Amounts received prior to incurring qualifying expenditures are reported as Deferred Revenues in the consolidated statement of financial position. As of June 30, 2022, the School does not have any conditional grants that have not been recognized as Revenue in the consolidated statement of activities and change in net assets because conditions have not been met.

Revenue from student fees is recognized when the control of the promised good or service is transferred to the student, in an amount that reflects the consideration expected to be entitled in exchange for those goods or services.

Grant Revenue

Grant revenues relate primarily to activities funded under federal programs and legislation enacted by the state of Indiana.

**OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions and Donations, Grant Revenue, and Student Fees

The School receives income from contributions and donations, grant revenue, and student fees that support certain school activities. Grant revenues relate primarily to activities funded under federal programs and legislation enacted by the state of Indiana. These receipts are reported as restricted support in that they are received with stipulations that limit their use. When a donor restriction expires, that is, when the purpose or time restriction is accomplished, net assets with donor restrictions are reclassified to Net Assets Without Donor Restrictions and reported in the consolidated statement of activities and change in net assets as Net Assets Released from Restrictions. The School, Foundation, and LLC's did not have any net assets with donor restrictions as of June 30, 2022.

Cash, Restricted Cash, and Cash Equivalents

Cash and restricted cash consists of cash held in bank accounts, and cash equivalents consists of short-term, highly liquid investments with original maturities of three months or less. There were no cash equivalents at June 30, 2022.

Restricted cash represents resources unavailable for use as it represents escrowed construction loan funds at the time of conversion of the construction loan to the loan as described in Note 2.

Property and Equipment

Purchases of assets and expenditures that materially increase value or extend useful lives are capitalized and are included in the accounts at cost. Routine maintenance and repairs, minor replacement costs, and equipment purchases with a unit cost of less than \$5,000 are charged to expense as incurred.

Depreciation is provided over the estimated useful lives of the respective assets using the straight-line method. The estimated useful lives generally are as follows:

Building and Leasehold Improvements	5 to 40 Years
Furniture and Equipment	3 to 7 Years

Impairment of Long-Lived Assets

On an ongoing basis, the School and LLC's review its long-lived assets for impairment whenever events or circumstances indicate that the carrying amount may be overstated. The School and LLC's recognizes impairment losses if the undiscounted cash flows expected to be generated are less than the carrying value of the related asset. If impaired, the assets are adjusted to fair value based on the undiscounted cash flows.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Taxes on Income

The School and Foundation have received a determination from the U.S. Treasury Department stating that it qualifies under the provisions of Section 501(c)(3) of the Internal Revenue Code (IRC) as a tax-exempt organization; however, the School and Foundation would be subject to tax on income unrelated to its tax-exempt purpose. For the year ended June 30, 2022, no accounting for federal and state income taxes was required to be included in the accompanying consolidated financial statements.

Professional accounting standards require the School and Foundation to recognize a tax liability only if it is more-likely-than-not the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax liability that is greater than 50% likely of being realized on examination. For tax positions not meeting the more-likely-than-not test, no tax liability is recorded. The School and Foundation have examined this issue and has determined that there are no material contingent tax liabilities or questionable tax positions. The U.S. federal and state income tax returns of the School and Foundation are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases*. The standard requires all leases with lease terms over 12 months to be capitalized as a Right-of-Use Asset and Lease Liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the income statement. ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2021. The School, Foundation, and LLC's are currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Subsequent Events

The School, Foundation, and LLC's have evaluated subsequent events through March 29, 2023, the date these consolidated financial statements were available to be issued. Events occurring through that date have been evaluated to determine whether a change in the consolidated financial statements or related disclosures would be required.

Subsequent to year-end, the School Corporation's petition to the State Board of Education (SBOE) was agreed to for student support payments not received in the amount of \$363,000.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 2 NOTES PAYABLE

At June 30, 2022, the notes payable consisted of the following:

<u>Description</u>	<u>Amount</u>
Note payable to the Indiana State Board of Education, payable \$112,900 semi-annually (January 1 and July 1) plus interest at 1.00% per annum.	\$ 1,016,102
Construction note payable to First Financial Bank, subject to conversion to mini-permanent term loan for 108 months upon completion of construction. Loan was converted to term in July 2021 and is due July 2030. Interest at 3.27%, secured by building and guaranteed by the School and Foundation.	3,557,810
Total	<u>4,573,912</u>
Less: Current Portion	<u>(363,529)</u>
Notes Payable, Net of Current Portion	<u><u>\$ 4,210,383</u></u>

The note payable to the Indiana State Board of Education is the result of the Common School Funds Charter School Innovation Fund Advancement program. This note is secured by the School's future tuition support payments on the School's basic grant. The school paid \$347,990 on this loan in the year ending June 30, 2022.

Principal maturities of the notes payable are as follows for the years ending June 30:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 363,529
2024	367,806
2025	372,829
2026	377,717
2027	269,867
Thereafter	2,822,164
Total	<u><u>\$ 4,573,912</u></u>

The note payable to First Financial Bank contains certain reporting and financial covenants. As of June 30, 2022, the School was not in compliance with one of the financial covenants. This covenant was waived at June 30, 2022.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 3 INTEREST RATE SWAP

In July 2020, the OCS Westfield, LLC entered into an interest rate swap transaction with First Financial Bank. This is guaranteed by the School and Foundation. OSC Westfield, LLC uses the interest rate swap to convert its variable rate debt to a fixed rate as a cash-flow hedge. OSC Westfield, LLC is exposed to credit loss in the event of nonperformance by the counterparty to the interest rate swap agreement. However, OSC Westfield, LLC does not anticipate nonperformance by the counterparty.

The agreement that took effect on July 1, 2021 (in conjunction with the conversion of the construction loan to term) effectively changes OSC Westfield, LLC's interest rate exposure on its floating rate note payable to 3.27%. This interest rate swap agreement matures on July 24, 2030. This agreement had a total notional principal in the amount of \$3,557,810 at June 30, 2022.

The effective portion of the gain or loss on the interest rate swap is reported as Revenues and Expenses in the consolidated statement of activities and change in net assets in the same period or periods during which the hedged transaction affects the consolidated statement of activities and change in net assets. Gains and losses on the interest rate swap representing either hedge ineffectiveness, or excluded from the assessment of hedge effectiveness, is recognized in the consolidated statement of activities and change in net assets as Revenue and Expenses.

NOTE 4 LINE OF CREDIT

On June 2, 2021, the School entered into a \$150,000 line of credit with First Financial Bank that remains in effect until June 2, 2023. The line bears interest at a floating rate per annum equal to the Prime Rate (4.75% at June 30, 2022), is secured by all assets of the School, Foundation, and LLC's, and guaranteed by the Foundation and LLC's. The line has no amounts drawn against it as of June 30, 2022.

The line of credit is subject to the same financial covenants described at Note 2.

NOTE 5 LEASES

The School leases its facilities and certain items of office equipment under operating leases, which require various monthly payments over the life of the leases. Total expense under these operating leases was \$556,375 for the year ended June 30, 2022.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 5 LEASES (CONTINUED)

Future minimum lease obligations are as follows for the years ending June 30:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 195,761
2024	146,184
2025	140,506
2026	94,963
2027	5,112
Thereafter	-
Total	<u>\$ 582,526</u>

NOTE 6 COMMITMENTS

The School operates under a charter granted by Ball State University. As the sponsoring organization, Ball State University exercises certain oversight responsibilities. Under this charter, the School has agreed to pay to Ball State University an annual administrative fee equal to 3% of state tuition support received. Expense under this charter agreement was \$155,674 for the year ended June 30, 2022. The charter remains in effect until June 30, 2026, and is renewable thereafter by mutual consent.

NOTE 7 RELATED PARTIES

The School also employs several members of the superintendent's family. The School paid these individuals \$127,151 during the year ended June 30, 2022.

NOTE 8 RETIREMENT PLANS

The School provides retirement benefits covering substantially all full-time employees. Retirement benefits are provided by the Indiana State Teachers' Retirement Fund (TRF) and the Indiana Public Employees' Retirement Fund (PERF), both of which are cost-sharing multiple-employer defined benefit retirement plans governed by the state of Indiana and administered by the Indiana Public Retirement System (INPRS) Board. Contribution requirements of plan members are determined annually by the INPRS Board. Under the plans, the School contributed 8.5% of compensation for electing teaching faculty to TRF and 14.2% of compensation for other electing employees to PERF. Should the School elect to withdraw from TRF or PERF, the School could be subject to a withdrawal fee. The School's contributions represent an insignificant percentage of the total contributions received by TRF or PERF. As of June 30, 2021 (the latest year reported), TRF and PERF were approximately 95% and 83% funded, respectively.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 8 RETIREMENT PLANS (CONTINUED)

TRF eligible employees can also elect to participate in a School-sponsored 403(B) plan in lieu of the State of Indiana – INPRS plan. The School contributes 8.5% of participant compensation to the 403(b) plan.

Full-time employees may also choose to participate in a voluntary salary reduction 403(b) plan. The School will match the employee's contribution up to 1% of their gross wages.

Retirement plan expense was \$517,760 for the year ended June 30, 2022.

NOTE 9 RISKS AND UNCERTAINTIES

The School provides educational instruction services to families residing in Hamilton and surrounding counties in Indiana and is subject to the risks of economic and competitive forces at work within this geographic area.

The majority of revenues relate to legislation enacted by the state of Indiana and grants awarded under federal programs. Changes in state or federal legislation could significantly affect the School. Additionally, the School is subject to monitoring and audit by state and federal agencies. Those examinations may result in additional liability to be imposed on the School.

The School and its affiliates maintain cash in various accounts at various financial institutions. Balances on deposit are insured by the Federal Deposit Insurance Corporation (FDIC) up to specified limits. At times, amounts on deposit may exceed insured limits or include unsecured accounts. To date, the School and its affiliates have not experienced losses in any of these accounts.

During the year ended June 30, 2020, the World Health Organization declared the spread of the Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, business, and communities. Specific to the School, COVID-19 has impacted various parts of its operations and financial results, including an increase in technology, social distancing, and related costs. Management believes the School is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are ongoing and are still developing.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 10 LIQUIDITY

Under ASU 2016-14, the School is required to disclose the assets it has available at June 30, 2022, to meet its cash needs for general expenditures within one year of the date of the statement of financial position. Financial assets for the School include cash, cash – restricted, and grants receivable totaling \$660,289 at June 30, 2022, of which \$606,876 is available to meet cash needs for general expenditures within a year.

From time to time, the School receives donor restricted contributions. Because donor restrictions require resources to be used in a particular manner or in a future period, the School must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditure within one year. As part of the School's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE 11 FUNCTIONAL EXPENSE REPORTING

The costs of providing the educational activities have been summarized on a functional basis in the statement of activities and change in net assets. Management of the School has categorized expenses as program services or management and general according to the underlying nature of the expense. Certain expenses have been allocated between program services and management and general expenses. Employee benefits, transportation, office supplies, and other expenses are allocated based on individual employees' function. Occupancy and depreciation expenses are allocated based on their location due to the schools and the administrative facilities are at discreet locations.

**OPTIONS CHARTER SCHOOLS AND AFFILIATES
OTHER REPORT
YEAR ENDED JUNE 30, 2022**

The report presented herein was prepared in addition to another official report prepared for the School as listed below:

Supplemental Audit Report of Options Charter Schools

The Supplemental Audit Report contains the results of compliance testing required by the Indiana State Board of Accounts under its *Guidelines for the Audits of Charter Schools Performed by Private Examiners* pertaining to matters addressed in its *Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools*.

OPTIONS CHARTER SCHOOLS AND AFFILIATES
SCHEDULE OF CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022
(SEE INDEPENDENT AUDITORS' REPORT)

	Options Charter Schools	Options in Education Foundation, Inc.	OCS Noblesville, LLC	OCS Westfield, LLC	Eliminations	Total
ASSETS						
CURRENT ASSETS						
Cash	\$ 437,651	\$ 63,596	\$ 21,107	\$ -	\$ -	\$ 522,354
Cash - Restricted	-	-	-	53,413	-	53,413
Grants Receivable	84,522	-	-	-	-	84,522
Related Party Receivable	-	-	-	34,891	(34,891)	-
Prepaid Expenses	101,072	-	-	9,384	-	110,456
Interest Rate Swap	-	-	-	372,635	-	372,635
Total Current Assets	623,245	63,596	21,107	470,323	(34,891)	1,143,380
PROPERTY AND EQUIPMENT						
Land	-	-	-	1,313,089	-	1,313,089
Building and Improvements	-	-	-	3,368,367	-	3,368,367
Leasehold Improvements	37,274	-	-	-	-	37,274
Automobiles	41,527	-	-	-	-	41,527
Furniture and Equipment	336,983	-	2,322,948	169,082	-	2,829,013
Less: Accumulated Depreciation	(266,512)	-	(354,919)	(94,326)	-	(715,757)
Property and Equipment, Net	149,272	-	1,968,029	4,756,212	-	6,873,513
Total Assets	<u>\$ 772,517</u>	<u>\$ 63,596</u>	<u>\$ 1,989,136</u>	<u>\$ 5,226,535</u>	<u>\$ (34,891)</u>	<u>\$ 8,016,893</u>
LIABILITIES AND NET ASSETS						
CURRENT LIABILITIES						
Current Portion of Note Payable	\$ 225,800	\$ -	\$ -	\$ 137,729	\$ -	\$ 363,529
Deferred Revenue	-	-	4,000	21,000	-	25,000
Security Deposit	-	-	1,600	1,600	-	3,200
Accounts Payable and Accrued Expenses	434,115	-	-	-	-	434,115
Total Current Liabilities	659,915	-	5,600	160,329	-	825,844
LONG-TERM LIABILITIES						
Note Payable, Net of Current Portion	790,302	-	-	3,420,081	-	4,210,383
Total Liabilities	1,450,217	-	5,600	3,580,410	-	5,036,227
NET ASSETS (DEFICIT), WITHOUT DONOR RESTRICTIONS	(677,700)	63,596	1,983,536	1,646,125	(34,891)	2,980,666
Total Liabilities and Net Assets	<u>\$ 772,517</u>	<u>\$ 63,596</u>	<u>\$ 1,989,136</u>	<u>\$ 5,226,535</u>	<u>\$ (34,891)</u>	<u>\$ 8,016,893</u>

OPTIONS CHARTER SCHOOLS AND AFFILIATES
SCHEDULE OF CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
YEAR ENDED JUNE 30, 2022
(SEE INDEPENDENT AUDITORS' REPORT)

	Options Charter Schools	Options in Education Foundation, Inc.	OCS Noblesville, LLC	OCS Westfield, LLC	Eliminations	Total
REVENUE AND CONTRIBUTED SUPPORT						
REVENUE AND SUPPORT						
State Education Support	\$ 7,039,260	\$ -	\$ -	\$ -	\$ -	\$ 7,039,260
Contributions and Donations	111,940	28,299	-	-	(110,186)	30,053
Grant Revenue	1,551,590	-	-	-	-	1,551,590
In-Kind Revenue	-	-	10,285	-	-	10,285
Student Fees	24,356	2,021	-	-	-	26,377
Rent Revenue	-	-	85,776	312,000	(397,776)	-
Other Income	-	47,000	-	-	(47,000)	-
Gain on Interest Rate Swap	-	-	-	372,635	-	372,635
Total Revenue and Support	<u>8,727,146</u>	<u>77,320</u>	<u>96,061</u>	<u>684,635</u>	<u>(554,962)</u>	<u>9,030,200</u>
EXPENSES						
Program Services	6,823,325	5,980	72,527	224,846	(507,962)	6,618,716
Management and General	1,912,946	16,018	311	161,940	(47,000)	2,044,215
Total Expenses	<u>8,736,271</u>	<u>21,998</u>	<u>72,838</u>	<u>386,786</u>	<u>(554,962)</u>	<u>8,662,931</u>
CHANGE IN NET ASSETS	(9,125)	55,322	23,223	297,849	-	367,269
Net Assets - Beginning of Year	<u>(668,575)</u>	<u>8,274</u>	<u>1,960,313</u>	<u>1,348,276</u>	<u>(34,891)</u>	<u>2,613,397</u>
NET ASSETS (DEFICIT) - END OF YEAR	<u>\$ (677,700)</u>	<u>\$ 63,596</u>	<u>\$ 1,983,536</u>	<u>\$ 1,646,125</u>	<u>\$ (34,891)</u>	<u>\$ 2,980,666</u>



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Name: **Darryl Gustin**

Job Title: **Director of Facilities**

Job Description: Summary

technology facility augmentation. This task will be accomplished to achieve the organizational mission and as defined in lease agreements with property owners and/or outlined in the "Maintenance and Cleaning Expectations" in this document. This position assumes a full-time work schedule with proportionate numbers of hours between all locations. (Remind that this is not in job description folder)

Qualifications

I have 40 years experience in construction and construction management.

Education

Certificates, License, Registrations

Name:

Job Title:

Directions: This tab is intended to be a functional resource for you as the employee to keep important links, passwords, documents used for your specific job/program, etc all in one place. This also provides stability and sustainability for our organization. In the case of an emergency, your supervisor should be able to use this page to manage your tasks at a minimal level until you can return.

Essential Duties and Responsibilities

Standing Meetings

John Doe Evaluation

1st Monday 9am

[Sample Notes](#)

Important Links/Passwords Not Included Above

[22/23: MR Template](#)

Name:

Job Title:

Directions: This tab should list up to three professional goals you hope to achieve during the course of the year. These should be developed in conjunction with your supervisor and be reflective of areas of growth shared in the prior year's evaluation (if applicable).

Professional Growth Goal 1:

Professional Growth Goal 2:

Professional Growth Goal 3:

Name:

Job Title:

Directions: In the spaces below, identify the major projects/goals you'll be working towards during the evaluation period. Use the charts below each goal to track your progress.

Title of the Project

--

Description of the Project

--

Goals of the Project (How will you know you've accomplished what you set out to accomplish?)

--

Task Management (include important links to documents or resources)

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Title of the Project

--

Description of the Project

--

Goals of the Project (How will you know you've accomplished what you set out to accomplish?)

--

Task Management (include important links to documents or resources)

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Title of the Project

--

Description of the Project

--

Goals of the Project (How will you know you've accomplished what you set out to accomplish?)

--

Task Management (include important links to documents or resources)

Action Item	Process	Expected Outcome / Timeline	Progress Status / Comments

Name:

Job Title:

Employee Self Reflections: Use the space below to self reflect on your performance each month. What has gone well? What are your goals for the following month? In what areas do you need assistance? How can your supervisor better support you? Rate yourself in each performance category using the rubric below.

Supervisor Reflection: Each month, enter a rating for each category, 1-4. For any category with a rating below "3-Meets Expectation", give an explanation of how the employee needs to show improvement. You may want to include any resources or supports being provided to the employee for the purpose of this improvement as well.

4 - Exceeds Expectations

Performance exceeds normal job requirements. Clearly and consistently achieved most objectives beyond what was expected. Willing to go the "extra mile". Contributed to the school's success beyond expected levels. To receive this rating the employee and/or supervisor must provide evidence of such. It is highly unusual for an employee to receive this rating multiple months in a row.

3 - Meets Expectations

Consistently achieves position objectives. Provides solid, competent performance. Initiative and good judgment consistently exercised. Contributes to the team in a positive manner. This category is the standard expectation for performance.

2 - Development Opportunity

Performance generally meets position objectives, but inconsistently demonstrates sufficient knowledge and skills to achieve position objectives. An employee receiving this rating in any one category for 2 months in a row will be placed on an improvement plan.

1 - Needs Improvement

Demonstrates insufficient knowledge and skills. Work contains errors, requires follow up, results in harm to the organization, staff members, and or students.. Fails to meet the needs of the school and struggles in working with others. An employee receiving this rating on any given month for any category will be placed on an immediate improvement

	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
August	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor
	Self Reflection:									
	Supervisor Reflection:									

	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
September	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor
	Self Reflection:									
	Supervisor Reflection:									

	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
October (Q1)	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor
	Self Reflection:									
	Supervisor Reflection:									

	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
--	-----------------	--	---------------	--	------------------	--	----------	--	------------------------	--

November	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
	Supervisor Reflection:											
December (Q2)	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												
January	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												
February	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												
March (Q3)	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												
April	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												
May (Q4)	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth			
	Self		Supervisor		Self		Supervisor		Self		Supervisor	
	Self Reflection:											
Supervisor Reflection:												

June	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor
	Self Reflection:									
	Supervisor Reflection:									
July	Job Performance		Communication		Customer Service		Teamwork		Professionalism/Growth	
	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor	Self	Supervisor
	Self Reflection:									
	Supervisor Reflection:									

Name:

Job Title:

Average each month of supervisor's scores to calculate the final score in each category.

Exceeds Expectations	3.4-4.0
Meets Expectations	2.6-3.3
Development Opportunity	1.6-3.2
Needs Improvement	Below 1.6

Professional Goals Guiding the Current Year:

--

Employee's End of Year Summative Reflection:

Reflection should be a summative description of the year just completed. Please include big picture successes, challenges, and/or aha realizations in your field, leadership, or overall professional experience for the year in one to two paragraphs.

--

Draft of Professional Goals Planned for Next Year:

Final Evaluation

Job Performance	Enter Rating:	#DIV/0!
<p>Demonstrates a clear understanding of all job tasks.</p> <p>Uses time effectively for work activities (effectively plans and organizes work).</p> <p>Timely completion of work that is accurate, thorough and neat.</p> <p>Demonstrates cooperative and positive approach to work activities.</p> <p>Understands and is committed to accomplishing school district goals.</p> <p>Comments/Examples:</p>		

Communication	Enter Rating:	#DIV/0!
<p>Demonstrates appropriate verbal and nonverbal communication skills.</p> <p>Written communications are clear and concise (i.e. emails).</p> <p>Is an active listener and checks for understanding to avoid confusion.</p> <p>Receives and responds to suggestions in a positive and tactful manner.</p> <p>Practices confidentiality guidelines at all times as set forth in the employee handbook.</p> <p>Comments/Examples:</p>		

Customer Service	Enter Rating:	#DIV/0!
-------------------------	----------------------	---------

Respectful and courteous to coworkers, students and community members.

Takes action to meet needs and promote satisfaction.

Conducts encounters using good problem solving skills and demonstrates flexibility by considering alternative solutions.

Comments/Examples:

Teamwork	Enter Rating:	#DIV/0!
-----------------	----------------------	---------

Builds strong relations with coworkers and supervisor.

Effectively participates as a team member and displays commitment to team success.

Recognizes the value, efforts and contributions of others.

Willingly assists others with their workload.

Takes initiative and shares responsibility in problem solving and developing solutions.

Comments/Examples:

Professionalism / Growth	Enter Rating:	#DIV/0!
---------------------------------	----------------------	---------

Learns from experiences and initiates productivity improvements.

Willingness to adapt to changing conditions, utilizing new technology and procedures.

Engages in professional self-improvement by seeking training opportunities to enhance current skills or to learn new skills.

Completes goal objectives.

Comments/Examples:

Overall Performance Comments (Specific Performance Examples):
--

Employee Comments (Optional):

Overall Rating Scale

Exceeds Expectations	Exceed (3.4-4.0) rating in 3 of 5 standards. No more than 1 Development Opportunity (1.6-2.5) and no Needs Improvement rating (<1.6).
Needs Improvement	2 or more Development Opportunity (1.6-2.5) ratings OR 1 or more Needs Improvement (<1.6) rating in the above standards.
Meets Expectations	All other combinations result in an overall rating of Meets Expectations.

Overall Rating	Enter Rating:	
-----------------------	----------------------	--

Employee Signature:		Date:
Supervisor Signature:		Date:
<i>Note: Signature of employee is acknowledgement that performance was discussed and does not necessarily indicate agreement with the rating. Submission of additional comments by the employee is optional.</i>		

NOTE 1: Final evaluations are due to Jacob Brandau, CFO, each year by the second Tuesday of May. End of evaluation cycle meetings shall be held between supervisor and employee on or after May 1st of each year to ensure April is included in the evaluation.

NOTE 2: The evaluation cycle for administrators begins in May and ends in April of each calendar year. Final evaluations inform administrative contracts for the following year and so much be completed prior to this process.

NOTE 3: Any administrator on a unique contract cycle will have an alternative evaluation cycle meeting the needs of contract development. For example, Director of Communications and Marketing has a contract cycle January - December. Therefore, the evaluation cycle will be November to October each year.



Options Charter Schools

www.optionsined.org

317-773-8659

Individualized Service Plans

A Guide to Writing Meaningful Plans



Michelle Walden

Director of Schools

mwalden@optionsined.org

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Starting the ISP - Enrollment meetings

Complete the Initial ISP

- The following sections of the ISP should be completed in PowerSchool no less than 10 days after enrollment. Much of this data is collected in the initial enrollment meeting with the student and family (Appendix D).
 - Enrollment Information
 - Positive Personal Identity Statement (the student may not have one at enrollment - if lacking, identify some activities the student likes to do or thinks he/she is good at)
 - Risk Factors at Enrollment
 - Assets at Enrollment
 - Career Interests and Aptitude (initial, this will be updated as the advisor gets to know the student)
- Often, students need a fresh start when enrolling at Options and need to know that they have the opportunity to write a new story for themselves. Principals should exercise great caution on how much detail of the student's past decisions are shared in an initial narrative shared with the teaching team so as to help the student with this fresh start. If past poor choices continue to be a problem at Options, that may be the time to share with the team that this is a pattern to help identify additional resources and services for the student.

Include additional data

- The ISP is informed by multiple pieces of data that point the to wellness in each category: behavior, social emotional, and academic. As quickly as possible upon enrollment, no later than 10 school days after enrollment, the following data is to be measured and entered into the student's ISP in PowerSchool.
 - Accucess Diagnostic
 - Transcript, Historical Grades
 - Incoming grades if mid-year transfer
 - Discipline logs if were requested. These can be stored in the student's file but should inform the narrative if applicable.
 - State Testing Data
 - 40 Developmental Assets Survey
 - IEP, if applicable or 504 Plan
 - NWEA data

Get to know the student - Every student is assigned an Advisor

Understand the student's past, present, and dream of a future (or lack thereof).

- If the student is a new student, use the Family Interview form used when enrolling. This will give you some background on the student as well as may give some

insight into what the student's immediate goals are for coming to Options. This is typically located in the student's file in the office.

- If the student is a returning student, use the relationship you have already built. If you don't know the student well, ask other team members for help.

Understand the student's academic advantages or gaps.

- Look at the student's diagnostic scores and if they have taken state exams.
- If the diagnostic scores seem abnormally low compared to credits and state exam scores, ask the student to retest. They may have not tested well the first time or may have been out of school for a while and lost a lot.
- Does the student need to go back and retake some courses to ensure skills are mastered? Does the student need to be challenged more?

Understand the student's current assets and those that may be beneficial to develop.

- Have each student complete the 40 Developmental Assets Checklist.
 - Printable Checklist (Appendix A)
 - List and Short Description of Each Asset (Appendix B)
 - The Power of the Assets on Student Achievement (Appendix C)
- Have the student choose one or two assets he/she would like to work on for the year.
- Use this website for ideas on action steps to work on to develop missing assets.
<http://www.search-institute.org/content/40-developmental-assets-adolescents-ages-12-18>

Components of a well-written goal:

- SMART: Specific, Measureable, Attainable, Realistic, and Timely
- Each goal should include the following components
 - Description of the goal.
 - Action steps needed to complete the goal.
 - Needs/Resources/Support to be offered.
 - Who is responsible for implementation, support, and collection of evidence to show completion?
 - Expected timeline for completion.
 - How will the student/advisor know when it's complete? What is the evidence?

Tracking the progress of the ISP goals:

PowerSchool (Appendix E)

- The text box, "Intervention", beneath each goal shall be used to record any changes made to the original goal, to the resources needed, timeline to be

completed, etc that result in general intervention conversations by the school team.

GoogleDoc Stoplight report (Appendix F)

- Prior to the 6-week ½ day review of ISPs each core teacher and advisors shall fill in the stoplight report for students they have in class.
 - Red = not making progress on ISP goals and/or not earning the credit in a course
 - Yellow = making some progress on ISP goals and/or earning a low grade in a course
 - Green = making progress on ISP goals and/or earning an appropriate passing grade
- During the 6-week ½ day review of ISPs, each student's overall progress shall be reviewed. If any added supports are necessary, the GoogleDoc shall be updated during the meeting. The teaching team will agree upon an overall current status color to assign the student based on all information collected.
- Following the 6-week ½ day review of ISPs:
 - Advisors: follow up with the students and families to discuss added supports being put in place.
 - Teachers: update differentiation or other supports necessary to accommodate changes in needed supports

Reporting final progress of ISP goals:

- PowerSchool must be updated in two places on the ISP at the end of the year.
 - Status dropdown under each goal
 - This should be updated each 6 weeks
 - Evaluation of Progress dropdown
 - 1 – Earned High School Diploma NOTE: This should only be marked by the building principal or designee that has confirmed all graduation requirements have been met.
 - 2 – Attained the goals identified in the student's ISP – Mark this if 4/6 (66%) of the student's goals for the year were completed and other showed some improvement.
 - 3 – Made satisfactory progress toward goals identified in the ISP – Mark this if in 4/6 (66%) goal areas the student showed some improvement over the year.
 - 4 – Did not make satisfactory progress toward goals in their ISP but remained in the program – Mark this if in 4/6 (66%) of the students goal areas no progress or attempt to progress was made.

- 5 – Earned GED, 6 – Transfer, 7 – Drop out, and 8 – Expelled should be filled out by the building principal or designee upon removal from the program

Example ISPs

- See Appendix G

Appendix A: 40 Developmental Assets Checklist

an asset checklist

Many people find it helpful to use a simple checklist to reflect on the assets young people experience. This checklist simplifies the asset list to help prompt conversation in families, organizations, and communities.

NOTE: This checklist is not intended nor appropriate as a scientific or accurate measurement of developmental assets.



<p><input type="checkbox"/> 1. I receive the love and support from family members.</p> <p><input type="checkbox"/> 2. I can go to my parent(s) or grandparent(s) for advice and support and have frequent, in-depth conversations with them.</p> <p><input type="checkbox"/> 3. I know some important adults I can go to for advice and support.</p> <p><input type="checkbox"/> 4. My neighbors encourage and support me.</p> <p><input type="checkbox"/> 5. My school provides caring, encouraging environment.</p> <p><input type="checkbox"/> 6. My parents or guardians help me succeed at school.</p> <p><input type="checkbox"/> 7. I feel valued by others in my community.</p> <p><input type="checkbox"/> 8. I am given responsibilities in my community.</p> <p><input type="checkbox"/> 9. I serve in the community (volunteer) at least each week.</p> <p><input type="checkbox"/> 10. I feel safe at home, at school, and in the neighborhood.</p> <p><input type="checkbox"/> 11. My family sets standards for appropriate conduct and enforces my whereabouts.</p> <p><input type="checkbox"/> 12. My school has clear rules and consequences for behavior.</p> <p><input type="checkbox"/> 13. My family sets responsible boundaries for my behavior.</p> <p><input type="checkbox"/> 14. Parent(s) and other adults model positive, responsive behavior.</p> <p><input type="checkbox"/> 15. My best friends model responsible behavior.</p> <p><input type="checkbox"/> 16. My parent(s) or grandparent(s) encourage me to do well.</p> <p><input type="checkbox"/> 17. I spend time being creative or doing work to learn or practice in music, theater, or other arts.</p> <p><input type="checkbox"/> 18. I spend time doing work to support or contribute to sports, clubs, or organizations.</p> <p><input type="checkbox"/> 19. I spend one hour or more each week in religious services or participating in spiritual activities.</p>	<p><input type="checkbox"/> 20. I go out with friends at least once a week.</p> <p><input type="checkbox"/> 21. I work as well as I can.</p> <p><input type="checkbox"/> 22. I am actively engaged in learning.</p> <p><input type="checkbox"/> 23. I do as much of my own work as I can at school.</p> <p><input type="checkbox"/> 24. I love school my school.</p> <p><input type="checkbox"/> 25. I read for pleasure three or more times each week.</p> <p><input type="checkbox"/> 26. I believe it is really important to help other people.</p> <p><input type="checkbox"/> 27. I want to help protect equality and reduce world poverty and hunger.</p> <p><input type="checkbox"/> 28. I can stand up for what I believe.</p> <p><input type="checkbox"/> 29. I tell the truth even when it is not easy.</p> <p><input type="checkbox"/> 30. I am honest and take personal responsibility.</p> <p><input type="checkbox"/> 31. I believe it is important to avoid alcohol, tobacco, or other drugs.</p> <p><input type="checkbox"/> 32. I am good at planning ahead and making decisions.</p> <p><input type="checkbox"/> 33. I am good at making and keeping friends.</p> <p><input type="checkbox"/> 34. I have and can readily talk with people of different cultural/ethnic/racial backgrounds.</p> <p><input type="checkbox"/> 35. I can think of at least one problem and solve it on my own.</p> <p><input type="checkbox"/> 36. I am a creative and imaginative person.</p> <p><input type="checkbox"/> 37. I believe I can stand to do things that happen to me.</p> <p><input type="checkbox"/> 38. I like school myself.</p> <p><input type="checkbox"/> 39. I believe my life has a purpose.</p> <p><input type="checkbox"/> 40. I get enjoyment from my family.</p>
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Appendix B: The 40 Developmental Assets



40 Developmental Assets®

Search Institute® has identified the following building blocks of healthy development that help young people grow up healthy, caring, and responsible.



Category	Asset Name and Definition
External Assets	Support <ol style="list-style-type: none"> 1. Family Support-Family life provides high levels of love and support. 2. Positive Family Communication-Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents. 3. Other Adult Relationships-Young person receives support from three or more nonparent adults. 4. Caring Neighborhood-Young person experiences caring neighbors. 5. Caring School Climate-School provides a caring, encouraging environment. 6. Parent Involvement in Schooling-Parent(s) are actively involved in helping young person succeed in school.
	Empowerment <ol style="list-style-type: none"> 7. Community Values Youth-Young person perceives that adults in the community value youth. 8. Youth as Resources-Young people are given useful roles in the community. 9. Service to Others-Young person serves in the community one hour or more per week. 10. Safety-Young person feels safe at home, school, and in the neighborhood.
	Boundaries & Expectations <ol style="list-style-type: none"> 11. Family Boundaries-Family has clear rules and consequences and monitors the young person's whereabouts. 12. School Boundaries-School provides clear rules and consequences. 13. Neighborhood Boundaries-Neighbors take responsibility for monitoring young people's behavior. 14. Adult Role Models-Parent(s) and other adults model positive, responsible behavior. 15. Positive Peer Influence-Young person's best friends model responsible behavior. 16. High Expectations-Both parent(s) and teachers encourage the young person to do well.
	Constructive Use of Time <ol style="list-style-type: none"> 17. Creative Activities-Young person spends three or more hours per week in lessons or practice in music, theater, or other arts. 18. Youth Programs-Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community. 19. Religious Community-Young person spends one or more hours per week in activities in a religious institution. 20. Time at Home-Young person is out with friends "with nothing special to do" two or fewer nights per week.
Internal Assets	Commitment to Learning <ol style="list-style-type: none"> 21. Achievement Motivation-Young person is motivated to do well in school. 22. School Engagement-Young person is actively engaged in learning. 23. Homework-Young person reports doing at least one hour of homework every school day. 24. Bonding to School-Young person cares about her or his school. 25. Reading for Pleasure-Young person reads for pleasure three or more hours per week.
	Positive Values <ol style="list-style-type: none"> 26. Caring-Young person places high value on helping other people. 27. Equality and Social Justice-Young person places high value on pursuing equality and reducing hunger and poverty. 28. Integrity-Young person acts in convictions and stands up for her or his beliefs. 29. Honesty-Young person "tells the truth even when it is not easy." 30. Responsibility-Young person accepts and takes personal responsibility. 31. Restraint-Young person believes it is important not to be sexually active or to use alcohol or other drugs.
	Social Competencies <ol style="list-style-type: none"> 32. Planning and Decision Making-Young person knows how to plan ahead and make choices. 33. Interpersonal Competence-Young person has empathy, sensitivity, and friendship skills. 34. Cultural Competence-Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds. 35. Resistance Skills-Young person can resist negative peer pressure and dangerous situations. 36. Peaceful Conflict Resolution-Young person seeks to resolve conflict nonviolently.
	Positive Identity <ol style="list-style-type: none"> 37. Personal Power-Young person feels he or she has control over "things that happen to me." 38. Self Esteem-Young person reports having a high self-esteem. 39. Sense of Purpose-Young person reports that "my life has a purpose." 40. Positive View of Personal Future-Young person is optimistic about her or his personal future.

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Appendix C: Insights & Evidence: Boosting Student Achievement



October 2003
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INSIGHTS & EVIDENCE

Promoting Healthy Children,
Youth, and Communities

IN BRIEF

Boosting Student Achievement

New Research on the Power of Developmental Assets

The Question

Should schools, school districts, and other policy makers invest in building developmental assets (a strategy for boosting student achievement)?

The Bottom Line

New studies suggest that developmental assets¹ play a significant role in students' academic achievement across a wide range of students. In fact, developmental assets appear to have as much or more influence on student achievement as other demographic factors and school reform strategies. Thus, building developmental assets has great promise as a strategy for boosting student achievement.

The Evidence

New research, including longitudinal studies, reveals the following:

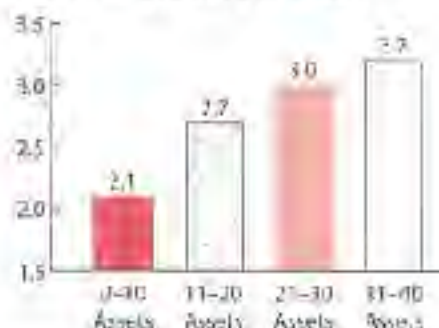
- As shown in Figure 4, the higher students' current asset levels, the higher their current GPA. In addition, the more assets students reported in 1998, the higher their GPA three years later.
- Students' asset levels are strongly important in predicting achievement as demographic factors such as gender, family composition, and neighborhood quality are weak predictors.
- Students whose levels of developmental assets were *high and/or increased* are significantly higher GPA three years later than students who declined in their assets. And the more their assets increased, the

more their GPA increased.

- Students from all racial/ethnic backgrounds with final levels of assets (21–40) are about five to 12 times as likely as those with fewer assets (0–10) to be successful in school.
- Low-income students who experience more developmental assets appear to be much more likely to do well in school than low-income students who do not experience many developmental assets.

FIGURE 4

Average GPA* by Levels of Assets



Source: Spencer Kagan

*Average GPA in 12th grade (reported in 2001) for students in 1998

Reprinted with permission from Search Institute, 800-444-4444, 1111 E. 17th Ave., Suite 100, Minneapolis, MN 55414. Search Institute's Community Assets 40 Assets Index (CAI) measures students' developmental assets, which are skills, competencies, and beliefs that are critical to a child's success in school and in life.

¹ Developmental assets are positive factors in young people, families, communities, schools, and society that promote healthy development. Examples of developmental assets include: (a) family structure and family processes, (b) family resources, (c) family support, (d) family involvement, (e) family communication, (f) family support, (g) family involvement, (h) family communication, (i) family support, (j) family involvement, (k) family communication, (l) family support, (m) family involvement, (n) family communication, (o) family support, (p) family involvement, (q) family communication, (r) family support, (s) family involvement, (t) family communication, (u) family support, (v) family involvement, (w) family communication, (x) family support, (y) family involvement, (z) family communication.

Search Institute is a nonprofit organization that promotes positive youth development. Search Institute's Community Assets 40 Assets Index (CAI) measures students' developmental assets, which are skills, competencies, and beliefs that are critical to a child's success in school and in life. Search Institute is a nonprofit organization that promotes positive youth development. Search Institute's Community Assets 40 Assets Index (CAI) measures students' developmental assets, which are skills, competencies, and beliefs that are critical to a child's success in school and in life.

Appendix D: PowerSchool ISP

[illegible]

Positive Reason for Identity Statement

Risk Factors at Enrollment

1. (If necessary) 1. Primary parent/guardian address	2. Location of family home	3. School of attendance
4. Family income level	5. Religion/faith	6. Education level
7. Family size (children)	8. Ethnicity/race (checked)	9. Status of previous homelessness (Y/N)
10. Health Guard Level (see page 100)	11. ZIP code	12. Has primary caregiver completed for page 10?
13. Primary parent/guardian is a U.S. citizen	14. Expected from homelessness	15. Annual income level
16. Family structure (single)	17. Has trust been broken?	18. Other:

Assets at Enrollment

20. Background: Social Assets		21. Background: Internal Assets	
1. Family structure	11. Family Structure	22. Home care situation	31. Support
2. Family income level	12. Social Assets	23. School enrollment	32. Transportation situation
3. Family income level	13. Employment situation	24. Insurance	33. Transportation situation
4. Living situation	14. Financial situation	25. Social support	34. Cultural Competency
5. Living situation	15. Health status	26. Health insurance	35. Transportation
6. Family income level	16. Health status	27. Health insurance	36. Transportation
7. Family income level	17. Health status	28. Health insurance	37. Transportation
8. Family income level	18. Health status	29. Health insurance	38. Transportation
9. Family income level	19. Health status	30. Health insurance	39. Transportation
10. Other:	20. Other:	40. Health insurance	41. Transportation

Completed at enrollment

Risk Assets at Enrollment

Risk Assets	Risk Assets
1	2

Current Risk Assets

Risk Assets	Risk Assets
1	2

Current Risk Factors

1. (If necessary) 1. Primary parent/guardian address	2. Location of family home	3. School of attendance
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Appendix E: Student Goals

Create Student Goal

Name: _____ Title: _____

New Student Goal?

Select your goal & select Select Your Goal Statement.

Enter the Goal Statement: _____

Select your goal type: Select the Type of Goal

S.M.A.R.T. Goals

- May include action steps
- What evidence will be used to demonstrate progress?

Resources:

- What support/resources are needed? Include who is responsible for providing.

Notes:

- Any change to services or the goal will be included here.

Frequency: Select frequency of updates → update every 6 weeks

Add additional comments: _____

Assigning Goal to Staff: Add Staff

Goal Status: In Progress

Laurel

Visit Log

Appendix F: GoogleDoc Stoplight Report

Last Name	Advisor	Current Status	Services to be put in place	Bi-week check					
				Math	Social Studies	English	Science	College / Career / Community	College / Career / Community
	Becky		*adjust schedule? mornings seem to be a problem. talk with the family about using NHS to work.						
	Becky		*needs ECA prep for Math						
	Becky		*moved to DE						
	Becky		*oly period allowing him to leave early for track						
	Becky		*she is working on Plato 3 hours per day, pretend to get help in nhs. *may need to focus on emotional state for now						
	Becky		*Hill medical						
	Becky		*double booked CRC and geometry, CRC over the summer						
	Becky		*have checked d						

Appendix G: Sample Case Studies and Individual Service Plans

Student Name: Dakota

Date: April 13

Reason for ISP review: New Enrollment / Initial ISP

Background:

Dakota is a new student that enrolled with just six weeks left before the end of the school year. He is a 4th year senior, 18 years old, with 37 credits. Dakota has passed both his English 10 and Algebra I ECA exams. He needs two elective credits and government to complete his credit requirements for a Core 40 diploma. Dakota was recently expelled from his home school for having marijuana at school. His older sister came to the enrollment meeting with him and shared that Dakota is now living with her. She is a recruiter for the National Guard. Dakota enlisted in the National Guard late last year and completed basic training. He has a “ship out” date of July 12th this summer and must be complete with his diploma by then. The National Guard is aware of the marijuana charge and being expelled from school. They have offered him a second opportunity by agreeing to not dishonorably discharge him if he is able to complete his diploma requirements prior to July 12.

Risks of dropping out	Positives	Risk Level at Enrollment	Total Risk Level
Expelled from school	Only 3 credits left to earn	3 Medium	3 Medium
Drug use	Enlisted in National Guard		
Living with nonparent	Has passed State required tests		

Primary Reason for Placement: This student has failed to comply in previous school

Academic Goal 1:

- Dakota will earn all three credits needed to graduate by May 28.
 - **Services: Options will provide Dakota with...**
 - online courses to fulfill these three credits (Plato)
 - Internet and a device to access the courses (At school – during normal hours in the DE room)
 - access to help from highly qualified teachers when needed (organized through DE coordinator)
 - progress monitoring (DE coordinator)

Behavior Goal 1:

- Dakota will attend school each day until he has completed his academic goal.
 - **Services: Options will provide Dakota with...**
 - personal contact with a staff member each day (DE coordinator or office administration)
 - accountability to daily attendance through phone calls home if not in attendance and/or disciplinary action if needed (Administration)

Behavior Goal 2:

- Dakota will enroll and participate in a drug counseling/awareness program.
 - **Services: Options will provide Dakota with...**
 - accountability to this goal by having a signed release with the counselor (Administrator)
 - **Services: Dakota's family will provide Dakota with...**
 - transportation to and from counseling appointments
 - reinforcement at home for a drug free lifestyle

Social Emotional Growth Goal 1:

- Dakota will continue to participate in leadership activities and coaching through the National Guard.
 - **Services: The National Guard will provide Dakota with...**
 - the opportunity to continue the program he started
 - continued services provided enlisted students

Student Name: Sue

Date: August 8

Reason for ISP review: New School Year / Updating ISP

Background:

Sue is starting her 5th semester in high school and has attended Options since the start of her freshman year. Upon enrollment, her risk level was determined to be 4: High due to the severe social anxiety, depression, and lack of family support she experienced. Sue continues to struggle with depression through the winter months especially, low self-esteem in math and has difficulty with social relationships. Academically, however, Sue has made better than normal progress and has made it possible for her to graduate at the end of her junior year, earning her the state scholarship for 6-semester graduates.

Risks of dropping out	Positives	Risk Level at Enrollment	Current Risk Level
Social anxiety	Academic success	4 High	2 Low
Depression/self-esteem	Scholarship potential		
	Established relationships		

Primary Reason for Placement: This student has failed to comply in previous school

Academic Goal 1:

- Sue will complete all credits for graduation by the end of her sixth semester.
 - **Services: Options will provide Sue with...**
 - all courses needed to complete graduation (in-house and Plato if needed)
 - graduation progress tracking (Advisor)

Academic Goal 2:

- Sue will participate in the CRC course and earn a minimum of one college credit prior to graduation.
 - **Services: Options will provide Sue with...**
 - time in the schedule to take the CRC course
 - remediation if needed to pass the entrance exam for Ivy Tech

Behavior Goal 1:

- Sue will communicate with her advisor and/or specific teachers if she is feeling too overwhelmed or falling behind in a course.
 - **Services: Options will provide Sue with...**
 - personal contact with a staff member each day (Advisor)
 - the ability to track current grades through PowerSchool (Teachers)
 - specific accountability and checking in by Sue's advisor during the winter months (Advisor)

Social Emotional Growth Goal 1:

- Sue will continue to work part-time at O'Charley's as a hostess to build social skills and self-image.
 - **Services: Sue's family will provide Sue with...**
 - transportation to and from work.