V. Application Submission Document to Establish a BSU Charter School



Office of Charter Schools
Ball State University
Teachers College 910
Muncie, IN 47306
http://www.bsu.edu/teachers/charter

A. Information Sheet

1. School Information Northwest Indiana STEM Charter School (NiSe)

Proposed Name of Charter School	Northwest Indiana STEM Charter School
Proposed Location (School District)	Border the city of Gary and town of Merrillville, IN

Planned Enrollment and Grades	Grades Served	Proposed Enrollment
Year 1	6-7	200
Year 2	6-8	300
Year 3	6-9	400
Year 4	6-10	500
Year 5	6-11	600
Year 6	6-12	700

Desired School Opening Date 08/2012

2. Proposed Affiliations

Educational Management Organization (if any)	American Quality School
Public Contact Info (Name & Phone #)	Timothy Ricordati
	(312) 266-3355 ext 229

3. Lead Applicant Contact Information

Lead Applicant Name	Augusta De	Augusta DeNeal, Ph.D.		
Mailing Address	319 E. 60 th I	Drive		
City	Merrillville,	, IN	Zip Code	46410
E-Mail Address	adeneal@iv	ytech.edu	<u> </u>	
Primary Phone #	(219) 381-82	287		
Secondary Phone #	(219) 981-48	325		
Lead Applicant Media Co	ontact Phone #	(219) 381-828'	7	
Signature				

Submit Completed Proposal to:

Office of Charter Schools • Ball State University • Teachers College 910 • Muncie, IN 47306

B. Application Summary

1. Charter School Name

Northwest Indiana STEM Charter School (NiSe)

2. Charter School Location

Border between city of Gary and town of Merrillville, IN

3. Anticipated Opening Date

08/2012

4. Management Organization Name (if applicable)

American Quality School	non profit or
	for profit

5. Other Partner Organization(s) (if applicable)

6. Student Population and Grades Served

	School Year	Grades Served	Total Enrollment
Year 1	2012	6-7	200
Year 5	2017	6-12	700

7. Applicant(s)

Name	Bio
Augusta DeNeal, Ph.D.	Director TRIO Services Ivy Tech Community College
Elonda Ervin, Ph.D.	Director of Career Center Indiana State University

8. Proposed Board of Trustees

Name	Bio
Geraldine Roby, Ed.S.	Instructor Indiana University Northwest
Atty. Dawn Dawkins	Attorney
Olga Chambers	Teacher K-12
Grayling Gordan	Federal Grant Officer

9. Overview of the Proposed Program

- a. Mission: Northwest Indiana STEM Charter School (NiSe) mission is to provide a quality learning environment that will instruct students from grades 6-12 through a science, technology, engineering and math (STEM) centered on the Core 40 curriculum based on research best practices in leading states with STEM curriculum.
- b. Rationale: Students will be prepared to enter programs at 2 and 4-year post-secondary institutions in any science, technology engineering, and math discipline. NiSe will prepare students to become STEM teachers, practitioners, innovators, inventors, and researchers.
 - i. <u>Key Design</u>: NiSe will prepare students with a STEM foundation for Core 40 standards. Teaching literacy and numeracy skills in every academic subject, helping students use what they're learning to solve authentic problems and connect their learning to everyday life and future careers (MMGW, 2010).

- ii. Rigorous courses for all students. Even students who skills are behind many of their peers tend to succeed when they're given challenging work and the additional help and support to handle it (*MMGW*, 2010). Students will be prepared to succeed beyond high school in their academic studies and/or academic pursuits in fields that will seek their educational foundation.
- iii. Use of developmental math, science and English curriculum using technology-supported, active learning strategies (MyWritingLab, MyMathLab, STEMway, PLATO).
- iv. NiSe's curriculum design will always align closely to its mission: science, technology, engineering and mathematics.
- v. Outstanding school leaders-including principals, counselors and academic teacher-coaches-who understand how to improve student achievement and the learning environment and can help students plan their paths to success in high school and beyond (*MMGW*, 2010).
- vi. STEM based- dual credit, college transfer courses.
- vii. Student support services.
- c. Number of Days: 180
- d. Subjects: English Language Arts, Mathematics, Science, Social Studies, two Foreign Languages, Physical Education, Health and Wellness, Experiential Learning Module (STEM projects, job shadow, internship, externship), College Dual Credit.
- e. <u>Unique Characteristics</u>: The staff of NiSe will deliver appropriate services to those students.
 - It will be the policy of NiSe to provide a variety of educational programs, services, equipment and facilities to accommodate the special needs of all students.
 - ii. It will be the policy of NiSe to provide specially designed instruction to meet the unique needs of students identified as disabled in accordance with the special education regulations.
 - iii. The Board will support staff efforts to promote, develop and implement programs, which meet the learning needs of students in cognitive, affective and psychomotor performance and behavior on an individual student basis according to Indiana
 - iv. The Board will consider homebound or hospitalized programs for students unable to attend school because of special health problems, temporary illnesses or injuries that preclude their attendance at school. The Board will require a medical doctor's statement indicating that because of the disability, the student will be confined to home or hospital for an extended period of time.
 - v. NiSe will use an individualized academic model for bi-lingual students that include computer software.
- f. Instructional leadership: The staff employed by NiSe are the most important resources for effectively conducting a quality learning program. NiSe administration with provide a working environment in which optimum staff performance, morale and satisfaction are produced. NiSe will develop and utilize positive evaluation procedures which contribute to the improvement of both staff capabilities and the learning program.
- g. Professional development: NiSe will provide a positive staff development designed to contribute both to the improvement of the learning program and to each staff member's career development aspirations. To make sure that teachers and staff understand development of the students that NiSe will serve, a professional

- development workshop will be conducted one month prior to joining their staff and every quarter thereafter. Staff development training not only will include student development theories, diversity and curriculum development and design, and effective customer service models.
- h. Management Structure: The day-to-day operation of the NiSe Charter School will be the responsibility of the EMO, American Quality Schools (AQS). The Principal/CEO will work parallel with the EMO on a daily basis. All administrative, faculty, and staff will report directly to the CEO.
- i. Relationship: AQS will hire all school personnel and have direct authority for school operations. CEO will work in with AQS in providing direction and monitoring of school operations and progress. Regular consultation and reporting will be done with the NiSe Board. NiSe will contract its day-to-day school operations with AQS. AQS is a not-for-profit educational management organization. AQS manages four charter schools in Chicago, IL; three of which are located in high poverty areas with primarily African American and Hispanic students. AQS will be paid the appropriate fees as dictated by Ball State University (3%).
- j. Location: The proposed location will be in the proximity of city of Gary and town of Merrillville, IN.

Attach as PDF'S (Portable Document File - Adobe® named, **Attachment B**: **Expanded Criminal History Checks**

Preliminary Information

1. Community Support and Demand

a. District Support:

The town of Merrillville and the Major of Gary, Indiana support the NiSe STEM charter school by letters of support.

b. Community Support:

The town of Merrillville and the Major of Gary, Indiana support the NiSe STEM charter school by letters of support and surveys.

c. Student Demand:

As indicated from our parent/student needs assessment it is evident with the 82% in favor of a STEM charter school that a demand exists.

d. Proposal Opposition:

None

2. Feedback from Constituents

A 2011 survey was conducted by the TRON/AGEK Educational Foundation, Inc. to gage parents understanding of the purpose of charter schools. The results illustrated that 39% of respondents believed that charter schools were public schools; 53% said they were not.

A need assessment for a STEM charter school was conducted in 2011 via a survey tool to 325 Northwest Indiana (including Gary and Merrillville) area students and parents distributed by the Gary Girls and Boys club, Urban League of Northwest Indiana, NAACP, local churches, and community centers.

- 1. Is there a need for a school in Northwest Indiana, particularly Gary, Indiana where students can focus on science, technology, engineering, and math studies centered on the core 40 curriculum?
- 2. Is there another school in the area with this type of curriculum?
- 3. If these offerings were offered in your area would you consider this a high school choice for your children?
- 4. Is there a need for a school that will prepare students for jobs while enrolled in high school by allowing students to work on science/technology community projects and hands on engineering/medical/science internships before leaving high school?
- 5. Is there a need for science, technology, engineering teacher/role models to educate and train middle and high school students for present and future job opportunities in the Northwest Indiana area using the mandatory Core 40 curriculum?

Eighty-two percent responded and indicated a strong need for a STEM charter school in Northwest Indiana.

Create and attach Table 2 to list the positive and negative attitudes toward the charter school, based on the needs assessment.

Attach Table 2 as a PDF (Portable Document Form) named, **Attachment 2 – Attitudes Toward the Charter**

3. Applicant Founding Group

a. Founding Group Members:

Table 3a: Founding Group Members

Name	Relevant Experience/Skills	Proposed Role(s) in
	and Role in Founding	School
	Group	(if any)
Augusta DeNeal, Ph.D.	Director of TRIO Services	Legal and fiduciary
	-Ivy Tech Community	authority, fundraising,
	College (Gary Campus)	distribution of funds,
	and responsibility fo	
		the school

Elonda Ervin, Ph.D.	Director of Career Center	Legal and fiduciary
	Indiana State University	authority, fundraising,
		distribution of funds,
		and responsibility for
		the school

b. Founding Group Origin:

Organizers have applied for the 501c3 with the IRS.

c. Proposal Development:

Coupled with public school problems, a decrease in population, deteriorating economic tax base, lack of availability of high paying production jobs for the unskilled, and uneducated has dropped precipitously, with steep competition for low paying, service sector employment, the hope for economic recovery in the Gary, Indiana area looks grim. Poverty, substance abuse, domestic violence, and homicides have increased dramatically and have created a serious detriment to the quality of life in the area. All this comes together to result in the population of this area being counted among the most economically disadvantaged group when compared with state and nation statistics, particularly state and government educational standards.

Our proposal is developed on the fact that our charter school Northwest Indiana STEM Charter School (NiSe) can provide interventions, courses of action, and encouragement for a population of students to keep them successfully on track and in the educational pipeline. It is well documented that external and internal barriers to achieving an education can be overcome with individualized, direct academic support, and information. The funding of this proposal will provide in some cases, and enhance in many others, the necessary educational STEM courses, supplemental and remedial services that can significantly reduce or actually eliminate most of the barriers to a post-secondary education for the population of students we plan to serve. In the 2011 Education Supports Racial and Ethnic Equality in STEM report the disparities in STEM educational attainment was reviewed (Economics and Statistics Administration). The report highlighted that non-Hispanic Whites and Asians are more likely than other minority groups to be employed in STEM related professions. The report promotes the increase of underrepresented groups in STEM fields.

This community needs an increase in high school graduates trained in STEM related fields. NiSe will be instrumental in helping these children improve their quality of life and change their circumstances by acquiring gainful employment simple because ["neighborhood poverty has built walls around schools and classrooms that education policy does not penetrate or scale (Semel, 2010")]. The Needs Section of this proposal

describes some of the facts that have helped build and sustain these walls of poverty. The nation's poverty rate is 14%. Indiana's rate is 17.2%. Gary's poverty rate is 24%. Three Indiana cities are among the nation's cities with the highest poverty rate. Gary, Indiana is one of those cities. "Poverty crushes hope. Poverty crushes aspirations and children stop trying because they do not see the adults around them with good jobs, education and other opportunities" (Poverty News, 2010). The organizers of this proposal are successful products of this struggling environment and have published dissertations on subgroups of this population, i.e. *Black Boys and Post-Secondary Education* and *African American Women in Doctoral Programs*.

Based on all the above facts, research on rural populations, education and STEM curriculums and tested methodologies, we believe, a STEM charter school for this student population will prove to be successful and this was the philosophy that encouraged the design and purpose of this proposal.

d. Previous Submissions

None

4. Fiscal Impact

Describe the anticipated fiscal impact of the establishment of the proposed charter school on existing public and nonpublic school districts in the same geographic area.

The establishment of a STEM charter school in Northwest Indiana should have a positive fiscal impact. It will contribute to "stopping" the high school drop-out rates and increase graduation and college attendance rates.

The mind frame of how education is viewed, particularly in Northwest Indiana should be one of *prevention*, particularly in Gary, Indiana. Based on educational reports, Gary, Indiana is considered an area with a low probability of students graduating from high school and attending college. There is a high educational and economical need in the city of Gary. There is a demonstrated and important need for an increase in high school completion rates which will positively increase the college admission rates. These changes will affect student success while making a change in Northwest Indiana. Gary will no longer be seen as the "high school factory drop-out" community.

Tuition support per ADM is \$8,000 per pupil.

5. Education Management Organization

a. Name of the Organization:

American Quality School (AQS)

b. Detailed explanation of the extent of the organization's proposed role in the governance, management and/or operation of the school;

NiSe Charter School intends to enter into a contract with The American Quality Schools (AQS) Corporation, an Illinois not-for-profit corporation, as its EMO. The Principle/CEO will serve as the primary contact. NiSe chose to use AQS because of their much needed dose of experience with leading educational programs, finance, legal experience and curriculum and instructional design, entrepreneurial spirit. Their duties will include:

- ➤ Hire of the Principal/CEO in consultation with the board
- ➤ Hire all teaching faculty, teacher aides, support staff and building and grounds maintenance personnel in consultation with the Principal/CEO
- ➤ Recommend policies, procedures, and personnel training to the NiSe board and the execution of those policies approved by the board
- ➤ Coordinate and manage the full academic plan or curriculum, setting and assisting with curriculum and changes, purchasing instructional books and supplies which include all technology and software in consultation with the Principal/CEO
- ➤ Select, administrate, and report all academic testing of students in consultation with the Principal/CEO
- > Purchase of equipment, furniture and leasing negotiations
- ➤ Conduct and provide all payroll and benefit services, employee assistance program assistance and professional development of faculty and staff
- Maintain records of all funds raised from private, public and student activities (community gardens)
- Responsible for the day to day operations of the school in consultation with the Principal/CEO
- ➤ Hire and assist with termination and/or release of duties, after consideration of the foundation
- Manage the school's financial matters as required by Indiana Access to Public Records Law (IC 5-14-3). Prepare and submit bi-annual budgets for Board of Directors review
- > Select vendors and subcontractors as needed in consultation with the Principal/CEO
- ➤ Prepare student academic student achievement reports for the board in consultation with the Principal/CEO
- Provide records as required by the independent auditor and the State Board of Accounts and/or Charter or Ball State University. All records will be available to Ball State University for inspection and copying upon request
- **c.** Description of the process and criteria used to select the management organization.

After reviewing and researching potential EMO's, AQS record demonstrated that they were familiar with the target student body NiSe will serve.

d. Description of the role of the management company in selecting proposed members of the school's board of trustees

AQS reviewed the resumes of potential board members at a pre-proposal submission meeting.

- e. Attach Draft management contract or term sheet
- **f.** Attach Due Diligence Questionnaire completed by the EMO.

If Applicable, submit your draft management contract or term sheet - as a PDF (Portable Document Form) named, **Attachment 5e - Draft Management Contract**

If Applicable, submit the due diligence questionnaire completed by the EMO - as a PDF (Portable Document Form) named, **Attachment 5f – Due Diligence Questionnaire**

Education

6. Education Mission Goals

a. Mission statement:

Explain what your school intends to accomplish and your plan for student achievement.

• Core philosophy or underlying purpose of the proposed school

Northwest Indiana STEM Charter School (NiSe) mission is to provide a quality learning environment that will instruct students from grades 6 -12 through a science, technology, engineering and math (STEM) centered on the Core 40 curriculum. Our goal is to prepare students to enter 2- and 4-year post-secondary institutions in any science, technology engineering, math and medical discipline. Our ultimate goal is to prepare students to become STEM teachers, practitioners, innovators, inventors, and researchers.

• A concise plan for an innovative public school that will lead to improved educational performance

Our STEM plan is an interdisciplinary educational approach to learning where rigorous academic concepts are coupled with real-world lessons as students apply science, technology, engineering, and mathematics in contexts that make connections between school, community, work, and the global enterprise. This will enable student development of STEM literacy and with it the ability to compete in the new economy (Tsupros, 2009). NiSe will help assist with the "high" secondary dropout rates by

staying focused and consistent with our mandatory and rigorous Core 40 objectives. NiSe will prepare students with a foundation for Core 40 standards using *Preparing Middle Grades Students for High School Success: A Comparative Study of Most and Least Improved Middle Grade Schools (MMGW)*. Based on *MMGW* study, areas of emphasis in school improvement for a STEM school should include:

- ➤ Teaching literacy and numeracy skills in every academic subject, helping students use what they're learning to solve authentic problems and connect their learning to everyday life and future careers.
- ➤ Rigorous courses for all students. Even students who skills are behind many of their peers tend to succeed when they're given challenging work and the additional help and support to handle it.
- ➤ Outstanding school leaders-including principals, counselors and academic teacher-coaches-who understand how to improve student achievement and the learning environment and can help students plan their paths to success in high school and beyond.

Overall, NiSe will encourage students starting in 6th grade to complete their secondary Core 40 diploma and attend a 2 or 4-year postsecondary institution by giving them the STEM foundation necessary to compete in a global society and what a Core 40/STEM educational foundation can do for their lives. Research states that there are no national STEM standards. So the vision for the NiSe STEM curriculum will be drawn from STEM postsecondary models that have proven success. Research indicates that children in the US are not performing above standard in the STEM subjects. Performance is even lower for the children NiSe plans to serve. However, NiSe will utilize Howard Gardner Multiple Intelligence theory that endorses the belief that every student can learn but in different ways. NiSe will adopt the recommendations outlined by the National Academy of Sciences, the National Academy of Engineering, and the Institute of Medicine. They state that the function of STEM education should be:

- ➤ **Problem solvers** able to define questions and problems, design investigations to gather data, collect and organize data, draw conclusions, and then apply understandings to new and novel situations.
- ➤ **Innovators** creatively use science, mathematics, and technology concepts and principles by applying them to the engineering design process.
- ➤ **Inventors** recognize the needs of the world and creatively design, test, redesign, and then implement solutions (engineering process).
- ➤ **Self-reliant** able to use initiative and self-motivation to set agendas, develop and gain self-confidence, and work within time specified time frames.
- ➤ **Logical thinkers** able to apply rational and logical thought processes of science, mathematics, and engineering design to innovation and invention.
- ➤ **Technologically literate** understand and explain the nature of technology, develop the skills needed, and apply technology appropriately.

Our 6-12th curricula introduces young students to relevant and fulfilling science,

technology, engineering, and mathematics content in an integrated fashion through exploration of the built world around them. Contextually, NiSe will allow the students to select their own personal projects motivating them to learn. We believe and research has shown that if a child's interests are peaked and they are provided individual, directed training to equal the educational playing field; they will perform better.

b. Statement of Need:

Provide evidence there is a need for this type of school.

- Attach Table (6b) to summarize achievement data for each grade level and subgroups you intend to serve.
- Describe why this charter school design/model is an appropriate vehicle to address this need.

The NiSe STEM education design will put emphasis on the process and design of solutions, instead of the solutions themselves. This approach allows students to explore mathematics and science in a more personalized context, while helping them to develop critical skills that can be applied to all facets of their academic and home lives.

 Provide recognition of potential opportunities to improve services for students and parents.

Our 6-12th curricula introduces young students to relevant and fulfilling science, technology, engineering, and mathematics content in an integrated fashion through exploration of the built world around them. Contextually, annually NiSe will allow the students to select their own personal projects motivating them to learn. We believe and research has shown that if a child's interests are peaked and they are provided individual, directed training to equal the educational playing field; they will perform better. The administration and staff will provide an academic, no-nonsense, safe, and unique professional school experience. This type of school will level the educational playing field to negate research that predicts a high probability that these children will become and remain undereducated and unemployable in a global competitive society. The administration and staff will deliver a curriculum that includes health and nutrition consciousness beginning in the 6th grade as a measure of preventive health care and awareness. Student projects will be centered on these concerns. Parents and/or guardians will be involved with student educational development at every level, if possible.

Attach Table 6B as a PDF (Portable Document Form) named. Attachment 6b – Achievement

c. School Demographics:

Describe your intended student population.

NiSe attended population will be 6th to 12th graders from Northwest Indiana.

• Complete Table (6c) showing the demographics of your school that includes: enrollment projections and teacher to student ratio.

Table 6c: Demographics of School

	Year One	Year Two	Year Three	Year Four	Year Five	Year Six
Grades Served	6-7	6-8	6-9	6-10	6-11	6-12
Total Number	200	300	400	500	600	700
Of Students						
Student to	15:1	15:1	16:1	17:1	18:1	19:1
Teacher Ratio						

7. Instructional Design

a. Alignment

Describe how the instructional design aligns with the needs assessment.

Our instructional design mission is three fold: (1) Northwest Indiana Science & Engineering Charter School (NiSe) is to provide a "quality" learning environment that will teach a 6th -12th (STEM) and Core 40 curriculum. (3)Students will be prepared to enter programs at local 2 and 4 year post-secondary institutions in any science, technology engineering field by being introduced to STEM college classes in their junior and senior year. NiSe graduates will have the educational foundation to enter STEM postsecondary programs. We will encourage NiSe students to become STEM teachers, innovators, inventors and researchers.

We will provide a safe, nurturing and respectful environment where all students are empowered to be lifelong learners and not be afraid to be so.

b. Measurable Goals

Complete (Table 7b below): clear measurable goals and objectives that are rigorous but attainable and are aligned with State and Common Core State Standards (CCSS).

Table 7b: Goals and Alignment with State and Common Core Standards

Table 7b – Goals and Alignment with State and Common Core Standards			
Goals	Objectives		
By the Fall of 2013, 80% of students in all	Instruction time will be dedicated to		
grades will meet or exceed the Mathematics	modeling, coaching, guiding, and		
State Standards measured by ISTEP+.	explaining the process needed to solve		
	multi-step mathematics problems.		

	Practice and journaling will be incorporated at each grade level.	
By the Fall of 2013, > 80% of students in all grades will meet or exceed the Reading Standards measured by ISTEP+.	Instructional time will be dedicated to modeling, coaching, guiding and explaining teaching strategies in reading instruction in vocabulary and comprehension development focusing on open-ended, text supported responses, text-based short answer responses and constructed responses. Practice and journaling will be incorporated at each grade level.	
By the Fall of 2013, > 80% of students in all grades will meet or exceed the Writing Standards measured by ISTEP+.	Teacher will provide instruction daily in writing which includes skills lessons, coaching, modeling, writing, editing, conferencing, and publishing.	
By the Fall of 2013, > 80% of students in all grades will meet or exceed the Science Standards measured by ISTEP+.	Teachers will provide instruction daily in science which includes coaching, guiding, modeling and skills lessons.	
By the Fall of 2013, > 80% of students in all grades will meet or exceed the Engineering Standards set by NiSe as depicted in student's projects.	Teachers will provide instruction daily in Engineering which includes coaching, guiding, modeling and skills lessons.	
By the Fall of 2013, > 80% of students in all grades will meet or exceed the Technology Standards set by NiSe.	Teachers will provide instruction daily in Engineering which includes coaching, guiding, modeling and skills lessons.	

c. Support Table 7b with a brief narrative explaining how the educational program reflects a commitment to academic excellence for all students.

The NiSe's educational program reflects a commitment to academic excellence for all students because we believe:

- ➤ All students can learn
- ➤ All students can succeed
- > Students learn best when exposed to a variety of teaching
- > Deserve a safe, secure and supportive environment
- > Deserve an equal opportunity in learning
- ➤ All students and staff should be technologically literate
- Classroom instruction and learning should be student-centered, meaningful, and engaging to the greatest extent

- ➤ Discipline should be structured to create and teach positive behavior
- ➤ Life-long learners are created when students value learning
- Teachers are knowledgeable, passionate, enthusiastic, and motivators of learning
- ➤ Parents and community play an integral part of each child's education
- **d.** Explain the instructional design and how it supports the goals and objectives. If your instructional design requires a contract and/or major expenditure, list the amount here along with the line item in the budget.

All of the above standards exist in the form of the National Science Education Standards (NRC 1996); the National Council of Teachers of Mathematics Standards (NCTM 1989 and 2000); the National Education Technology Standards for Students (ISTE 1998, 2007); and the Standards for Technological Literacy (ITEA, 2007). According to research these standards represent a national consensus of the scientific, mathematical, and engineering communities of what constitutes quality education and the educational systems needed to support that education. They were reviewed by thousands of scientists, mathematicians, and engineers, along with dozens of professional societies before being released. No extra contract will be needed. Board members are experts in this area.

e. Describe how students have learning opportunities and experiences based on best practice.

Our best practice approach will be the recommendations of the only charter school within the Gary area that has passed AYP, 21st Century Charter as stated in Table 7b. The only one in Merrillville begun August, 2011. We will consult with 21st Century School after the proposal is approved for recommendations. Also, NiSe will utilize the *Making Middle* Grades Work (MMGW) model which has been proven to help improve student learning with the population of students that NiSe plans to serve. The MMGW model is a framework of goals, key practices and conditions that, when implemented, result in more students leaving the 8th grade with academic, social and developmental needs being met early for challenging high school studies. The model also pointed out that about half of beginning 9th graders (nationally) reported they do not have the writing skills they need for high school, and even higher ratios say they are underprepared in math and science. It is any wonder that failure rates are so high in the 9th grade. More importantly, schools that use the MMGW practices have shown the most improvement in student achievement among schools involved in the network. These schools have begun to close achievement gaps between students of various backgrounds, provide students with greater support, challenge more students to take and succeed more rigorous courses, and help students plan more effectively and seriously about education and a their future profession. Several students in their network of schools have shown major student achievement gains on their assessment and state test scores.

f. Explain how implementation of instructional strategies and methodology central to the design will be monitored for consistency, fidelity and impact.

Teachers will assess and build an individual service plans for each student based on the instructional designs. Administration and lead teachers will be held accountable for the student's ultimate success. These types of individual service plans will be monitored throughout the year, reviewed at staff meetings and development each year to fit student needs. We realize that our instructional strategy and design must be a curriculum that develops and deepen student understanding. There must be evidence of student understanding when students apply their STEM knowledge throughout and within the context of their core classes. We will make sure that our instructional strategies is not just text, lecture and technology based; but, "old fashioned" developmental hands-on practices. Most important, our curriculum and assessment will be reviewed for needed adjustments to both the curriculum and instructional delivery.

g. Explain how formative and summative assessment will be used to inform instruction and refine your instructional design.

All beginning 7th grade students will be given a middle school assessment focusing on reading, mathematics, and science skills accompanied by student and teacher surveys. The performance goals for the middle grades assessment represent grade-level work and high school readiness. Students who meet these goals are likely ready for the challenging academic studies they will be introduced upon entering the 9th grade. Based on this assessment, all beginning students will start by taking two of the following subjects in the summer prior to enrolling in the 8th grade at NiSe (pre Math, pre-Algebra, pre Biology and pre-Chemistry), plus any other remediation needed.

8. Calendar and Daily Schedule

Create and attach Table 8, to show how you will maximize academic learning time.

Attach Table 8 as a PDF (Portable Document Form) named, **Attachment 8 – Calendar and Daily Schedule**

9. Curriculum and Instructional Methods

a. Provide an overview of the school curriculum and how it provides access to a common academic core for all students.

Northwest Indiana STEM Charter School (NiSe) mission is to provide a quality learning environment that will instruct students from grades 6 -12 through a science, technology, engineering and math (STEM) centered on the Core 40 curriculum. See Sample Copy of Curriculum below:

NiSe Charter School Proposed Curriculum Sequence 40 Credits required for Graduation – 9-12th Grade

Indiana	Grade 9	Grade 10	Grade 11	Grade 12
Requirements 40 Total State Requirements				
English/Language Arts (8)	English 9 English 9 Honors	English 10 English 10 Honors	English 11 English 11 Honors	English 12 English 12 Honors Creative Writing
Mathematics (6)	Business Math Pre-Algebra Algebra 1 Honors	Pre-Algebra Algebra I Geometry Geometry Honors	Algebra I Geometry Adv. Algebra/Trig	Geometry Adv. Algebra/Trig Calculus
Science (6)	Earth Science Earth Science Honors	Biology Biology Honors Earth Science	Chemistry Chemistry Honors Biology	Chemistry Anatomy/ Physiology - *DC
Social Studies (6)	U.S. History	U.S. Government	Economics	Psychology - *DC Sociology- *DC
Directed Electives (5)	Japanese I Chinese Spanish I	Japanese I Japanese II Chinese I Chinese II Spanish I Spanish II	Japanese I Japanese II Japanese III Chinese I Chinese II Chinese III Spanish I Spanish II Spanish III	Japanese II Japanese IV Chinese II Chinese III Chinese IV Spanish II Spanish III Spanish IV
Physical Education (2)	Physical Education Yoga	Physical Education Yoga	Physical Education Yoga	Physical Education Yoga
Health & Wellness (1)	Gardening I Health I Food 1 Life Skills 1	Gardening ll Health ll Food ll Life Skills ll	Gardening lll Health lll Food lll Life Skills lll	Nutrition - *DC
Electives (6)	Computer Fundamentals	CAD 1 - *DC	CAD II - *DC	**Externship
	Computer Fundamentals	Engineering 1 - *DC	Engineering 11 - *DC	**Externship
	Computer Fundamentals	Anatomy Physiology 1	Anatomy Physiology ll	**Externship

*Ivy Tech Community College – Dual Credit Enrollment **STEM Externship

As you can see from the NiSe curriculum, students will earn a Core 40 diploma and take college credit courses in their junior and senior high school years. NiSe high school seniors can graduate from high school with six or more college (transferable) credits. In some cases, students can earn enough credits to apply for a technical certificate at Ivy Tech Community College their first or second semester of college!

The curriculum will be aligned with Indiana academic standards. Teacher lesson plans will demonstrate those standards through both NiSe and college credit classes. Our future plans include college courses offerings at the NiSe facility. Changes are expected to not only impact curriculum, delivery methods and teaching pedagogy.

b. Describe how the curriculum links to the school's mission and instructional design.

NiSe's philosophy is taken from Howard Gardner's Multiple Intelligence Theory which states that every child can learn and John Dewey' thought that "education is not preparation for life, education is life itself". Both will be the running theme of the NiSe Charter School. Our philosophy is that every child can learn in this discipline focused learning environment (science, technology, engineering and mathematic) and will be the core of our relationship with the students. There is not enough money and time to keep children busy so we have to reach out to the community. The majority of the organizers and board members are educators and has worked with the population of students that the charter school plans to serve. For example, Dr. Augusta DeNeal has experience with working with low-income, first generation children from the Gary area and has a proven success rate. Where state and government reports show how Gary students perform poorly academically as a whole, the TRIO program proves just the opposite. Out of the 600 students that are served by this program in Gary, over, 90% persist and are promoted to the next grade and over 75% attend a 2 or 4-year post-secondary institution. The instructional design used with these children will be used with the charter school. This not only includes academics; but, social and cultural components. The cost for this supplemental program (that we will partner with) is free. However, to become part of the TRIO program, a student must be first generation and low-income throughout their tenure at the school. All extracurricular activities at NiSe will involve the parents. This is just another way of ensuring that the learning experiences and activities offered by NiSe will be continuous and involve the parents. This in itself reinforces the connection between school, community and home and most important, enlists the parents' involvement in

c. Explain how you will ensure the curriculum and instruction are aligned to standards.

We looked at several curriculums that centered on STEM middle and high schools and compared to Indiana standards. However, we were struck with the content of the *Making* Middle Grades Work (MMGW) and the Massachusetts Science and Technology/Engineering Curriculum. The state of Massachusetts has one of the highest STEM state standards pass rate for children in rural areas. Both methods matched the intent of this proposal for the population of students this school will serve. Time is of the essence when over half of Gary, Indiana students are not completing high school and ones that do, are not skilled and trained for the competitive job market locally or globally. Completing a high "quality" high school diploma is more important than ever before. More important, students from the Northwest Indiana or Gary area cannot be expected to exceed in rigorous high school studies if they do not receive a "quality" preparation before entering the 9th grade. Many students entering the 9th grade are not prepared for the more demanding course work required of high school students. We have to align a transitional curriculum for middle to high school. NiSe will start in the 6th grade beginning with an educational framework that will be individualized and differentiated. Beginning in the 6th grade, the focus will be on Core 40 requirements and STEM classes. In the 6^{th} grade, each child will prepare a science project centered on problem solving. Upon passing the 6th grade, students will continue to the 8th grade using the same STEM curriculum with upper level training. Upon successful completion of the 8th grade, students will be placed in the 9th grade where their high school focus will be centered not only on Core 40 and STEM but, science, technology, engineering, mathematic careers. In the 10th grade, students will start taking dual credit classes at either Indiana University Northwest or Ivy Tech Community College where they will have a choice in pursuing a degree in Pre-Engineering, Surgical Technology, Paramedic Science or Pharmacy Technician. NiSe students will already have had STEM foundation classes before taking dual credit classes.

d. Describe what instructional strategies and methodologies are central for all teachers to know and use. If your instructional strategies require a contract and/or major expenditure, list the amount here along with the line item in the budget.

To make sure that teachers and staff understand development of the students that NiSe will serve, a professional development workshop will be conducted one month prior to joining their staff and every quarter thereafter. Dr. Elonda Ervin (foundation member) will conduct the teacher and staff training.

Technology

e. Describe how effective use of media and technology supports learning goals.

Technology such as MyWritingLab, MyMathLab, STEMway, PLATO, etc. will be used as learning tools and focus on continuation of major building goals: improved student technological practices, teacher embedded technological skills and their relationship to instruction, and enhanced communication.

It is understandable that teachers and staff working with students must be first and foremost the forerunners of technical knowledge to support our instructional technology mission because of student tracking, testing, information systems, and assessments.

All classrooms will be equipped with computers (headphones) with installed instructional programs along with mentioned software, particularly at the middle grades. All NiSe students will be supported with the use of the PLATO Program (computer assisted instruction). PLATO is an instrument not only aligned to ISTEP, but ACT, SAT, and GED standards as well. This technology is used to assess student progress in mastering skills in reading, language, mathematics and other school subjects. The PLATO student progression at each subject level is based on how well the student has answered prior questions. As the student answers correctly, the questions become more difficult. The computer program instantly analyzes the student's response to each question and determines the appropriate difficulty level throughout the diagnostics test. If the student answers incorrectly, the questions become less difficult. Each child is appropriately challenged at his or her functional achievement level. According to research, assessments of PLATO have created a mastery of 80% based on teaching the Indiana content standards. The analysis of the PLATO generated student data will be used to determine successful instructional strategies and to assess the remediation needs of students who do not attain mastery students. All classes will have data projectors, printers and projection screens.

f. Describe how technology will be used to provide access to the curriculum and to deliver instruction using the internet or other electronic means.

All students and staff will be technologically literate. Also, classroom instruction and learning will be student-centered, meaningful and engaging to the greatest extent possible. Students and teachers will work together (learn from each other) by having data information readily available to students and teachers to accomplish school tasks. NiSe will embrace software like Blackboard and WIMBA on line where students can work on their subjects anytime of the day. A computer lab will be open, like on college campuses, after-school and on weekends with resource media specialists available. Lap-tops will

also be available for loan while in the facility.

g. Explain how technology will enhance communication and technical support to students and parents.

We adopt school-wide parental communication goals: return all voicemail and e-mails from parents within 24 hours, send bi-weekly correspondence informing parents of upcoming assignments, quizzes, tests, and classroom projects and updates. The school will update the Web grade system each week and provide a mid-year progress report and final grades via the web.

h. List the amount budgeted for technology as well as the line item in the budget for technology costs.

\$100,000

10. Evaluation of Student Performance

a. Describe how student performance will be used to improve student achievement and attain the stated learning goals and objectives from (7b).

All beginning 6th grade students will be given a middle school assessment focusing on reading, mathematics, and science skills accompanied by NiSe counselor comments. The performance goals for the middle grades assessment represent grade-level work and high school readiness. Students who meet these goals are likely ready for the challenging academic studies they will be introduced upon entering the 9th grade. Based on the 6th grade assessment, all beginning students will start by taking a four week pre Math and Writing classes prior to enrolling in the 6th grade at NiSe. Starting the first semester, all instructional content is evaluated for student mastery, achievement after which instruction and remediation is based on these results. No student will be lost in the educational loop at the NiSe School.

b. Organization Framework. Create a Table or Chart (10 b.) to detail the assessment system.

Attach Table 10b as a PDF (Portable Document Form) named, Attachment 10b – Assessment System

11. Special Populations – Anticipated Needs

a. Describe how you will determine the school's potential special needs students (disabilities, ELL, advanced, struggling).

In addition to the evaluation plan mentioned in 10a, PLATO self-assessment program will be used continuously. The analysis of the PLATO generated student data will be used to determine successful instructional strategies and to assess the remediation needs of students who do not attain mastery students. Assessments will be continuous and not only include traditional examinations and tests; but, include summative performance evaluations like PLATO guided by rubrics that will include student electronic portfolios to demonstrate mastery of skills and content. Instructional staff will develop self help assessments for course work guided by the standards and analysis of student's learning needs. Our intent is that students will understand academic standards and be allowed to self access their own mastery along with teachers and understand the importance of subject mastery, content and progressing to the next level. Remediation will always be available to assist in this regard both at school and after school. That is why it is so important to connect with partners in the area like Ivy Tech TRIO that can help with assisting students during the times that we cannot to allow students to have extra academic guidance from proven success programs. TRIO is known for embracing students that are struggling academically, socially and culturally.

b. Include a review of demographics, including incidence rate, of the districts surrounding the proposed school.

The mind frame of how education is viewed, particularly in Northwest Indiana should be one of *prevention*, particularly in Gary, Indiana. Based on educational reports, Gary, Indiana is considered an area with a low probability of students graduating from high school and attending college. There is a high educational and economical need in the city of Gary. For example, over 90% of the children living in this area are on the free-lunch program. Over 42% do not graduate from high school. There is a demonstrated and important need for an increase in high school completion rates which will positively increase the college admission rates. These changes will affect student success while making a change in Northwest Indiana. Gary will no longer be seen as the "high school factory drop-out" community.

Educational attainment and academic achievement are a primary concern of the target communities. Coupled with public school problems, a decrease in population, deteriorating economic tax base, lack of availability of high paying production jobs for the unskilled, and uneducated has dropped precipitously, with steep competition for low paying, service sector employment, the hope for economic recovery in the Gary, Indiana

area looks grim. Poverty, substance abuse, domestic violence, and homicides have increased dramatically and have created a serious detriment to the quality of life in the area. This all comes together to result in the population of this area being counted among the most economically disadvantaged group when compared with state and nation. NiSe can provide interventions, courses of action, and encouragement for a population of students to keep them successfully on track and in the educational pipeline. Educational, social and cultural support can help them thrive.

Poor Families by Family type (2008)			
20.5%			
7.7%			
72%			
	20.5% 7.7%		

Source: Gary, Indiana (IN) Poverty Rate Data (2010)

Gary vs. State - Other Poverty Indicators (2008)					
·	Gary	Indiana			
Children below Poverty	47.9%	16.7%			
level					
Poverty rate among high	28.0%	17.1%			
school graduates					
Poverty rate among people	46.9%	34.9%			
who did not graduate high					
school					

Source: Gary, Indiana (IN) Poverty Rate Data (2010)

Poverty statistics pertaining to the region's children are disconcerting. In Northwest Indiana in 2007, 22% of residents under the age of 18 lived in poverty. In other words, nearly one in four children fell below the poverty line. In 2008, 18% of U.S. children lived in poverty. In Gary, children below the poverty level reached **47.9%.** The children below poverty levels exceeded the state by 31% in Gary alone.

c. Summarize performance data for district populations and subgroups on applicable State assessments (ISTEP+, IREAD, IMAST, ISTAR, ECA).

Based on information that was accessible: ISTEP Results for Gary Indiana School Corporation, ISTEP (Biology I) pass rate alone – 741 students tested in Biology and 702 did not pass. All other published statistical analysis and assessments depict the same reality.

d. Summarize the survey data that includes the perception of the community you will serve.

In the state of Indiana, in the 2010 estimated census report, approximately 60% of Black children live in low-income families. Approximately, 80% of Hispanic children live in low-income families. The nation's poverty rate is 14%, Indiana's rate is 17.2%, and Gary's family rate is 27%. Gary is one of the three Indiana cities among the nation's cities with the highest poverty rate. The nation's perception of Gary, Indiana is negative. "Poverty crushes hope. Poverty crushes aspirations and children stop trying because they do not see the adults around them with good jobs, education and other opportunities" (Poverty News, 2010). Poor children in this area see mothers heading the household.

12. Serving Special Populations

Identifying and Serving Special Needs

a. Explain the specialized resources the school will devote to serving students with special needs

In order for students to be successful, they will be supported not only academically; but, socially and culturally. There will be a certified Special Needs teacher on staff, after school and week-end tutoring, and ELL assistant - all of which will eliminate barriers and equal the playing field for all students. There will be teachers on staff that are able to teach ESL classes.

- ➤ It will be the policy of NiSe to provide a variety of educational programs, services, equipment and facilities to accommodate the special needs of all students.
- ➤ It will be the policy of NiSe to provide specially designed instruction to meet the unique needs of students identified as disabled in accordance with the special education regulations.
- ➤ The Board will support staff efforts to promote, develop and implement programs, which meet the learning needs of students in cognitive, affective and psychomotor performance and behavior on an individual student basis according to Indiana law.
- ➤ The Board will consider homebound or hospitalized programs for students unable to attend school because of special health problems, temporary illnesses or injuries that preclude their attendance at school. The Board will require a medical doctor's statement indicating that because of the disability, the student will be confined to home or hospital for an extended period of time.
- ➤ NiSe will use an individualized academic model for bi-lingual students that include computer software.

- **b.** Describe how the supplemental instructional design will meet the educational needs and goals of these students.
 - ➤ Provide supplemental instruction design programs (e.g. TRIO), especially for 7th and 8th graders who are not ready for challenging high school studies.
 - Create opportunities for middle graders to explore the world beyond school through (TRIO) program.
 - Support a system that integrates habits of success (reading, study and organizational skills) into the middle grade curriculum evenings and after school.
- **c.** Summarize any research or evidence that supports the appropriateness of the school's approach to serving students with special needs.

NiSe will prepare students with a foundation for Core 40 standards using *Preparing Middle Grades Students for High School Success: A Comparative Study of Most and Least Improved Middle Grade Schools (MMGW)*. The *Making Middle Grades Work* (MMGW) model has been proven to help improve student learning with the population of students that NiSe plans to serve. Schools that use the *MMGW* practices have shown the most improvement in student achievement among schools involved in the network. These schools have begun to close achievement gaps between students of various backgrounds, provide students with greater support, challenge more students to take and succeed more rigorous courses, and help students plan more effectively and seriously about education and a their future profession. Several students in their network of schools have shown major student achievement gains on their assessment and state test scores.

Based on MMGW study, areas of emphasis in school improvement for a STEM school should include:

- ➤ Teaching literacy and numeracy skills in every academic subject, helping students use what they're learning to solve authentic problems and connect their learning to everyday life and future careers.
- ➤ Rigorous courses for all students. Even students who skills are behind many of their peers tend to succeed when they're given challenging work and the additional help and support to handle it.
- ➤ Outstanding school leaders-including principals, counselors and academic teacher-coaches-who understand how to improve student achievement and the learning environment and can help students plan their paths to success in high school and beyond.
- **d.** Explain the process that will be used to monitor the achievement and progress of students with special needs.

NiSe will recruit the right people to become middle grade teachers and prepare them to work with 9-12th grade teachers in aligning curriculum, instructional activities, classroom

assignments and assessments to high school readiness standards.

Guidance Counselor and Lead or Level I teachers will use computerized assessment tests that provide data that will help place students at their appropriate reading and math levels and track their progress while at NiSe.

e. Describe the process that will be used to evaluate the efficacy of the program and ensure that the needs of these students are being met.

In order for students to be successful, they will be supported not only academically; but, socially and culturally. There will be a certified Special Needs teacher on staff, after school and week-end tutoring, and ELL assistant - all of which will eliminate barriers and equal the playing field for all students. As research shows, most charter school serve a special needs population of students. To serve these students, NiSe will hire a dedicated special education teacher who will be fully responsible and licensed in the necessary disability and supplement service area and agencies such as Vocational Rehabilitation and Edgewater. This teacher will be responsible for the identification and accommodation services of all special needs students at NiSe by following all the regulations in the Indiana Administrative Code, Article7, and Federal laws of Individuals with Disabilities Education Act of 1973 and American Disabilities Act of 1990. There will be teachers on staff that are able to teach ESL classes.

f. Create and attach Table (12f) to show the personnel that the school will specifically devote to serving special populations and the associated administrative responsibilities. Include the amount here along with the line item in the budget.

Attach Table 12f as a PDF (Portable Document Form) named, **Attachment 12f – Personnel for Special Populations**

13. Student Discipline Program

a. Describe the school's proposed student discipline program including: school-wide discipline methods (positive behavior supports, etc.). If your school-wide discipline requires a contract and/or major expenditure, list the amount here along with the line item in the budget.

Regular attendance by students is essential. Students at NiSe are expected to demonstrate punctuality and dependability in meeting assigned responsibilities. Students who are not in their designated rooms at the time the bell rings to start a classroom period are tardy. Students who are tardy to class during the day should report directly to their class and not

the attendance office. Students who arrive to school late must report to the office for admittance into. Truancy is an absence without parent/guardian approval and school knowledge. The compulsory attendance laws of the State of Indiana require each child who is more than seven years of age and not more than seventeen years of age to be in school each day that school is in session. If other corrective measures fail, the habitual truants will be subject to the provisions of Section 31 of Public Law-218-Student Due Process. The administration and staff may take any action which is reasonably necessary to carry out, or prevent any interference with the carrying out of any educational function. Although it is impossible to list all kinds of disruptive behavior, the following are examples that will not be tolerated and could result in disciplinary action: vulgar, obscene, alcohol or other acts, failure to follow directions of school personnel, gambling in any form, use or possession of tobacco, alcohol, or other drugs, possession of weapon of any kind, fighting, pushing, shoving or scuffling of any type, boy-girl physical contact. Discipline will be structured to create and teach positive behavior.

b. Research that it is appropriate and effective for the school's intended population

As mentioned earlier, we reviewed several STEM curriculums; however *MMGW* and the *Massachusetts Science* and *Technology Engineering* curriculum model would be the most effective for the population of children we plan to serve.

c. Link to the school's mission and instructional design.

Based upon the above fact, both methodologies for the curriculum match the intent of the proposal.

14. **Professional Development**

Staff Experience and Expertise

Describe the potential staffs' experience in teaching and how their expertise will support the instructional design and improve student learning opportunities.

Staff employed by NiSe and the Board is the most important resource for professionally and effectively conducting a high quality learning environment and programs. It takes a team effort from all constituencies to make sure this takes place. NiSe will hire the most competent personnel, conducts continuous staff develop (NiSe's Teacher's Institute) and establish rules and policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to the mission of NiSe, nothing less. NiSe will ensure that all teachers will meet the Indiana state teacher certification and licensure requirements at the time of hire by requiring legal copies of licensures through the Department of Education. NiSe will use all possible avenues to attract and retain teachers that meet the requirements of No Child Left Behind Act and with STEM credentials.

Professional Development Plan

a. Describe staff development priorities and how these priorities align w/ goals for student performance, program design and staff needs.

The goal is to develop and implement procedures for personnel recruitment, screening, and selection which will result in employing candidates with the highest capabilities and commitment to a high quality education therefore assuring the greatest probability of effectively implementing NiSe's academic and service initiatives. Our plan is to develop a working environment in which staff performance and morale are produced. NiSe will not only to provide training, but any other training or staff development to improve the school's mission or the staff member's career development options. NiSe will develop and use positive evaluation practices which contribute to the improvement of staff and learning academic programs. NiSe believes wholeheartedly in equal opportunity for all people in employment regardless of race, religion, national origin, political affiliation, sex, age or handicap.

b. Describe a multi-year/long-term professional development plan.

To make sure that teachers and staff understand student development of the students that NiSe will serve all professional staff will attend professional development one month prior to joining the school and every quarter thereafter. Staff development training not only will include student development using well research literature but; diversity, special needs, curriculum (ESL) development and design, customer service as well.

c. Explain the system for ongoing staff development.

A literacy coach will provide all core teachers with strategies, activities and feedback to assist in their professional growth. The staff will be asked to review and utilized new technologies that will increase student retention, participation and success. Books and periodicals that address issues related to middle level students and their education. Semi-monthly staff meetings to provide time for speakers on topics ranging from autism to classroom management. The Principal/CEO will develop and provide a professional growth booklet to each teacher. The guide will list a multitude of workshops available throughout the school year to teachers in every curricular area. Vertical teaming and collegial observations will provide opportunities to share with peers.

d. Describe how the professional development system will evaluate effectiveness and implement a clearly defined evaluation process for transitioning PD content to classroom practice.

The curriculum will be aligned with Indiana academic standards. Teacher lesson plans will reflect the state standards. All scope and sequence for each subject will be tailored to Indiana standards. This process will assure compliance with State Board of Education

requirements. All curricular offerings will be reviewed on a regular basis and as frequently as necessary to maintain standards. Consistent reviews will take place with text book adoption activities. A committee will also be responsible for upgrade or modification of existing written curriculums and offerings as well as in-service staff approval and training. This committee will meet quarterly.

NiSe will use the Child-Experience Approach for curriculum. This curriculum holds that the position of the teacher should be that of guide. His/her duty is to observe the spontaneous activities of each child. For an example, research has demonstrated that if a child attempts to learn too many words in a day the result is likely to be a failure to master any of them. NiSe's small number of students per class will allow the teachers to assess and individualize teaching styles if necessary for identified students. Alert teachers will capitalize school situations to promote education. "Being a caring and supportive teacher means holding students accountable while providing the support they need to succeed (Stipek, 2006). There are a variety of classroom practices that convey a message of support to students: clearly stating the quality and level of work necessary to meet standards; clearly defining classroom rules; convincing students that, through smart effort, they can do well; helping students meet standards; and holding students responsible for redoing work until it meets standards. Teachers will be held responsible for holding high standards for students, clearly indicated by classroom rules and the amount and quality of work required to earn good grades.

e. Explain how resources/ budgets are realistic and aligned to activities identified in the professional development plan based on needs and priorities. Include the line item in the budget and the amount of the allocation here.

Resources are realistic based on the expertise of the teacher and administrative training – cost is outlined in budget (\$5000). New teachers will attend the NiSe Teachers Summer Institute, "in-house" professional development centered on the STEM and Core 40 curriculum and any other specialized trained determined by the budget.

15. Co-Curricular and Extracurricular

(Indicate if not applicable to your school)

a. Describe the school's plan for providing co-curricular or extracurricular programs and how they will be funded and delivered. Include the line item in the budget and the amount of the allocation.

All students will be encouraged to support and participate in extra-curricular activities. The organization of clubs will be vital for the success of NiSe students. At the beginning of the year students will be asked to become members in at least one club. Clubs will be developed based on student feedback and professional organization interest. Examples of

such organizations are:

- ➤ Mu Alpha Theta honor society for mathematics
- > Student Government
- > English Honor Society
- Quill and Scroll International Honorary Society for High School Journalists
- ➤ Alpha Epsilon Agricultural, Food, and Biological Engineers
- ➤ Technology Honor Society
- ➤ Debate Club
- > Entrepreneurial Club
- > Junior Achievement
- **➢** Boy Scouts
- ➤ Girl Scouts
- > Chest Club
- > Choral
- Orchestra
- Computer Club
- > Forensics Club
- ➤ Gardening Club
- ➤ Academic Super Bowl
- **➤** Olympiads
- ➤ Various Sports Teams

NiSe will provide a variety of competitive sports for both boys and girls at all grade levels. Prior to participation in practices or competitions, student athletics must have a completed physical and signed code of conduct from participating students. Students must abide by all school and national society rules and regulations while in attendance at school functions or school sponsored activities.

A scholastically eligible student shall have an overall GPA of 2.0 for the previous grading period. Students who have been declared ineligible during a grading period may appeal to the Principal for an eligibility waiver.

b. Describe the school participation fees associated with extra-curricular activities (if applicable), including the school's policy on fee waivers.

There will be a small participation fee for extra-curricular activities. Fees are waived if student's GPA is 3.0 or better.

c. Describe how your plan meets Title IX requirements.

The impacts of Title IX of the Education Amendments of 1972 (sex discrimination) and Section 504 of the Rehabilitation Act of 1973 (discrimination against the disabled) are excellent examples of how indirect controls may strongly influence schools and their organization and administrative operations. NiSe will meet Title IX requirements.

16. Transition Plan

a. Describe the strategies and activities that will support students' transition from one grade span to the next.

Our 6-12th curricula introduces young students to relevant and fulfilling science, technology, engineering, and mathematics content in an integrated fashion through exploration of the built world around them. Contextually, NiSe will allow the students to select their own personal projects motivating them to learn. We believe and research has shown that if a child's interests are peaked and they are provided individual, directed training to equal the educational playing field; they will perform better. The administration and staff will provide an academic, no-nonsense, safe, and unique professional school experience. This type of school will level the educational playing field to negate research that predicts a high probability that these children will become and remain undereducated and unemployable in a global competitive society. The administration and staff will deliver a curriculum that includes health and nutrition consciousness beginning in the 6th grade as a measure of preventive health care and awareness. Student projects will be centered on these concerns.

b. Identify additional "transition" issues that will affect your school and describe how you will address them.

We have to align a transitional curriculum for middle to high school. NiSe will start in the 6th grade beginning with an educational framework that will be individualized and differentiated. The administration and staff will allow the students to select and develop science, technology, engineering, and math projects with the assistance of Purdue University Calumet engineering graduate students. Instruction and student projects will be centered on STEM concepts with a focus on Core 40 standards. NiSe graduating seniors will participate in a 3-week internship within a STEM related company or agency cumulating in a senior capstone presentation. An externship experience will allow juniors to actually feel, experience and work in a field that they are studying. It is essential to increase the skills 6-8 graders will be required to success graduate from high school and seriously consider a job in a STEM related occupation. This is where the administration will make sure each child is matched with an Individual Service Plan (ISP) that tracks their academic progression to meet the rigorous academic curriculum which will be integrated through cooperative and collaborative instruction at all times of the students tenure at NiSe.

Again, beginning in the 6th grade, the focus will be on Core 40 requirements and STEM classes. In the 6th grade, each child will prepare a science project centered on problem solving. Upon passing the 6th grade, students will continue to the 8th grade using the same STEM curriculum with upper level training. Upon successful completion of the 8th grade,

students will be placed in the 9th grade where their high school focus will be centered not only on Core 40 and STEM but, science, technology, engineering, mathematic careers. In the 11th grade, students will start taking dual credit classes at either Indiana University Northwest or Ivy Tech Community College where they will have a choice in pursuing a degree in Pre-Engineering, Surgical Technology, Paramedic Science or Pharmacy Technician. NiSe students will already have had STEM foundation classes before taking dual credit classes.

Organization

17. Parental Involvement

a. Describe how the school will identify the needs of students and their families to provide opportunities for effective parental involvement and benefit adult family members.

NiSe will have a parent advisory council where parents will be invited to board meetings on a quarterly basis to listen and give feedback on school activities and academic planning. We will adopt school-wide parental communication goals: return all voicemail and e-mail from parents within 24 hours, send bi-weekly correspondence informing parents of upcoming assignments, quizzes, tests, and classroom projects and updates. The school will update the Web grade system each week and provide a mid-year progress report and final grades via the web.

b. Explain the school's plan for parental involvement with the goals the school will achieve and how parents can realistically assist.

All NiSe activities will involve the parents. This is a way of ensuring that the learning experiences and activities offered by NiSe will be continuous and involve the parents. This in itself reinforces the connection between school and home and enlists the parents' involvement in their child's educational journey. NiSe will develop a:

- Support system in orienting middle grades students and their parents to high school expectations, beginning in the 6^{th} grade.
- > Support system in orienting students in high school and their parents to college choice, finances, and expectations early on.

Parents and guardians will be encouraged from day one to be part of their children's educational journey at the school. Parents and guardians will be notified of acceptance or denial at the end of the NiSe student review which will include a parent/student/ NiSe counselor session to gain more information on the student.

c. Describe programs and activities that will support parents' engagement in their students' academic success (i.e., assessments; standards; expectations; goal setting; feedback).

Parent participation and involvement in the daily business of educating children is an essential part of life at NiSe. The very active Parent Advisory Board will be recognized and honored at yearly award functions. The Parent Advisory Board will support school

programs and sponsors events in and outside of the school.

- > Fun Fridays
- > Open House
- Orientation
- Fundraising
- ➤ Recognition Programs
- ➤ Homecoming Dances
- Market Day
- ➤ Book Fair
- > School Musical
- ➤ Holiday Luncheons
- ➤ Fine Arts Show
- > Technology Fair
- Robotic Fair
- ➤ Health Fair, etc

d. Explain how the school will make the community aware they can be involved.

The foundation and the governing board will be made of up of community members, leaders and parents from across Northwest Indiana. The community will be able to attend open Board meetings. The legal entity, which serves as the organizer of the NiSe Charter School is the TRON/AGEK Educational Foundation, Inc. a not-for-profit organization. This group brings an educated, community experience constituents to the idea of designing not only an excellent but "elite" school to the Northwest Indiana community. This group has a collective and shared experience with the community, managing corporate, state and government programs. The Organizing Group has an extensive network of community leaders, advisors and partners which include local nonprofits such as Town Manager of Merrillville, Northern Indiana Public Service (Nipsco), Karen Freeman (Atty. and democratic nominee for Mayor, Chancellor of Ivy Tech Community College (Gary Campus), Indiana University (Northwest), Methodist Hospital, Ivy Tech Community College (TRIO) program, NAACP, Urban League of Northwest Indiana, Boys and Girls Club, and YWCA. All constituencies are prepared and eager for the opportunity to assist and/or giving recommendations and feedback on designing, implementing and maintaining the NiSe STEM Charter School in the community. The NiSe Charter School will maintain high morals, firm goals, integrity, fiscal responsibility, and an on-going commitment to our students and community. We will always maintain professionalism representing the public (charter) school system's integrity.

e. Describe activities that will provide parents opportunities to influence the management of the school.

NiSe will have a parent advisory council where parents will be invited to board meetings on a quarterly basis to listen and give feedback on school activities and academic planning. We adopt school-wide parental communication goals.

18. **Partnerships / Contracts**

a. Identify any partnerships or contractual relationships central to the school's operations or mission. Include the amount in the budget for partnerships or contractual relationships and the line item in the budget here.

The Organizing Group has an extensive network of community leaders, advisors and partners in the community where partnerships and contractual relations will be formed with the same commitment to high morals, firm goals, integrity, fiscal responsibility.

ELONDA NOTE LINE ITEM FROM THE BUDGET

b. Explain the purpose of the partnerships or contractual relationships.

To leverage financial resources and stay abreast of community concerns NiSe will partner and use contractual services upon the approval of the board.

19. **Organizational Structure**

a. Create and attach an organizational chart (19a) for the school. Support the chart with a narrative description outlining the school's organizational structure.

The NiSe Charter School intends to enter into a contract with The American Quality Schools (AQS) Corporation, an Illinois not-for-profit corporation, as its EMO. While the foundation engages in a wide number and variety of activities it will oversee the proposed charter school as follows:

- A. The foundation will retain all legal and fiduciary authority and responsibility for the school.
- B. The foundation will establish a Northwest Indiana STEM Charter School (NiSe).
- C. The foundation will assure compliance with all state/local/federal agencies and Ball State Charter authority.

The organizer body will maintain an office on the school site. The Organizing body has no other purpose but to develop a high quality charter school with the purpose of addressing the needs of the population of students that the school plans to educate and serve. Board members will be no more than nine members selected by the foundation. The length of the term of board members will be 3-years with staggered terms. The board will function under the umbrella of the foundation. It will have no legal or fiduciary rights but will act in an oversight and advisory capacity. The Principle/CEO will serve as

the primary contact. The Principal/CEO will provide day-to-day academic and staff management of the school. The school faculty and staff will report directly to the principal. The candidate will oversee the administration of all the NiSe school activities and functions and have final approval on all levels.

Attach Table 19a as a PDF (Portable Document Form) named, **Attachment 19a – Organizational Chart**

b. Provide a rationale for choosing this structure, and the roles of any management or partner organizations.

Based on the research and organization of other charter schools provides sound rationale for choosing NiSe's organizational and management structure.

20. **Governing Board**

a. Describe the responsibilities as a whole, individual officer responsibilities, election/ selection processes and terms, and removal of board members.

Board members will be no more than nine members selected by the foundation. The length of the term of board members will be 3-years with staggered terms. The board will function under the umbrella of the foundation. It will have no legal or fiduciary rights but will act in an oversight and advisory capacity. This board will be comprised of nine members. The remaining members of the board will also be selected by the full board.

The duties of the board will be:

- To discuss, review and initiate school policy
- To work directly with the Foundation on school direction
- > To oversee and monitor the operation of the school as executed by the foundation
- To meet in open meetings at least once per month to fulfill the above responsibilities and to build a strong relationship with parents and the community
- > To report to the foundation on a quarterly basis of their observations, findings, conclusions and recommendations regarding the operation of NiSe Charter School and academic progress of the student body
- To review financial reports of the school and present the findings to the Foundation with recommendations for changes, actions and/or acceptance
- To evaluate the performance of the Foundation
- To present recommendations to the Foundation regarding their retention as the educational provider
- To reappoint current or solicit new members will be the responsibility of the board.

In all the above mentioned duties and responsibilities, the role of the board is primarily an advisory one only. Final legal action on any of the above named or any other matters will be the sole responsibility of the foundation.

b. Create and attach a chart (Chart 20b) that reflects the flow of information to and from all stakeholders.

Attach Table 20b as a PDF (Portable Document Form) named, **Attachment 20b – Flow of Information**

c. Attach Articles of Incorporation

Attach Articles of Incorporation as a PDF (Portable Document Format- Acrobat®) named, **Attachment 20c – Articles of Incorporation -** Principal Leadership

Educational Role

a. Describe the school leader's role in educational leadership.

The school leader's role in educational leadership is to lead the school in the implementation and monitoring of all NiSe's goals, strategies and directions for the school. This must include, but not be limited to, the meeting of Indiana State Standards and other identifiable core knowledge sequences.

- Promoting collaborative problem solving and open communication
- > Collecting, analyzing, and using data to identify school needs
- ➤ Using data to identify and plan for needed changes in the instructional program
- > Implementing and monitoring the school improvement plan
- Using systems thinking to establish a clear focus on attaining student achievement goals

These key areas must be demonstrated continuously throughout the school improvement process. The end product of this process is the school improved student achievement.

b. Describe the qualifications required for the school leader.

The qualifications required for the school leader must meet Indiana's educational requirements including Ed.S. or Ph.D. degree from a recognized college or university as well as hold a state certificate. The school leader must provide leadership to those teachers, staff and parents, and community in his/her teaching team, so as to promote the highest.

c. Explain the process that will be used to recruit this person and the criteria used to select him or her.

The process that will be used to recruit the school leader and the criteria will employ every means possible to attract the most qualified leader that meets the highly qualified requirements of No Child Left Behind Act. The Foundation members will post aids in the most known media like the Chronicle of Higher Education, attend school leadership fairs, list in local and national mediums. All listings will be posted on the secondary and post-secondary school sites, newspapers and by word of mouth.

d. Explain the process and criteria that will be used to select this person, including who will be involved and the role of the board and management organization, if any.

The Board of Director and AQS will be responsible for hiring the school leader. The following selection criteria summarize the characteristic as the basis for leadership consideration.

1. Belief that All Students Will Achieve College Success

- ➤ Belief in all students to be successful in college
- > Explicit goal that college success is the target
- > Consistently sets ambitious learning goals for all students

2. Relentless Drive to Achieve Results

- > Demonstrates and maintains a focus on goals and results
- Works relentlessly to achieve results, exhibiting resilience to overcome setbacks and resistance

3. Adult Leadership

- > Demonstrates significant improvement of adult behaviors related to student achievement, including difficult conversations with other adults
- Cultivates leadership in other adults and holds them accountable through formal and informal authority

4. Student Achievement Results

- > Demonstrated student achievement results
- Accurately assesses instructional quality and demonstrates excellence in delivering instruction
- > Strong knowledge of standards, assessments, and curriculum
- Demonstrated ability to build a culture of efficacy with students defined by a "work hard, get smart" orientation; as evidenced by deep engagement of students in their learning process

5. Personal Improvement

- Accurately diagnoses strength and growth areas and uses this diagnosis to improve practice
- > Seeks and immediately incorporates feedback for the purpose of

improving practice

> Takes personal responsibility for successes and failures

6. Project Management

> Successfully led and managed a team of adults during a student achievement-based project, including analyzing the problem, creating a plan, implementing and monitoring the plan

7. Interpersonal Leadership

- Builds trusting relationships—treats every adult and student with respect and dignity
- > Demonstrates the ability to motivate, inspire, and hold others accountable in the service of student achievement
- > Strategically communicates by listening to understand and then tailoring message to audience.

If Applicable, attach the resume or biography as a PDF (Portable Document Format- Acrobat®) named, **Attachment 21d** – **Principal Resume**

School Management

e. Create and attach an organizational chart (Chart 21e) that reflects the management structure consistent with the information provided within the application.

Attach an Organizational Chart, as a PDF (Portable Document Format- Acrobat®) named, **Attachment 21e – Organizational Chart**

f. If applicable, describe how the school will work with a management organization and explain the relationship between employees of the school and that organization.

The NiSe Charter School intends to enter into a contract with The American Quality Schools (AQS) Corporation, an Illinois not-for-profit corporation, as its EMO. The Principle/CEO will serve as the primary contact. NiSe chose to use AQS because of their much needed dose of experience with leading educational programs, finance, legal experience and curriculum and instructional design, entrepreneurial spirit. Their duties will include:

- ➤ Hire of the Principal/CEO in consultation with the board
- ➤ Hire all teaching faculty, teacher aides, support staff and building and grounds maintenance personnel in consultation with the Principal/CEO.

- Recommend policies, procedures, and personnel training to the NiSe board and the execution of those policies approved by the board.
- ➤ Coordinate and manage the full academic plan or curriculum, setting and assisting with curriculum and changes, purchasing instructional books and supplies which include all technology and software in consultation with the Principal/CEO.
- ➤ Select, administrate, and report all academic testing of students in consultation with the Principal/CEO.
- ➤ Purchase of equipment, furniture and leasing negotiations along with TRON/AGEK Foundation attorney.
- ➤ Conduct and provide all payrolls and benefit services, employee assistance program assistance and professional development of faculty and staff.
- Maintain records of all funds raised from private, public and student activities (community gardens) will be coordinated and directed by the foundation.
- Responsible for the day to day operations of the school in consultation with the Principal/CEO.
- ➤ Hire and assist with termination and/or release of duties, after consideration of the foundation.
- ➤ Manage the school's financial matters as required by Indiana Access to Public Records Law (IC 5-14-3). Prepare and submit bi-annual budgets for Board of Directors and TRON/AGEK Foundation review.
- ➤ Select vendors and subcontractors as needed in consultation with the Principal/CEO.
- ➤ Prepare student academic student achievement reports for the board in consultation with the Principal/CEO.
- ➤ Provide records as required by the independent auditor and the State Board of Accounts and/or Charter or Ball State University. All records will be available to Ball State University for inspection and copying upon request.

21. Staffing

Create and attach a first-year-staffing chart (Chart 22a) and a chart (Chart 22b) of staffing projections for the term of the charter. Support the information with a narrative explanation.

NiSe's professional staff includes principal, administrative assistant, licensed teachers for grades 6-12, classroom assistant/aid, Special Education teacher, and ESL teacher, STEM adjunct professors, librarian/media/resource staff, food service personnel, nurse/health care provider, maintenance personnel, dean of students, and guidance counselor.

Attach Tables 22a and 22b as PDF's (Portable Document Form) named, **Attachment 22a – First Year Staffing** and **Attachment 22b – Staffing Projections**

22. Staff Recruitment and Retention

a. Describe how you will recruit and retain staff, particularly high quality teachers.

The Board is committed to securing the services of the best personnel available. Only professionally trained individuals who meet the state statutory requirements and who

satisfy the Corporation's established standards will be considered for certified positions. All classified staff shall be recruited and selected on the basis of specific position requirements. The search for qualified applicants may extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the corporation, and it will recognize the contributions which can be made by people of different races, religions, and ethnic backgrounds. Recruitment procedures will not overlook the talents and potential of individuals already employed by the corporation, they are to be considered first. Any current employee of the corporation may apply for any position for which he/she has certification and meets other stated requirements.

b. If applicable, describe how staff will be involved in the governance and management of the charter school.

NiSe emphasis on continuous teacher improvement will include the following:

- ➤ Make sure NiSe teachers are always learning and seeking new ideas on how to improve student achievement.
- ➤ Use data reports to continuously evaluate the school's academic and STEM focused programs and activities.
- Make sure teachers and administrators work as a team to improve the achievement of students.
- Make sure the goals and priorities of NiSe Charter School are clear.
- Make sure that the teachers maintain a demanding, yet supportive, environment that pushes students to do their best.

Finance and Facilities

23. School Financial Plan

Describe the school's financial plan and policies in compliance with requirements by the State Board of Accounts. State Board of Accounts Manual

a. Explain the process your school will use to develop its budget.

The operational management of NiSe's financial regards will be under the control and auspices of the NiSe school board, subcontracted for daily management through the experienced financial management team of AQS. AQS is highly qualified to handle finances of the NiSe Charter School. AQS will provide financial statements monthly and upon request for the board's review and make a report at every monthly meeting. During the times that the Indiana State Board of Accounts do not perform a financial audit, the school board will authorize an audit by a state qualified accounting firm. The board will have direct oversight and responsibility of financial matters of the school. The board members will hold the fiduciary responsibility of the school, a voted upon finance committee will exist and report financial matters to the full board at board meetings for full recording and review of constituencies.

All financial reports will be prepared in accordance with generally accepted principles set by the State Board of Accounts. The report will conform to all current, relevant pronouncements applicable to governmental entities throughout the United States. All reports will have three sections: introductory, financial and statistical. The introductory includes a transmittal report signed by the CEO, NiSe attorney and Chief Financial Officer showing an overview of financial developments. The financial report will include auditor's report, analysis and recommendations and any other basis financial information. It will include a statistical section which will include statistical tables and comparisons, financial trends, revenue capacity information, debt capacity information, demographic and economic information and operating information. Finally, it will include a section on compliance and controls with provisions of the Single Audit Act of 1966 and the U.S. Office of Management and Budget Circular A-133, Audit of States, Local Governments and Non-Profit Organizations. Individual fund statements will show state funds, proprietary funds, and fiduciary funds along with balance sheets, statement of revenues, cash assets, cash flows and liabilities. Each NiSe board member will commit \$2,000 to offset upfront funds for the first year such as non-for-profit legal documents and legal retainer fees. Board members will be reimbursed funds with 5% interest upon approval of funds for NiSe. NiSe will file any other forms requested by Ball State or other constituencies upon approval of the COE, accounting and legal firm.

b. School's fiscal procedures.

To make certain that the financial affairs of NiSe are in order, an independent timely, annual audit will be conducted at the close of the school year or whenever there seems to be some inconsistencies in the fiscal operations of a school.

c. Describe the methods the school will use to complete the audit of their financial operations.

The independent auditor will examine source documents and transactions in order to certify that all activities were conducted with generally accepted accounting principles and in accordance with authorized actions and legal requirements. An audit that is not conducted in a timely fashion is worthless.

24. Cash Flow Projections for Pre-Operational (Start-up) and First Year

Present and attach pre-operational through first-year monthly cash-flow projections with clearly explained assumptions (Table 25, Budget Worksheets A-B). Provide supporting evidence in the form of a narrative that that the proposed school would have sufficient start-up funds through first year available to it. Explain how the first year plan supports the school's mission and educational goals.

a. Explain budget priorities that are consistent with and support key parts of the plan, including the school's mission, educational program, staffing and facility;

Revenue to support NiSe' charter will come from various sources. Below are likely options:

- > Start-up grant
- State aid allocations
- > Fundraising
- **➢** Gifts
- ➤ Grants
- Cash flow projects
- ➤ Loan from board members

The budget priorities that are consistent with and support key parts of the NiSe charter school plan, including the school's mission, educational program, staffing and facilities will be consistent with the requirements of the Indiana State Board of Accounts.

b. Explain realistic, evidence-based revenue and expenditure assumptions, including any plan to incur and repay debt;

At this time the NiSe charter school does not anticipate any borrowing of funds for the initial start-up, with the exception of Board members.

c. Present viable strategies for meeting potential budget and cash flow challenges, for the first year of operation.

Viable strategies for meeting potential budget and cash flow challenges, for the first year of operation will include:

- ➤ Working within initial budget
- ➤ Obtaining used public school building for \$1.00 under Indiana Law.
- ➤ Hire competent staff
- ➤ Kick-off fund raisers at the start of school year
- ➤ Accept gifts/donations from constituents

Attach Budget Worksheets A-B - as a PDF (Portable Document Format - Adobe® named, **Attachment 25 - Budget Worksheets A-B**

25. Projected Five Year Budget Plans

Present and attach five-year cash-flow projections with clearly explained assumptions (Table 26, Budget Worksheet C). Provide supporting evidence in the form of a narrative that the proposed school's five-year budget plans are fiscally sound and that the proposed school would have a well thought out timetable of anticipated revenue (detail the sources) and expenditures on a month-by-month basis to support the school's mission and educational goals.

a. Present budget priorities that are consistent with and support key parts of the plan, including the school's mission, educational program, staffing and facility.

The first operational year will be funded by a start-up grant and loan from the board members to support the mission, educational programs, staffing and facilities for the preoperational year. The other projected revenue will be derived from local, state, and grant sources.

b. Present realistic, evidence-based revenue and expenditure assumptions, including any plan to incur and repay debt.

The most realistic, evidence-based revenue and expenditure assumptions would be made accordingly following the Indiana State Board of Accounts guidance and assistance.

c. Present viable strategies for meeting potential budget and cash flow challenges, for the five years of operation.

Strategies for meeting budget and cash flow challenges will come about through audits, federal findings, and corrective action plans. Those findings therefore will result from condition of financial records, deficit cash and grant fund cash balances, control and compliance related to disbursements, accounts payable, short-term loans, board minutes, optical images of checks, textbook rental claims for reimbursement, prescribed forms, report of employee compensation, official bonds, and extra-curricular accounts.

Submit budget worksheet from Table 26, Budget Worksheet C as a PDF (Portable Document Format - Adobe® - named, **Attachment 26 - Budget Worksheet C**

26. Fund-raising Contributions

Present evidence of anticipated fundraising contributions, or in-kind contributions if claimed in the application.

See Attachment 23 – Fund-raising Contributions

27. Insurance

Describe the insurance coverage to be carried by the charter school, including the name of the insured and amounts of insurance for liability, property loss, and student personal injury. Detail how the insurance expenses are included in the school's budgeted expenses.

Liability \$1,000.000

Medical payments \$5,000,000 per person/per occurrence

Uninsured Motorist \$1,000,000

Comprehensive deductible-\$500

Collision Deductible (if transportation is needed)

All these categories fall under Insurance line item in the budget.

28. Facilities Plan

Describe the facilities needs and cost:

a. Facilities costs including, as applicable, cost of purchasing, leasing, building, or renovating an educational facility that conforms to applicable health, safety, and occupancy requirements.

Our plan is to lease a public school facility in the proximity of the City of Gary for first two years. Currently in negotiation process with officials public officials to lease the building for \$1 per year. There is also the possibility of using the vacated Nipsco building in downtown Gary for free. That plan is being investigated at the present time.

b. Provide evidence that the proposed facility will be adequate or present a plan for securing a facility that is appropriate and adequate for the school's educational program, anticipated location, and target population.

For the first two years, according to the Gary Assessor's office any of the Gary public school facilities or the Nipsco building will accommodate 200 children and over 25 staff.

c. Provide an explanation that demonstrates the plan for acquisition of a facility is financially viable.

At the lease cost of \$1 this proves are plans financial viability for the facility.

Attach Facility Form 29d as a PDF (Portable Document Form) named, **Attachment 29d – Facility Form**

- **d.** Detail and attach specific aspects of the facility using Form 29d. No Building at the Present time.
- **e.** If a facility has not been identified, explain your plans for securing a suitable facility and preparing it for use by the time you intend to open the school, including any contingency planning.

Facilities have been identified. If lease contract does not exist by January 2012, we will negotiate with Nipsco for leasing or donation. Nipsco has stated interest in the success of this proposal and helping us either negotiate a lease or checking into regulations for a charter school facility contribution.

f. If the charter school or its applicants or partners would own or lease its facility, provide a description of the ownership or lease arrangement of the facility. Indicate specifically any potential conflicts of interest and arrangements by which such conflicts will be managed or avoided. Facilities-related budget assumptions.

The purpose of this policy is to observe state statutes regarding conflict of interest for NiSe Board of Director members and to engage in NiSe Charter School business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the NiSe Board of Director to conform with statutory conflict of interest laws and, in addition, act in a manner that will avoid any conflict of interest or the appearance thereof.

III. CONFLICTING BUSINESS RELATIONSHIPS

A. A member of the NiSe Board of Director is prohibited from serving as a member of the board of directors or as an employee or agent of, or contractor with, a for-profit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. A violation of this prohibition renders a contract voidable. A member of NiSe Board of Directors who violates this prohibition shall be individually liable to the charter school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest under this paragraph exists.

- B. A member of NiSe Board of Directors that serves as a member of the board of directors or as an employee or agent of, or contractor with, a nonprofit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities, must disclose all potential conflicts to the NiSe.
- C. The NiSe Board of Director members conflict of interest provisions do not apply to compensation paid to a teacher employed by the charter school who also serves as a member of the board of directors.
- D. The NiSe Board of Director member conflict of interest provisions do not apply to a teacher who provides services to a charter school through a cooperative when the teacher also serves on the NiSe Board of Directors.

29. Accountability Plan Aligned

Develop a reasonable, thorough, and conceptually sound design for measuring and reporting the performance and progress of the charter school that is aligned with the State's 10 principles from the "Indiana Department of Education Consolidated State Application Accountability Workbook for Public Law 107-110 that:

a. Includes all students and all subgroups.

The pedagogical approach for all students will be active learning. Active learning is the students reflecting by talking, writing, and listening as they each approach the course content. This will be done by problem-solving exercises, informal small groups, simulations, case studies, role playing and other hands-on activities throughout high school. There will never be just "stand alone" lecture methods used in the academy. Additionally, computer technology will be incorporated in the classrooms at all levels. It has been proven that integrating technology into the curriculum has enhanced and extend the "then" learning experiences for students and even faculty as well (Teaching Strategies, 2010).

Ninth grade is the most critical time for building a child's educational foundation for school. Students must understand and value "why" they need an education early at this critical level. Students are overwhelmed with life at this age. We believe chances are greater for the student if the value of an education is instilled in the student before continuing on to high school. Chances are that they will be motivated to graduate and continue on to college. As soon as possible in their educational journey, they must understand that graduating from high school and college are attainable goals

There are a variety of classroom practices that convey a message of support to students: clearly stating the quality and level of work necessary to meet standards; clearly defining classroom rules; convincing students that, through smart effort, they can do well; helping students meet standards; and holding students responsible for redoing work until it meets standards. Teachers will be held responsible for holding high standards for students, clearly indicated by classroom rules and the amount and quality of work required. Again, we will provide supplemental or extra help to students to meet school goals by partnering with other agencies like Educational Talent Search (TRIO), Upward Bound/Math & Science (TRIO) and 21st Century Programs.

It will be the policy of the foundation to specifically design instruction to meet the unique learning needs of students identified as disabled in accordance with the special education regulations. The staff will promote, develop and implement program in affective, cognitive and psychomotor performance and behavior prescribed and designed for each student. Additionally, the foundation will assist homebound students unable to attend school for documented reasons, health problems, temporary illnesses or injuries that preclude their attendance at school. Instruction and procedures will be implemented by the counselor with regard to homebound tutoring. NiSe will use an individualized academic model for bi-lingual students that include computer software. Public Law 107-110 will guide these activities to guarantee accountability plan alignment.

b. Expects all students and subgroups to reach proficiency in accordance with State System of Accountability (Absolute, Comparative, Growth).

Under Public Law 107-10, the AYP will be used exclusively. Expects all students and subgroups to reach proficiency in accordance with State System of Accountability (Absolute, Comparative, Growth)

The assessments are as follows:

ACT Dates throughout the yearSAT Dates throughout the year

➤ NiSe pre assessment Summer before progressing to the next

grade

PLATO ContinuouslyGQE Annually

➤ College Assessment August prior to enrolling at Ivy Tech

Community College

➤ NiSe (Core 40) pre assessment Annual (end of each grade)

➤ NiSe pre-med assessment End of each school year for students pre-

Medical students

All students will be required to maintain overall good grades. A student is ineligible in competitive sports only, if the student's overall grade point average falls below a 2.00 average for three semesters. All students must be good citizens which mean that a student is not excessively tardy, truant, and have excessive behavior or discipline problems and more than three suspensions.

c. Uses the Federal targets for achievement and aligns method of AYP determination with the State System of Accountability.

All required federal targets for achievement and alignment methods of AYP determination students will be considered members of groups and subgroups. Students with disabilities are under Section 602(3) of Disabilities Act. Limited English will be included as part of Section 9101(25) of NCLB. Graduates who graduate within four years or less will be defined. Data will be collected on individual students. Reliability will be assigned.

 \gt 90% of 6 – 8th grade school participants served during each year will be promoted to the next grade level at the end of each academic year.

ISTEP+ and Test Taking remediation:

➤ 90% of 9-12th grade school participants served during each year will pass the ISTEP+ during each grad and receive remediation in those areas that demonstrate weak areas prior to administration of the test.

By meeting the goals mentioned above will guarantee passing of the AYP standards as outlined by the Board of Education for the State of Indiana.

To ensure that NiSe meets the Adequate Yearly Progress (AYP), NiSe will use the lead teachers to constantly keep track of student's progress and tailor self-help activities to student's needs. As demonstrated in this proposal students will have continuously assessment of their skills, learned concepts and in class performance. Teachers will be equipped with the necessary soft and hardware to identify specific areas of weaknesses and strength to make sure students are successful. Students will be engaged in their own learning by setting goals with the teachers, tracking their own progress and understanding their own role in the school's success. Parents and guardians will be encouraged from day one to be part of their children's educational journey at the school. We expect for the school to meet AYP every year. If the school does not make AYP in any given year, a committee will be formed to review all data and make recommended plans of action and to review the school's strengths and weaknesses as demonstrated by the data.

d. High school must include graduation rate as indicator.

High school must include graduation rate as indicator.

ISTEP+ and Test Taking remediation:

➤ 90% of 9-12th grade school participants served during each year will pass the ISTEP+ during each grad and receive remediation in those areas that demonstrate weak areas prior to administration of the test.

By meeting the goals mentioned above will guarantee passing of the AYP standards as outlined by the Board of Education for the State of Indiana.

e. Elementary and middle schools must include an additional indicator that is valid and reliable.

Elementary and middle schools must include an additional indicator that is valid and reliable.

➤ 90% of 6–8th grade school participants served during each year will be promoted to the next grade level at the end of each academic year.

Beginning of the year each student will be pre-tested, with such instruments as PLATO, to determine current performance levels in reading, math, science, and social studies. These results will assist in prescribing an individual educational program for each student. The goal of the teaching staff is to address the deficiencies of each student, thereby, setting goals and objectives for assisting students with developing the knowledge, skills, work attitudes and habits which will prepare them for high school. The State Report Card will be used for school improvement planning and public reporting.

f. Rate of participation and attendance will be at least 95% (school and all subgroups). Rate of participation and attendance will be at least 95%.

- **g.** Additional Targets:
 - Student recurrent enrollment

Indiana law provides that charters may have enrollment preferences for previously enrolled students of conversions, students enrolled at charter school the previous year and siblings of students enrolled at a charter school.

• Post-secondary and career readiness and success (for high schools)

NiSe is a STEM school and our mission includes preparing children upon entry for a STEM career. To supplement this goal, juniors and seniors will be enrolled in STEM college credit courses and be provided with an externship in their chosen field in 12th grade. Research states that by the year 2020, projections predict an additional 40.000 jobs will be added to Northwest Indiana, representing a high growth of roughly 25%. STEM jobs dominate this growth. Yes, technology has leveled the world's economic playing field and now career opportunities are highly competitive. However, companies are looking for the STEM employees. Our students must learn about the global economy and learn about it in more than one language. NiSe students will learn two languages of their choice. They must learn skills that will make them globally competitive with other students. Additionally, as companies continue to use technology and outsourcing as ways to increase productivity and reduce costs, American students will compete against workers in other countries for some of the same employment. NiSe students will be ready for this competition. Our students will understand globalization, embrace their talents,

become multilingual, learn what is going on in other parts of the world and become entrepreneurial.

30. Accountability to Sponsor

a. Demonstrate financial viability by including how annual audits and timely reports will be accomplished.

The NiSe Charter School will use computer software to maintain the financial records of the charter school. The payroll processing software is intended to interface with the financial record keeping software to post payroll transactions to the general ledger. When the interface is completed, payroll expenditures allocated to funds through the payroll program are supposed to be posted to the funds in the general ledger in same manner. We will implement controls to allow for the timely posting of transactions to the appropriate funds. These controls when implemented should alleviate the need to reclassify transactions. The appropriate will be consulted as disbursements are incurred to ensure the transactions are properly allocable to the applicable state and local funds. We will continue to correctly identify employees by fund in the payroll records which allow the computerized accounting records to interface correctly. We will monitor the interfaces so problems can be identified and corrected more timely to alleviate the need to reclassify disbursements.

b. Demonstrate organizational viability by planning for regularly scheduled board meetings and adherence to board policy.

The organizing group has no other purpose but to organize and develop a high quality STEM charter school according to charter policy focused on addressing the needs of a unique and deserving population of students and we can do that best by planning monthly board meetings, having those minutes public for constituents and providing Ball state with copies upon request.

31. Accountability to Constituents

a. Describe the system for gathering data from constituents regarding their concerns and suggestions and responding effectively.

The best way to gather information from constituents whether internal or external is by providing mediums that they can respond to whether it is a monthly newsletter, meeting or e-mail. However our monthly board meetings will be open to the public. Board will hold executive board meetings at EMO recommendation.

b. Explain the process and criteria that will be used to monitor and evaluate the extent to which the school is achieving its mission throughout the charter term including frequency of gathering and analyzing data and reporting progress towards meeting its Accountability Plan goals.

Data from surveys and feedback is the number one instrument that the school can use as a strong preference to seek information about the school. The second most important accountability tool is the public ratings of the school based on achievement test results. The school will have the chance to answer the question of "What do you think are the biggest problems the charter school in our community must deal with?" This also gives the school to present its challenges whether it is student progression, crime, jobs, etc.

c. Describe the extent to which the school plans to communicate its progress towards meeting its Accountability Plan goals and how that information will be shared with and used by stakeholders, including parents, teachers, board members and school leaders.

As outlined in b above, all information will be open to the public. By doing so, opens up lines of communication, reinforces the fact that the organizer and board are credible constituents and puts parents at ease knowing that their children are safe and in the hands of qualified/credentialed educators. Most importantly they demonstrate and show passionate in their work as educators and as role models and mentors.

School Policies and Procedures

Each of the following components of the application will be evaluated by Pass or Fail criteria. For each of the Sections under School Policies and Procedures, resources are provided in the form of web-links to model policies or school law statutes. Since these are draft policies and procedures, each applicant organization is responsible for ensuring that the board of trustees for the proposed charter school has approved the final policies and procedures at a formal board meeting after the school is approved. In addition, the school's policies and procedures, for all approved charter schools, will become a part of the contract between the charter school and Ball State University.

32. Policy Regarding Organizer Governance

Please attach a statement of assurance that the organizing group is in compliance with the BSU Policy Regarding Organizer Governance.

Attach your Policy Regarding Organizer Governance – as a PDF (Portable Document Form) named, **Attachment 33 – Policy Regarding Organizer Governance**

33. Proposed Governing Bylaws

Please attach a set of by-laws for the proposed school, which includes the charter school's method for appointment/election of board members and the length of the terms established for each board member position.

Attach your Proposed Governing By-laws - as a PDF (Portable Document Form) named, **Attachment 34 – Proposed Governing By-laws**

34. School Admissions Policy and Criteria

Attach plans and timelines for student recruitment and enrollment, including lottery procedures.

Attach School Admission Policy – as a (Portable Document Form) named, **Attachment 35 – School Admissions Policy**

35. **Discipline Policy**

Attach the charter school discipline rules and procedures including: student due process and judicial review; firearms and deadly weapons; and reporting of student violations of law.

Attach Discipline Policy - as a PDF (Portable Document Form) named, **Attachment 36– Discipline Policy**

36. Health and Safety Measures

Attach the description of how the school will meet health requirements and identify the persons responsible for ensuring health and safety requirements are met.

Attach your Health and Safety Measures - as a PDF (Portable Document Form) named, **Attachment 37–Health and Safety Measures**

37. School's Leadership and Teacher Employment Policies

Attach a copy of the proposed school's personnel policies, including at least the following information:

Attach your School's Leadership and Teacher Employment Policies- as a PDF (Portable Document Form) named, **Attachment 38– School's Leadership and Teacher Employment Policies**

38. Policy Regarding Criminal Histories

Please attach the charter school's policy regarding criminal history.

Attach your Policy Regarding Criminal Histories - as a PDF (Portable Document Form) named, **Attachment 39–Policy Regarding Criminal Histories**

39. Policy Regarding Conflict of Interest

Attach the conflict of interest policy. The conflict of interest policy must be written to apply not only to board members, but to administrators and employees of the school as well.

Attach your Policy Regarding Conflict of Interest - as a PDF (Portable Document Form) named, **Attachment 40 – Policy Regarding Conflict of Interest**

40. **Complaint Policy**

Attach the policies of the charter school's board for handling complaints from individuals or groups.

Attach your Complaint Policy - as a PDF (Portable Document Form) named, **Attachment 41 – Complaint Policy**

41. **Special Education**

Provide a policy and procedures manual specifying the charter school's plan for compliance with state and federal regulations.

Attach your Policy Regarding Special Education- as a PDF (Portable Document Form) named, **Attachment 42 – Policy Regarding Special Education**

42. Parental Access to Education Records

Provide the charter school's policy concerning parental access to a child's education records.

Attach your Parental Access to Education Records policy- as a PDF (Portable Document Form) named, **Attachment 43– Parental Access to Education Records**

43. **Dissolution Procedures**

Attach the procedures that the school would follow in the event of the closure and dissolution of the charter school, including for the transfer of students and student records, execution of a closure plan, and for the disposition of school assets.

Attach your Dissolution Procedures Policy- as a PDF (Portable Document Form) named, **Attachment 44** – **Dissolution Procedures Policy**

44. Patriotic Commemorative Observances

Submit your policy regarding the observance of holidays.

Attach your Policy Regarding Patriotic Commemorative Observances - as a PDF (Portable Document Form) named, **Attachment 45– Policy Patriotic Commemorative Observances**

45. Personal Financial Responsibility Instruction

Submit your policy regarding personal financial responsibility instruction.

Attach your Policy Regarding Personal Financial Responsibility Instruction - as a PDF (Portable Document Form) named, **Attachment 46–Policy Personal Financial Responsibility Instruction**

46. School Safety Plan

Submit your school safety plan.

Attach your Policy Regarding School Safety Plan as a PDF (Portable Document Form) named, **Attachment 47– School Safety Plan Policy**

47. **Dress Code Policy** (if applicable)

If the charter school would implement a dress code policy, provide such policy including a description of how the cost of any uniform would be subsidized for parents unable to afford them.

Attach your Dress Code Policy as a PDF (Portable Document Form) named, **Attachment 48 – Dress Code Policy**

48. **Student and Parent Handbook**

Submit a copy of your student and parent handbook.

Attach your Student and Parent Handbook as a PDF (Portable Document Form) named, **Attachment 49** – **Student and Parent Handbook**

49. Transportation Plan and Policy

Describe the transportation policy for students, including arrangements made for students whose IEP's specify transportation as a related service.

Attach your Transportation Plan and Policy as a PDF (Portable Document Form) named, **Attachment 50– Transportation Plan and Policy**

50. Food Services Plan and Policy

Describe the plans for food services to be provided by the charter school. Include the Board's food services policy.

Attach your Food Services Plan and Policy as a PDF (Portable Document Form) named, **Attachment 51– Food Services Plan and Policy**

51. School Promotion Policy

Explain the policy and criteria your school will use for promoting students from grade to grade.

Attach your School Promotion Policy as a PDF (Portable Document Form) named, **Attachment 52 – School Promotion Policy**

52. **Detailed School Start-up Plan:**

Provide a Pre-Opening Plan that documents key tasks to be completed between approval of the application and opening of the school. Include a schedule for initiation, development and completion of those tasks, identify primary responsibility by individual or position, and document anticipated resource needs.

Attach your Detailed School Start-up Plan as a PDF (Portable Document Form) named, **Attachment 53** – **Detailed School Start-up Plan**

A. Application Summary

1. Charter School Name

Northwest Indiana STEM Charter School (NiSe)

2. Charter School Location

Border between city of Gary and town of Merrillville, IN

3. Anticipated Opening Date

08/2012

4. Management Organization Name (if applicable)

American Quality School	non profit or
	for profit

5. Other Partner Organization(s) (if applicable)

6. Student Population and Grades Served

	School Year	Grades Served	Total Enrollment
Year 1	2012	6-7	200
Year 5	2017	6-12	700

7. Applicant(s)

Name	Bio
Augusta DeNeal, Ph.D.	Director TRIO Services Ivy Tech Community College
Elonda Ervin, Ph.D.	Director of Career Center Indiana State University

8. Proposed Board of Trustees

Name	Bio
Geraldine Roby, Ed.S.	Instructor Indiana University Northwest
Atty. Dawn Dawkins	Attorney
Olga Chambers	Teacher K-12
Grayling Gordan	Federal Grant Officer

9. Overview of the Proposed Program

- a. Mission: Northwest Indiana STEM Charter School (NiSe) mission is to provide a quality learning environment that will instruct students from grades 6-12 through a science, technology, engineering and math (STEM) centered on the Core 40 curriculum based on research best practices in leading states with STEM curriculum.
- b. Rationale: Students will be prepared to enter programs at 2 and 4-year post-secondary institutions in any science, technology engineering, and math discipline. NiSe will prepare students to become STEM teachers, practitioners, innovators, inventors, and researchers.
 - i. <u>Key Design</u>: NiSe will prepare students with a STEM foundation for Core 40 standards. Teaching literacy and numeracy skills in every academic subject,

- helping students use what they're learning to solve authentic problems and connect their learning to everyday life and future careers (MMGW, 2010).
- ii. Rigorous courses for all students. Even students who skills are behind many of their peers tend to succeed when they're given challenging work and the additional help and support to handle it (*MMGW*, 2010). Students will be prepared to succeed beyond high school in their academic studies and/or academic pursuits in fields that will seeking their educational foundation.
- iii. Use of developmental math, science and English curriculum using technology-supported, active learning strategies (MyWritingLab, MyMathLab, STEMway, PLATO).
- iv. NiSe's curriculum design will always align closely to its mission: science, technology, engineering and mathematics.
- v. Outstanding school leaders-including principals, counselors and academic teacher-coaches-who understand how to improve student achievement and the learning environment and can help students plan their paths to success in high school and beyond (*MMGW*, 2010).
- vi. STEM based- dual credit, college transfer courses.
- vii. Student support services.
- c. Number of Days: 180
- d. Subjects: English Language Arts, Mathematics, Science, Social Studies, two Foreign Languages, Physical Education, Health and Wellness, Experiential Learning Module (STEM projects, job shadow, internship, externship), College Dual Credit.
- e. <u>Unique Characteristics</u>: The staff of NiSe will deliver appropriate services to those students.
 - i. It will be the policy of NiSe to provide a variety of educational programs, services, equipment and facilities to accommodate the special needs of all students.
 - ii. It will be the policy of NiSe to provide specially designed instruction to meet the unique needs of students identified as disabled in accordance with the special education regulations.
 - iii. The Board will support staff efforts to promote, develop and implement programs, which meet the learning needs of students in cognitive, affective and psychomotor performance and behavior on an individual student basis according to Indiana law.
 - iv. The Board will consider homebound or hospitalized programs for students unable to attend school because of special health problems, temporary illnesses or injuries that preclude their attendance at school. The Board will require a medical doctor's statement indicating that because of the disability, the student will be confined to home or hospital for an extended period of time.
 - v. NiSe will use an individualized academic model for bi-lingual students that include computer software.
- f. Instructional leadership: The staff employed by NiSe are the most important resources for effectively conducting a quality learning program. NiSe administration with provide a working environment in which optimum staff performance, morale and satisfaction are produced. NiSe will develop and utilize positive evaluation

- procedures which contribute to the improvement of both staff capabilities and the learning program.
- g. Professional development: NiSe will provide a positive staff development designed to contribute both to the improvement of the learning program and to each staff member's career development aspirations. To make sure that teachers and staff understand development of the students that NiSe will serve, a professional development workshop will be conducted one month prior to joining their staff and every quarter thereafter. Staff development training not only will include student development theories, diversity and curriculum development and design, and effective customer service models.
- h. Management Structure: The day-to-day operation of the NiSe Charter School will be the responsibility of the EMO, American Quality Schools (AQS). The Principal/CEO will work parallel with the EMO on a daily basis. All administrative, faculty, and staff will report directly to the CEO.
- i. Relationship: AQS will hire all school personnel and have direct authority for school operations. CEO will work in with AQS in providing direction and monitoring of school operations and progress. Regular consultation and reporting will be done with the NiSe Board. NiSe will contract its day-to-day school operations with AQS. AQS is a not-for-profit educational management organization. AQS manages four charter schools in Chicago, IL; three of which are located in high poverty areas with primarily African American and Hispanic students. AQS will be paid the appropriate fees as dictated by Ball State University (3%).
- j. Location: The proposed location will be in the proximity of city of Gary and town of Merrillville, IN.

Northwest Indiana STEM (NiSe) Charter School Background and Criminal Check Release Form

report. I understand that the background report may include, but is not limited to, the following areas: Employment History, Education Residence History and References. A background check will be conducted to verify the veracity of the information submitted and will company has my authorization to thoroughly investigate my professional and personal history to generate a background screening be utilized to develop information concerning my character, general reputation, personal characteristics, and mode of living. I will History, Credit History, Criminal History, Drug Testing, Professional Licensing, Motor Vehicle Records, Social Media History, I understand and agree that: The information supplied on this release form is true and correct, to the best of my knowledge. The hold no person liable for giving or receiving information in this investigation.

I hereby authorize NiSe to make a thorough background investigation of all information given by me to the Company. I release from liability all persons, companies, and corporations supplying that information. Furthermore, I release and indemnify and NiSe against any liability that might result from making such background checks. Upon Request, NiSe will supply a copy of the completed background report along with a copy of an individual's rights under the Fair Credit Reporting Act. The following information is required for identification purposes when checking records. It is confidential and will not be used for any other purpose.

Applicant's Name:	
Applicant's Signature:	Date:
Applicant's Year of Birth:	
Drivers License No:	State Issued:
Address (Current):	
City:	Zip

Note: The data in this report is derived from public sources and may contain errors. We do not create, verity, or guarantee the accuracy of the data. Please be sure to closely review the information. We are NOT a consumer reporting agency as defined under the Fair Credit Reporting Act ("FCRA"), and the information in our database; has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. Website information cannot be used to: (a) establish an individual's legibility for personal credit or insurance; (b) assess risks associated with existing consumer credit obligations, (c) evaluate an individual for employment, promotion, reassignment or retention (including employment of household workers such a nannies, housekeepers, or contractors), or (c) in conjunction with assessing the merits of entering into any othe personal business transaction with another individual). For more information please review our Terms and Conditions - CLICK HERE

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Nationwide Criminal Search Records

Criminal Records Detail

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Nationwide Arrest/Warrant Records Search

Arrest/Warrant Records Detail

Search criteria: Geraldine Rboy

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Nationwide Criminal Search Records

Criminal Records Detail

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Nationwide Criminal Search Records

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Nationwide Criminal Search Records

Criminal Records Detail

Search criteria: Augusta DeNeal

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Nationwide Arrest/Warrant Records Search

Arrest/Warrant Records Detail

Search criteria: Augusta DeNeal

ALABAMA	Clear - No Records Found
ALASKA	Clear - No Records Found
ARIZONA	Clear - No Records Found
ARKANSAS	Clear - No Records Found
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Please check your spelling and <u>available coverage area's</u> Search coverage areas include over 340 Million Records No Records Found

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Search Date: 09/21/2

Nationwide Criminal Search Records

Criminal Records Detail

Search criteria: Grayling Gordon

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Search coverage areas include over 340 Million Records

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Search Date: 09/21/2

Nationwide Arrest/Warrant Records Search

Arrest/Warrant Records Detail

Search criteria: Grayling Gordon

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Nationwide Criminal Search Records

Search Date: 09/22/2

Criminal Records Detail

Search criteria: Dawn Dawkins

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Page 1 of 3

Search Date: 09/22/2

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Nationwide Arrest/Warrant Records Search

Arrest/Warrant Records Detail

Search criteria: Dawn Dawkins

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Figure 1. Required Format for Saving and Naming Electronic Files Request	Required File Name	
Information Sheet	A. Information Sheet	
Application Summary	B. Application Summary	
Expanded Criminal History	Expanded Criminal History Checks	
Checks		
Sections 1 - 4	Attachment 01a Preliminary Information	
Section 5	Attachment 01b Education Management	
	Organization	
	(if applicable)	
Section 5	Attachment 01c - Draft Management Contract (if applicable)	
Section 5	Attachment 01d Due Diligence Questionnaire	
	(if applicable)	
Section 6	Attachment 02 Education Mission Goals	
Section 7	Attachment 03 Instructional Design	
Section 8	Attachment 04 – Calendar and Daily Schedule	
Section 9	Attachment 05 – Curriculum and Instructional	
	Methods	
Section 10	Attachment 06– Evaluation of Student Performance	
Section 11	Attachment 07 – Special Populations – Anticipated	
	Needs	
Section 12	Attachment 08 – Serving Special Populations.	
Section 13	Attachment 09 – Student Discipline Program	
Section 14	Attachment 10 – Professional Development Plan	
Section 15	Attachment 11 – Co-Curricular and Extracurricular	
Section 16	Attachment 12 – Transition Plan	
Section 17	Attachment 13– Parental Involvement	
Section 18	Attachment 14– Partnerships and Contracts	
Section 19	Attachment 15 – Organizational Structure.	
Section 20	Attachment 16 – Governing Board	
Section 20	Attachment 16d - Articles of Incorporation	
Section 21	Attachment 17– Principal Leadership	
Section 21	Attach 17d - Resume	
Section 22	Attachment 18 - Staffing	
Section 23	Attachment 19– Staff Recruitment and Retention	
Section 24	Attachment 20– School Financial Plan	
Section 25	Attachment 21– Cash Flow Projections Start Up and	
	Year One	
Section 25	Attachment 21a - Budget Worksheets A-B	
Section 26	Attachment 22– Projected Five Year Budget Plans	
Section 26	Attachment 22 a - Budget Worksheet C	
Section 27	Attachment 23– Fund-raising Contributions	

Section 28	Attachment 24– Insurance

Preliminary Information

1. Community Support and Demand

a. District Support:

The town of Merrillville and the Major of Gary, Indiana support the NiSe STEM charter school by letters of support.

b. Community Support:

The town of Merrillville and the Major of Gary, Indiana support the NiSe STEM charter school by letters of support and surveys.

c. Student Demand:

As indicated from our parent/student needs assessment it is evident with the 82% in favor of a STEM charter school that a demand exists.

d. Proposal Opposition:

None

2. Feedback from Constituents

A 2011 survey was conducted by the TRON/AGEK Educational Foundation, Inc. to gage parents understanding of the purpose of charter schools. The results illustrated that 39% of respondents believed that charter schools were public schools; 53% said they were not.

A need assessment for a STEM charter school was conducted in 2011 via a survey tool to 325 Northwest Indiana (including Gary and Merrillville) area students and parents distributed by the Gary Girls and Boys club, Urban League of Northwest Indiana, NAACP, local churches, and community centers.

- 1. Is there a need for a school in Northwest Indiana, particularly Gary, Indiana where students can focus on science, technology, engineering, and math studies centered on the core 40 curriculum?
- 2. Is there another school in the area with this type of curriculum?
- 3. If these offerings were offered in your area would you consider this a high school choice for your children?
- 4. Is there a need for a school that will prepare students for jobs while enrolled in high school by allowing students to work on science/technology community projects and hands on engineering/medical/science internships before leaving high school?
- 5. Is there a need for science, technology, engineering teacher/role models to educate and train middle and high school students for present and future job opportunities in the Northwest Indiana area using the mandatory Core 40 curriculum?

Eighty-two percent responded and indicated a strong need for a STEM charter school in Northwest Indiana.

Create and attach Table 2 to list the positive and negative attitudes toward the charter school, based on the needs assessment.

Attach Table 2 as a PDF (Portable Document Form) named, **Attachment 2 – Attitudes Toward the Charter**

3. Applicant Founding Group

a. Founding Group Members:

Table 3a: Founding Group Members

Name	Relevant Experience/Skills	Proposed Role(s) in
	and Role in Founding	School
	Group	(if any)
Augusta DeNeal, Ph.D.	Director of TRIO Services	Legal and fiduciary
	-Ivy Tech Community	authority, fundraising,
	College (Gary Campus)	distribution of funds,
		and responsibility for
		the school
Elonda Ervin, Ph.D.	Director of Career Center	Legal and fiduciary
	Indiana State University	authority, fundraising,
		distribution of funds,
		and responsibility for
		the school

b. Founding Group Origin:

Organizers have applied for the 501c3 with the IRS.

c. Proposal Development:

Coupled with public school problems, a decrease in population, deteriorating economic tax base, lack of availability of high paying production jobs for the unskilled, and uneducated has dropped precipitously, with steep competition for low paying, service sector employment, the hope for economic recovery in the Gary, Indiana area looks grim. Poverty, substance abuse, domestic violence, and homicides have increased dramatically and have created a serious detriment to the quality of life in the area. All this comes

together to result in the population of this area being counted among the most economically disadvantaged group when compared with state and nation statistics, particularly state and government educational standards.

Our proposal is developed on the fact that our charter school Northwest Indiana STEM Charter School (NiSe) can provide interventions, courses of action, and encouragement for a population of students to keep them successfully on track and in the educational pipeline. It is well documented that external and internal barriers to achieving an education can be overcome with individualized, direct academic support, and information. The funding of this proposal will provide in some cases, and enhance in many others, the necessary educational STEM courses, supplemental and remedial services that can significantly reduce or actually eliminate most of the barriers to a post-secondary education for the population of students we plan to serve. In the 2011 Education Supports Racial and Ethnic Equality in STEM report the disparities in STEM educational attainment was reviewed (Economics and Statistics Administration). The report highlighted that non-Hispanic Whites and Asians are more likely than other minority groups to be employed in STEM related professions. The report promotes the increase of underrepresented groups in STEM fields.

This community needs an increase in high school graduates trained in STEM related fields. NiSe will be instrumental in helping these children improve their quality of life and change their circumstances by acquiring gainful employment simple because ["neighborhood poverty has built walls around schools and classrooms that education policy does not penetrate or scale (Semel, 2010")]. The Needs Section of this proposal describes some of the facts that have helped build and sustain these walls of poverty. The nation's poverty rate is 14%. Indiana's rate is 17.2%. Gary's poverty rate is 24%. Three Indiana cities are among the nation's cities with the highest poverty rate. Gary, Indiana is one of those cities. "Poverty crushes hope. Poverty crushes aspirations and children stop trying because they do not see the adults around them with good jobs, education and other opportunities" (Poverty News, 2010). The organizers of this proposal are successful products of this struggling environment and have published dissertations on subgroups of this population, i.e. *Black Boys and Post-Secondary Education* and *African American Women in Doctoral Programs*.

Based on all the above facts, research on rural populations, education and STEM curriculums and tested methodologies, we believe, a STEM charter school for this student population will prove to be successful and this was the philosophy that encouraged the

design and purpose of this proposal.

d. Previous Submissions

None

4. Fiscal Impact

Describe the anticipated fiscal impact of the establishment of the proposed charter school on existing public and nonpublic school districts in the same geographic area.

The establishment of a STEM charter school in Northwest Indiana should have a positive fiscal impact. It will contribute to "stopping" the high school drop-out rates and increase graduation and college attendance rates.

The mind frame of how education is viewed, particularly in Northwest Indiana should be one of *prevention*, particularly in Gary, Indiana. Based on educational reports, Gary, Indiana is considered an area with a low probability of students graduating from high school and attending college. There is a high educational and economical need in the city of Gary. There is a demonstrated and important need for an increase in high school completion rates which will positively increase the college admission rates. These changes will affect student success while making a change in Northwest Indiana. Gary will no longer be seen as the "high school factory drop-out" community.

Tuition support per ADM is \$8,000 per pupil.

The NiSe Charter School intends to enter into a contract with The American Quality Schools (AQS) Corporation, an Illinois not-for-profit corporation, as its EMO. The Principle/CEO will serve as the primary contact (See Attachment - Management Agreement). NiSe chose to use AQS because of their much needed dose of experience with leading educational programs, finance, legal experience and curriculum and instructional design, entrepreneurial spirit. Their duties will include: (should the following be an attachment?)

- ➤ Hire of the Principal/CEO in consultation with the board
- ➤ Hire all teaching faculty, teacher aides, support staff and building and grounds maintenance personnel in consultation with the Principal/CEO.
- > Recommend policies, procedures, and personnel training to the NiSe board and the execution of those policies approved by the board.
- ➤ Coordinate and manage the full academic plan or curriculum, setting and assisting with curriculum and changes, purchasing instructional books and supplies which include all technology and software in consultation with the Principal/CEO.
- > Select, administrate, and report all academic testing of students in consultation with the Principal/CEO.
- ➤ Purchase of equipment, furniture and leasing negotiations along with TRON/AGEK Foundation attorney.
- > Conduct and provide all payroll and benefit services, employee assistance program assistance and professional development of faculty and staff.
- Maintain records of all funds raised from private, public and student activities (community gardens) will be coordinated and directed by the foundation.
- Responsible for the day to day operations of the school in consultation with the Principal/CEO.
- ➤ Hire and assist with termination and/or release of duties, after consideration of the foundation.
- ➤ Manage the school's financial matters as required by Indiana Access to Public Records Law (IC 5-14-3). Prepare and submit bi-annual budgets for Board of Directors and TRON/AGEK Foundation review.
- > Select vendors and subcontractors as needed in consultation with the Principal/CEO.
- ➤ Prepare student academic student achievement reports for the board in consultation with the Principal/CEO.
- ➤ Provide records as required by the independent auditor and the State Board of Accounts and/or Charter or Ball State University. All records will be available to Ball State University for inspection and copying upon request.

Attachment 02 - Education Mission Goals

Mission: Northwest Indiana STEM (NiSe) Charter School mission is to provide a quality learning environment that will instruct students from grades 7 -12 through a science, technology,

engineering and math (STEM) centered on the Core 40 curriculum. NiSe's goals are:

- 1. To focus on teaching literacy and numeracy skills in every academic subject, helping students use what they're learning to solve authentic problems and connect their learning to everyday life and future careers.
- 2. To provide rigorous courses for all students. Even students who skills are behind many of their peers tend to succeed when they're given challenging work and the additional help and support to handle it.
- 3. To improve student achievement and the learning environment that will help students plan their paths to success in high school and beyond.

We believe that every child can learn in this discipline focused learning environment (science, technology, engineering and mathematic). The majority of the organizers and board members are educators and has worked with the population of students that the charter school plans to serve. For example, Dr. Augusta DeNeal (foundation member) has experience with working with low-income, first generation children from the Gary area and has a proven success rate. Where state and government reports show how Gary students perform poorly academically as a whole, the TRIO program proves just the opposite. Out of the 600 students that are served by this program in Gary, over, 90% persist and are promoted to the next grade and over 75% attend a 2 or 4-year post-secondary institution. The instructional design used with these children will be used with the charter school. This not only includes academics; but, social and cultural components.

Most important, we believe, that education has to be meaningful to the child. For example, our goal of the science and technology/engineering projects is for every experience a child has in meeting his/her need (whether academic or personal) is a new and better way in preparing the child for meeting the same kind of need in the future. This makes sense to us. Whatever contributes to the solution of any problem in a child's life is almost sure to be of some value in his or her adult life. This in itself promotes learning and motivation early for children. Children are happy in doing those things for which they can see a need and in which they can succeed. They are miserable under the oppression of subject matter in which they see no value or which they cannot master. All students will have access to instructional strategies that engage students in daily reading and writing in all classes and in hands-on, real world projects in mathematics and science. Research continues to show that students are more engaged, work harder and achieve at higher levels when the school and teachers show that they care about them and are willing to help them meet academic expectations.

Attachment 4 – Calendar and Daily Schedule

- 1. Number of school days/length of school year
 - The minimum length of the school year shall be one hundred eighty (180) instructional days.
- 2. Length of instructional day (minutes)
 - ➤ The length of the school day shall be six (6) hours of instruction time in grades seven through twelve.
- 3. Number of core academic areas/subjects
 - ➤ The length of each core academic area/subject will be fifty (50) minutes for (6) classes daily, (1) hour for physical education and 45-minutes of mandatory tutoring/study hall.
- 4. Uninterrupted time for academic instruction
 - ➤ Uninterrupted time for academic instruction will be (6) hours daily.
- 5. Extended learning time provisions
 - Extended learning time provisions will be the last hour of each day dedicated to tutoring and assisting students with homework.

	A lunch schedule	B lunch schedule	C lunch schedule		
0	Breakfast 7:30 - 8:00	Breakfast 7:30 - 8:00	Breakfast 7:30 - 8:00		
1	1st hour English 9 8:00 - 8:50	1st hour Business Math 8:00 - 8:50	1st hour Government 8:00 - 8:50		
2	2nd hour U.S. History 9:00 - 9:50	2nd hour Foreign Language II 9:00 - 9:50	2nd hour Health I 9:00 - 9:50		
3	3rd hour Computers 10:00 - 10:50	3rd hour Health I 10:00 - 10:50	3rd hour Foreign Language II 10:00 - 10:50		
4	A lunch 10:50 - 11:50 4th hour	4th hour Government 11:00 - 11:50	4th hour Business Math 11:00 - 11:50		
4/5	Business Math 12:00 - 12:50	B lunch 11:50 - 12:50	5th hour Government		
5	5th hour Foreign Language II 1:00 - 1:50	5th hour Computers 1:00 - 1:50	12:00 - 12:50 C lunch 12:50 - 1:50		
6	6th hour Health I 2:00 - 2:50	6th hour U.S. History 2:00 - 2:50	6th hour English 9 2:00 - 2:50		
7	7th hour Government 3:00 - 3:50	7th hour English 9 3:00 - 3:50	7th hour Computers 3:00- 3:50		
8	Study Hall/Tutoring 4:00 – 4:45	Study Hall/Tutoring 4:00 – 4:50	Study Hall/Tutoring 4:00 – 4:50		

Northwest Indiana STEM (NiSe) Charter School mission is to provide a quality learning environment that will instruct students from grades 7 -12 through a science, technology, engineering and math (STEM) centered on the Core 40 curriculum.

Our 7-12th curricula introduces young students to relevant and fulfilling science, technology, engineering, and mathematics content in an integrated fashion through exploration of the built world around them. Contextually, NiSe will allow the students to select their own personal projects motivating them to learn. We believe and research has shown that if a child's interests are peaked and they are provided individual, directed training to equal the educational playing field; they will perform better. The administration and staff will provide an academic, no-nonsense, safe, and unique professional school experience. This type of school will level the educational playing field to negate research that predicts a high probability that these children will become and remain undereducated and unemployable in a global competitive society. The administration and staff will deliver a curriculum that includes health and nutrition consciousness beginning in the 7th grade as a measure of preventive health care and awareness. Student projects will be centered on these concerns. Additionally, the administration and staff will allow the students to select and develop science, technology, engineering, and math projects with the assistance of Purdue University Calumet (TRIO) graduate students. Instruction and student projects will be centered on STEM concepts with a focus on Core 40 standards. NiSe graduating seniors will participate in a 3-week internship within a STEM related company or agency cumulating in a senior capstone presentation. An externship experience will allow juniors to actually feel and experience and work in a field that they are studying. It is essential to increase the skills 7th and 8th graders will be required to success graduate from high school and seriously consider a job in a STEM related occupation. This is where the administration will make sure each child is matched with an Individual Service Plan (ISP) that tracks their academic progression to meet the rigorous academic curriculum which will be integrated through cooperative and collaborative instruction at all times of the students tenure at NiSe.

Instruction and student projects will be centered on STEM concepts with a focus on Core 40 standards. NiSe graduating seniors will participate in a 3-week internship within a STEM related company or agency cumulating in a senior capstone presentation. An externship experience will allow juniors to actually feel and experience and work in a field that they are studying. It is essential to increase the skills 7th and 8th graders will be required to success graduate from high school and seriously consider a job in a STEM related occupation. This is where the administration will make sure each child is matched with an Individual Service Plan (ISP) that tracks their academic progression to meet the rigorous academic curriculum which will be integrated through cooperative and collaborative instruction at all times of the students tenure at NiSe.

We also looked at several curriculums that centered on STEM middle and high schools. Most centered on general middle and high school curriculums. However, we were struck with the content of the *Making Middle Grades Work* (MMGW) and the *Massachusetts Science and Technology/Engineering Curriculum*. The state of Massachusetts has one of the highest STEM state standards pass rate for children in rural areas. Both methods matched the intent of this proposal for the population of students this school will serve. Time is of the essence when over half of Gary, Indiana students are not completing

high school and ones that do, are not skilled and trained for the competitive job market locally or globally. Completing a high "quality" high school diploma is more important than ever before. More important, students from the Northwest Indiana or Gary area cannot be expected to exceed in rigorous high school studies if they do not receive a "quality" preparation before entering the 9th grade. Many students entering the 9th grade are not prepared for the more demanding course work required of high school students. We have to align a transitional curriculum for middle to high school.

We have to align a transitional curriculum for middle to high school. NiSe will start in the 7th grade beginning with an educational framework that will be individualized and differentiated. Beginning in the 7th grade, the focus will be on Core 40 requirements and STEM classes. In the 7th grade, each child will prepare a science project centered on problem solving. Upon passing the 7th grade, students will continue to the 8th grade using the same STEM curriculum with upper level training. Upon successful completion of the 8th grade, students will be placed in the 9th grade where their high school focus will be centered not only on Core 40 and STEM but, science, technology, engineering, mathematic careers. In the 10th grade, students will start taking dual credit classes at either Indiana University Northwest or Ivy Tech Community College

All beginning 7th grade students will be given a middle school assessment focusing on reading, mathematics, and science skills accompanied by student and teacher surveys. The performance goals for the middle grades assessment represent grade-level work and high school readiness. Students who meet these goals are likely ready for the challenging academic studies they will be introduced upon entering the 9th grade. Based on this assessment, all beginning students will start by taking two of the following subjects in the summer prior to enrolling in the 8th grade at NiSe (pre Math, pre-Algebra, pre Biology and pre-Chemistry). Teachers will be able to assess and build an individual service plans for each student. Both partners (students and teacher) will be held accountable for the student's ultimate success.

High school grade promotion:

90% or higher of 7-12th grade school participants served during each year will be promoted to the next grade level at the end of each academic year. Students that do not maintain a 2.25 cumulative grade point average for three consecutive semesters (summer inclusive) will be referred to the Merrillville, Gary or 21st Century Charter School systems for continuation of high school.

ISTEP and Test Taking remediation:

A pre-GQE assessment completed for each grade. Remediation provided to students that demonstrated weak areas prior to administration of the test in the 10th grade.

Indiana Core 40 Curriculum:

90% or higher of students will pass a Core 40 or General AP Curriculum and complete STEM projects and a senior capstone internship experience.

Ivy Tech Community College Dual Credit

100% of all juniors and seniors will receive at least six (6) credit hours from Ivy Tech Community College (Northwest) and/or IUN (Northwest) towards a 2-year degree or transfer to a local or national 4-year institution.

We will utilize the MMGW model and while ensuring a review process is in place to safeguard that middle grades align assignments, science projects, student work, and classroom assessments with high school readiness standards.

➤ Use the National Assessment of Educational Progress (NAEP) benchmarks to align middle grades state assessments with high school readiness standards.

- Establish grade-level reading standards for each grade and subject and make reading a priority for all teachers. We will again provide teachers with high-quality professional development and create a literacy plan that details developmentally appropriate reading standards for each grade.
- ➤ Provide supplemental instruction design programs (e.g. TRIO), especially for 7th and 8th graders who are not ready for challenging high school studies.
- Each grade level will complete a class dealing with cultural and linguistic differences. Such modules, as those developed by IRIS Center for Training Enhancements, can be incorporated in staff professional development training and courses for students. Additionally modules will be offered during staff training and student curriculum promoting diversity awareness.
- Establish policies that require the identification of 7th graders who are in need of an accelerated curriculum to be ready for the 9th grade and beyond.
- > Support a system of re-teaching until students meet grade level standards.
- Support a system in orienting middle grades students and their parents to high school expectations, beginning in the 7th grade.
- > Support a system in orienting students in high school and their parents to college choice, finances, and expectations, beginning in the 9th grade.
- > Create opportunities for middle graders to explore the world beyond school through (TRIO) programs.
- > Support a system that integrates habits of success (reading, study and organizational skills) into the middle grade curriculum.
- Recruit the right people to become middle grade teachers and prepare them to work with 9-12th grade teachers in aligning curriculum, instructional activities, classroom assignments and assessments to high school readiness standards.
- ➤ Guidance Counselor and Lead or Level I teachers will use computerized assessment tests that provide data that will help place students at their appropriate reading and math levels and track their progress while at NiSe.

Table 6b - Mathematics Results by Subgroup, Gary Community School Corp Students Enrolled at Least 162 Days in School and Year (2007-08) Prior to Year (Fall 2008)

	Pupils	State	Not Pass	State	Pass Reg	State	Pass Plus	State	Pct Pass	State	Pct Not Tested
Overall	6122	552140	2854	138536	2872	330347	391	84365	53%	75%	3.7%
Female	3037	269807	1380	67556	1434	163844	221	38654	54%	75%	2.7%
Male	3072	281756	1465	70736	1433	166201	170	45675	52%	75%	4.7%
Grade 3	844	79323	326	23890	460	47508	66	8188	62%	70%	1.1%
Grade 4	895	78327	362	20956	443	46165	91	11404	60%	73%	0.9%
Grade 5	880	77983	331	17896	464	47195	84	13164	62%	77%	0.1%
Grade 6	858	78469	289	15914	467	46679	101	15927	66%	80%	0.4%
Grade 7	947	80460	441	14990	481	50989	28	14673	54%	82%	4.0%
Grade 8	894	80045	536	19978	336	45705	18	14472	40%	75%	3.4%
Grade 10	804	77533	569	24912	221	46106	3	6537	28%	68%	15.6%
Black	5951	67064	2790	30682	2782	33173	377	3155	53%	54%	3.7%
Hispanic	58	36231	22	13655	34	20228	3	2721	64%	63%	3.3%
White	39	417015	15	85556	19	258978	3	72850	56%	80%	6.9%
Free Lunch	4668	216913	2243	79337	2175	121887	252	15840	52%	63%	3.6%
Paid Lunch	1454	335227	611	59199	697	208460	139	68525	57%	83%	4.1%
Special Ed(w/o ISTAR)	803	81629	633	42651	162	34362	16	4944	22%	48%	
Alternate Assessment	99	5145	27	818	72	4316	0	0	73%	84%	
Not Special Ed	5124	447281	2153	90826	2592	280709	365	76525	58%	80%	3.1%
Limited English	12	28163	6	10699	6	15078	0	2522	50%	62%	0.0%

<u> Table (6b)</u>

In order for students to be successful, they will be supported not only academically; but, socially and culturally. There will be a certified Special Needs teacher on staff, after school and weekend tutoring, and ELL assistant - all of which will eliminate barriers and equal the playing field for all students. There will be teachers on staff that are able to teach ESL classes.

The Board will support staff efforts to promote, develop and implement programs, which meet the learning needs of students in cognitive, affective and psychomotor performance and behavior on an individual student basis according to Indiana law.

The Board will consider homebound or hospitalized programs for students unable to attend school because of special health problems, temporary illnesses or injuries that preclude their attendance at school. The Board will require a medical doctor's statement indicating that because of the disability, the student will be confined to home or hospital for an extended period of time.

In order for students to be successful, they will be supported not only academically; but, socially and culturally. There will be a certified Special Needs teacher on staff, after school and weekend tutoring, and ELL assistant - all of which will eliminate barriers and equal the playing field for all students. There will be teachers on staff that are able to teach ESL classes.

It will be the policy of NiSe to provide a variety of educational programs, services, equipment and facilities to accommodate the special needs of all students.

It will be the policy of NiSe to provide specially designed instruction to meet the unique needs of students identified as disabled in accordance with the special education regulations.

NiSe will use an individualized academic model for bi-lingual students that include computer software.

Attachment 13 – Student Discipline Program

NORTHWEST INDIANA STEM CHARTER SCHOOL

DISCIPLINE CODE

Northwest Indiana STEM Charter School expects all students to conduct themselves in a socially responsible manner. Disciplinary measures used to maintain a safe and orderly school environment which promotes NiSe's philosophy of providing a college preparatory education for all students.

The NiSe Discipline Code applies to all the actions of students during school hours, before after school, while on school property, at all NISE sponsored events, and when the actions affect the mission of NiSe. Students may also be subject to discipline for serious acts of misconduct, which occur either off-campus or during non-school hours when the misconduct disrupts the orderly education process at NiSe.

Each discipline case will carry its own merit and will be adjudicated according to the facts accompanying the case. NiSe staff shall consider all mitigating circumstance prior to disciplinary action. Mitigating circumstances shall include, but are not limited to, the following:

- Age, health, maturity, academic placement
- Prior conduct
- Attitude of a student
- Willingness to make restitution
- Seriousness of offense
- Willingness to enroll in a student assistance program

In some cases the school's administrative personnel may deem public service a necessary component of the disciplinary action. Public service may include, but is not limited to: repairing or cleaning property damaged as a result of the offense(s); participating in landscaping, gardening and/or other projects aimed at beautifying school property or the community; and/or providing services that improve the quality of life for community members.

To make sure that teachers and staff understand development of the students that NiSe will serve, a professional development workshop will be conducted one month prior to joining their staff and every quarter thereafter. Staff development training not only will include student development theories, diversity and curriculum development and design, and effective customer service models.

Staff employed by NiSe and the Board is the most important resource for professionally and effectively conducting a high quality learning environment and programs. It takes a team effort from all constituencies to make sure this takes place. This takes place when NiSe hires the most competent personnel, conducts continuous staff develop like the NiSe Teachers Institute and establish rules and policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to the mission of NiSe, nothing less. The goal is to develop and implement procedures for personnel recruitment, screening, and selection which will result in employing candidates with the highest capabilities and commitment to a high quality education therefore assuring the greatest probability of effectively implementing NiSe's academic and service initiatives. Our plan is to develop a working environment in which staff performance and morale are produced. Also, not only to provide NiSe training, but any other training or staff development to improve NiSe's mission or the staff member's career development options. Finally, to develop and use positive evaluation practices which contribute to the improvement of staff and learning academic programs. NiSe believes wholeheartedly in equal opportunity for all people in employment regardless of race, religion, national origin, political affiliation, sex, age or handicap.

Table 10b - Assessment System

Under Public Law 107-10, the AYP will be used exclusively. Expects all students and subgroups to reach proficiency in accordance with State System of Accountability (Absolute, Comparative, Growth). The assessments are as follows:

ACT Dates throughout the yearSAT Dates throughout the year

➤ NiSe pre assessment Summer before progressing to the next grade

PLATO ContinuouslyGQE Annually

➤ College Assessment August prior to enrolling at Ivy Tech Community

College

➤ NiSe (Core 40) pre assessment Annual (end of each grade)

➤ NiSe pre-med assessment End of each school year for students pre-Medical

students

STEMway Continuously
 MyMathLab Continuously
 MyWritingLab Continuously

Attachment 11 – Co-curricular and Extracurricular

All students will be encouraged to support and participate in extra-curricular activities. The organization of clubs will be vital for the success of NiSe students. At the beginning of the year students will be asked to become members in at least one club. Clubs will be developed based on student feedback and professional organization interest. Examples of such organizations are:

- > Mu Alpha Theta honor society for mathematics
- > Student Government
- > English Honor Society
- > Quill and Scroll International Honorary Society for High School Journalists
- Alpha Epsilon Agricultural, Food, and Biological Engineers
- > Technology Honor Society
- ➤ Debate Club
- > Entrepreneurial Club
- > Junior Achievement
- **➢** Boy Scouts
- ➤ Girl Scouts
- > Chest Club
- > Choral
- Orchestra
- Computer Club
- > Forensics Club
- ➤ Gardening Club
- > Academic Super Bowl
- **➤** Olympiads
- > Various Sports Teams

NiSe will provide a variety of competitive sports for both boys and girls at all grade levels. Prior to participation in practices or competitions, student athletics must have a completed physical and signed code of conduct from participating students. Students must abide by all school and national society rules and regulations while in attendance at school functions or school sponsored activities.

Demographic Study

Speedway Submarket, Indianapolis, IN





Neighborhood Summary

Speedway Submarket is comprised of five zip codes, including 46228, 46254, 46224, and 46208 Marion County, Indiana, United States. The population was 12,881 at the 2000 census. Speedway is the home of the Indianapolis Motor Speedway, from which the town derives its name, and is a complete enclave of Indianapolis.

The town of Speedway was developed as a city of the future. Meant to be a testing ground much like the famed race track which is its namesake, Speedway was designed to be a city that was hospitable to the car. In a time when Indianapolis streets were often the narrow orange brick thoroughfares laid by Alexander Ralston in the 1920s and 1930s, the town had homes with garages for cars.



General Data Overview Source: AreaVibes.com

Category	City	State	National
Population (2000)	36,364	6,080,485	281,421,906
Male/Female ratio	0.88:1	0.94:1	0.95:1
Married (15yrs and older)	47.3%	57.9%	57.7%
Have children (under 18yrs)	49.6%	49.5%	48.3%
Cost of living index	88	92	100
Median household income	\$46,764	\$49,649	\$54,595
Median home value	\$147,900	\$127,297	\$216,578
Completed high school	88.0%	80.9%	79.8%
Crime index	4,162	3,486	3,302
Air quality score	35	37	37
Pollution index	2,395,300	3,985,454	6,623,939
Airports (within 30 miles)	1	n/a	n/a
Amtrak stations (within 30 miles)	1	n/a	n/a
Average one way commute (mins)	23	25	26
Workers who take public transportation	2%	0%	2%
Average January temperature	31°F	30°F	37°F
Average July temperature	75°F	74°F	76°F

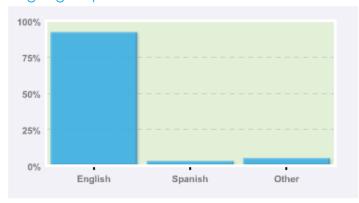
Demographic Overview Source: AreaVibes.com

Statistic	Speedway Submarket	Indiana	National
Population (2000)	36,364	6,080,485	281,421,906
Population growth	-0.9%	5.6%	9.1%
Pct. speak English	89.5%	95.3%	87.9%
Pct. speak Spanish	7.8%	2.7%	7.4%
Pct. married	47.3%	57.9%	57.7%

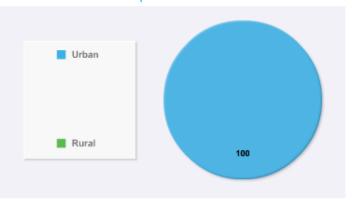
Population breakdown by race Source: AreaVibes.com

Race	Speedway Submarket	Indiana	National
White	53.6%	82.12%	70.38%
African American	38.4%	12.48%	14.29%
Hispanic	7.4%	0.31%	0.76%
Asian	.5%	1.13%	4.52%
Native Hawaiian	0.00%	0.03%	0.16%
Mixed race	1. %	1.67%	3.01%
Otherrace	0.01%	2.25%	6.88%

Languages Spoken Source: AreaVibes.com

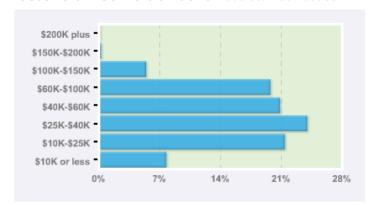


Urban vs. Rural Population Source: AreaVibes.com

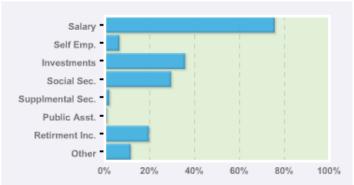




Household income distribution source: AreaVibes.com



Source of Income Source: AreaVibes.com



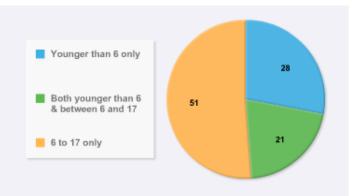
Age breakdown Source: AreaVibes.com



Marital status Source: AreaVibes.com



Age of children in married couples Source: AreaVibes.com



Place of birth by citizenship source: AreaVibes.com

In state of res. Out of state Out of US Foreign

Place of birth for foreign born citizens Source: AreaVibes.com



Student Population

Student Population	Neighborhood
School aged children	5,849
Children currently underserved	1,923

Serving Schools Source: Neighborhoodscout.com

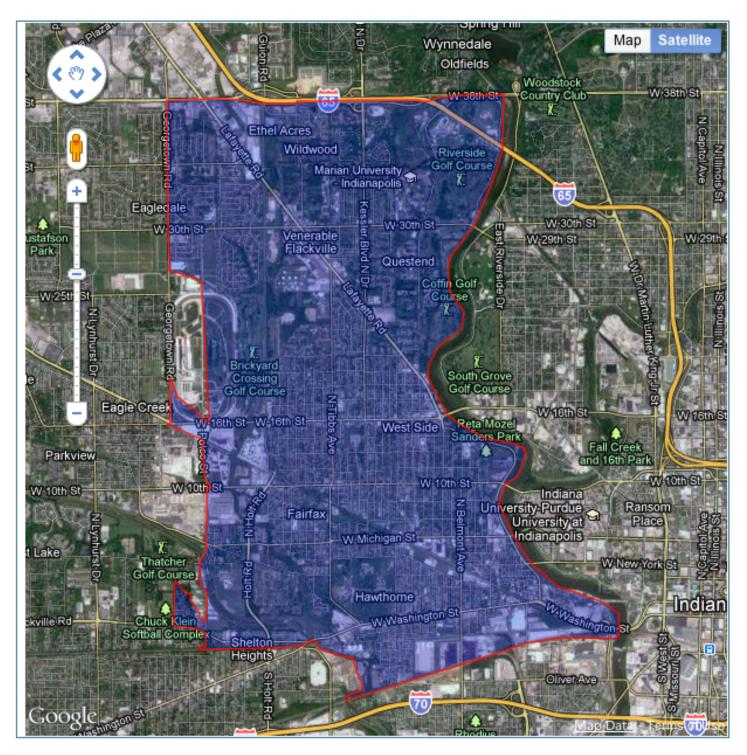
School Name	Grades Served	Number of Students	Econ. Disadvantaged
Speedway Senior High School	9-12	532	36.1%
Frank H Wheeler Elementary School	K-6	268	50.7%
William J Gambold Middle School	7-8	432	83.3%
Meredith Nicholson School 96	K-6	422	83.4%
Lew Wallace	K-6	432	75.9%

bringingstrategiesfullcircle

Zip Code 46222 Age Distribution Source ZipAtlas.com

Age Group	Number	Percent	Indiana Avg.	National Avg.
Under 5 years	2,786	7.66 %	6.96 %	6.83 %
5 to 9 years	3,000	8.25 %	7.29 %	7.31 %
10 to 14 years	2,849	7.83 %	7.29 %	7.30 %
15 to 19 years	2,866	7.88 %	7.46 %	7.20 %
20 to 24 years	3,261	8.97 %	7.00 %	6.75 %
25 to 34 years	5,838	16.05 %	13.67 %	14.17 %
35 to 44 years	5,704	15.69 %	15.80 %	16.01 %
45 to 54 years	4,065	11.18 %	13.43 %	13.37 %
55 to 59 years	1,287	3.54 %	4.84 %	4.79 %
60 to 64 years	1,113	3.06 %	3.88 %	3.84 %
65 to 74 years	1,946	5.35 %	6.50 %	6.53 %
75 to 84 years	1,256	3.45 %	4.37 %	4.38 %
85 years and over	393	1.08 %	1.51 %	1.50 %

Speedway Submarket Neighborhood map



Nationally, 25% of students are failing to graduate high school on time. In Gary, percentages are much higher, more than 50%. We believe the lack of alignment between 7th and 8th grade standards and high school readiness has resulted in high student failure rates in the 9th grade. Students do not know what is expected in high school from curriculums such as the Core 40 curriculum. The bottom line is if middle grade students, particularly 8th grade are better prepared academically to begin high school, they are less likely to fail 9th grade courses and drop out of school. Similarly, most students who fall behind their peers during the transition to the 9th grade never recover and are much more likely to drop out of school (Jerald, 2006).

We have to align a transitional curriculum for middle to high school. NiSe will start in the 7th grade beginning with an educational framework that will be individualized and differentiated. Beginning in the 7th grade, the focus will be on Core 40 requirements and STEM classes. In the 7th grade, each child will prepare a science project centered on problem solving. Upon passing the 7th grade, students will continue to the 8th grade using the same STEM curriculum with upper level training. Upon successful completion of the 8th grade, students will be placed in the 9th grade where their high school focus will be centered not only on Core 40 and STEM but, science, technology, engineering, mathematic careers. In the 10th grade, students will start taking dual credit classes at either Indiana University Northwest or Ivy Tech Community College where they will have a choice in pursuing a degree in Pre-Engineering, Surgical Technology,

All beginning 7th grade students will be given a middle school assessment focusing on reading, mathematics, and science skills accompanied by student and teacher surveys. The performance goals for the middle grades assessment represent grade-level work and high school readiness. Students who meet these goals are likely ready for the challenging academic studies they will be introduced upon entering the 9th grade. Based on this assessment, all beginning students will start by taking two of the following subjects in the summer prior to enrolling in the 8th grade at NiSe (pre Math, pre-Algebra, pre Biology and pre-Chemistry). Teachers will be able to assess and build an individual service plans for each student. Both partners (students and teacher) will be held accountable for the student's ultimate success.

Technology will be used as a learning tool and focus on continuation of three major building goals: improved student technological practices, teacher embedded technological skills and their relationship to instruction, and enhanced communication. We will start with the PLATO Individualized Software (AP pre and post assessment) in the 9th grade. All NiSe students will be supported with the use of the PLATO Program (computer assisted instruction). PLATO is an instrument not only aligned to ISTEP, but ACT, SAT, and GED standards as well. This technology is used to assess student progress in mastering skills in reading, language, mathematics and other school subjects. The PLATO student progression at each subject level is based on how well the student has answered prior questions. As the student answers correctly, the questions become more difficult. The computer program instantly analyzes the student's response to each question and determines the appropriate difficulty level throughout the diagnostics test. If the student answers incorrectly, the questions become less difficult. Each child is appropriately challenged at his or her functional achievement level. According to research, assessments of PLATO have created a mastery of 80% based on teaching the Indiana content standards. The analysis of the PLATO generated student data will be used to determine

successful instructional strategies and to assess the remediation needs of students who do not attain mastery students.

Objective Measurements are as follows:

High school grade promotion:

90% or higher of 7-12th grade school participants served during each year will be promoted to the next grade level at the end of each academic year. Students that do not maintain a 2.25 cumulative grade point average for three consecutive semesters (summer inclusive) will be referred to the Merrillville, Gary or 21st Century Charter School systems for continuation of high school.

ISTEP and Test Taking remediation:

A pre-GQE assessment completed for each grade. Remediation provided to students that demonstrated weak areas prior to administration of the test in the 10th grade.

Indiana Core 40 Curriculum:

90% or higher of students will pass a Core 40 or General AP Curriculum and complete STEM projects and a senior capstone internship experience.

Ivy Tech Community College Dual Credit

100% of all juniors and seniors will receive at least six (6) credit hours from Ivy Tech Community College (Northwest) and/or IUN (Northwest) towards a 2-year degree or transfer to a local or national 4-year institution.

Table 12f – Personnel for Special Populations

Employee Position	FYI 2011 - 2012	FYI 2012 – 2013	FYI 2013 – 2014	FYI 2014 – 2015	FYI 2015 – 2016
Special Education ESL/ELL Teacher	\$30,000	\$30,600	\$31,212	\$31,836	\$32,472

NiSe will have a parent advisory council where parents will be invited to board meetings on a quarterly basis to listen and give feedback on school activities and academic planning. We adopt school-wide parental communication goals: return all voicemail and e-mail from parents within 24 hours, send bi-weekly correspondence informing parents of upcoming assignments, quizzes, tests, and classroom projects and updates. The school will update the Web grade system each week and provide a mid-year progress report and final grades via the web.

Partnerships

Board meetings will be open to the public allowing time for comment and discussion by parents, teachers, community members, students and the press. Board meetings will have with timely public notices along with any announcements for board and advisory vacancies. The board will have executive sessions when dealing with student, personnel issues or any other issues deemed as sensitive in nature as it relates to the NiSe Charter School matters. A waiting list will be maintained by the foundation of prospective board members. The required skills that the board members must have will include legal, educational leadership, technical knowledge, philanthropic and fundraising and community service in Northwest Indiana. Seventh-five percent of board members must be residents of Northwest Indiana. The meaning mechanism to ensure local and community participation in the governance of the school is one of trust and commitment. No board member will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities.

Parental Involvement – NiSe will have a parent advisory council where parents will be invited to board meetings on a quarterly basis to listen and give feedback on school activities and academic planning. We adopt school-wide parental communication goals: return all voicemail and e-mail from parents within 24 hours, send bi-weekly correspondence informing parents of upcoming assignments, quizzes, tests, and classroom projects and updates. The school will update the Web grade system each week and provide a mid-year progress report and final grades via the web.

Community Involvement – The foundation and the governing board will be made of up of community members, leaders and parents from across Northwest Indiana.

Corporate Foundation Relations – The governing board will continuously form partnerships with local corporations and institutions to keep these constituencies engaged in student learning, and level resources, where possible.

Open School Board Meetings – As mentioned earlier, the NiSe Charter School Board of Directors (and any committees of the Board) are subject to the requirements of the Indiana Open Door Law governing public meetings (IC: 5-14-1.5) including timely public notice of upcoming meetings.

Additionally, the NiSe Charter will make every opportunity to keep parents and families engaged in their students' process. We will take this a step further and have an enrollment committee that includes local leaders to keep them updated on the progress of the school. This committee will keep the school abreast of community issues that include NiSe.

Contracts

The NiSe Charter School intends to enter into a contract with The American Quality Schools (AQS)Corporation, an Illinois not-for-profit corporation, as its EMO. The Principle/CEO will serve as the primary contact.

Nise will enter into select contracts with vendors (e.g. books, supplies, etc.) and subcontractors as needed in consultation with the Principal/CEO.

A lead teacher for each STEM area will be hired as permanent staff. The remaining teaching staff will be contract employees.

All transportation contracts will be reviewed by CEO and Maintenance personnel to provide safe and efficient, professional service with a minimum of delays and disruption of service to any service which includes mechanical or equipment failure.

Independent Contractor/Vendor Agreement

Sample Agreement

This agreement (the "Agreement") effective as of _______, 2001(the "Effective Date") between [name & address of client] (hereafter "Client") and [name & address of vendor] (hereafter the "Contractor");

WHEREAS, the Client [description of work] in accordance with (1) the Statement of Work (SOW) annexed to the Agreement as Exhibit A, and (2) the terms and conditions set forth in the Agreement; and

WHEREAS, Contractor is willing to provide such services in accordance such terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

- 1. The Client hereby engages Contractor, and Contractor hereby accepts such engagement, upon the terms and conditions set forth herein, for the period commencing on the Effective Date specified in the SOW and ending upon the Client's acceptance of the Contractor's services and deliverables, unless earlier terminated pursuant to the terms of this Agreement.
- 2. Contractor shall perform the services set for in the SOW (hereinafter, the "Services") and deliver the deliverables described in the SOW (hereinafter the "Deliverables") in accordance with the timeline set forth in the SOW. Any changes to the SOW which will impact the cost of the project or change the time line, must be accomplished through a change order, using the form annexed to the agreement as Exhibit B, signed by both parties.
- 3. As complete compensation for the Services and Deliverables, the Client will pay contractor the sum of [amount and conditions of payment].
- 4. In performing all aspects of the Services, Contractor shall coordinate and consult regularly with [administrator of the agreement], or a designee thereof.
- 5. Promptly after completion of each component of the Services/Deliverables, the Client will review, and where appropriate, test the component for conformity to the specifications and warranties contained in the Agreement. If the component so conforms, the Client will notify the Contractor accordingly ("Acceptance"). If the Client claims that there is a failure to conform to such specifications and/or warranties, the Client shall promptly notify Contractor of such nonconformance and Contractor will promptly take all steps necessary to effect conformance.

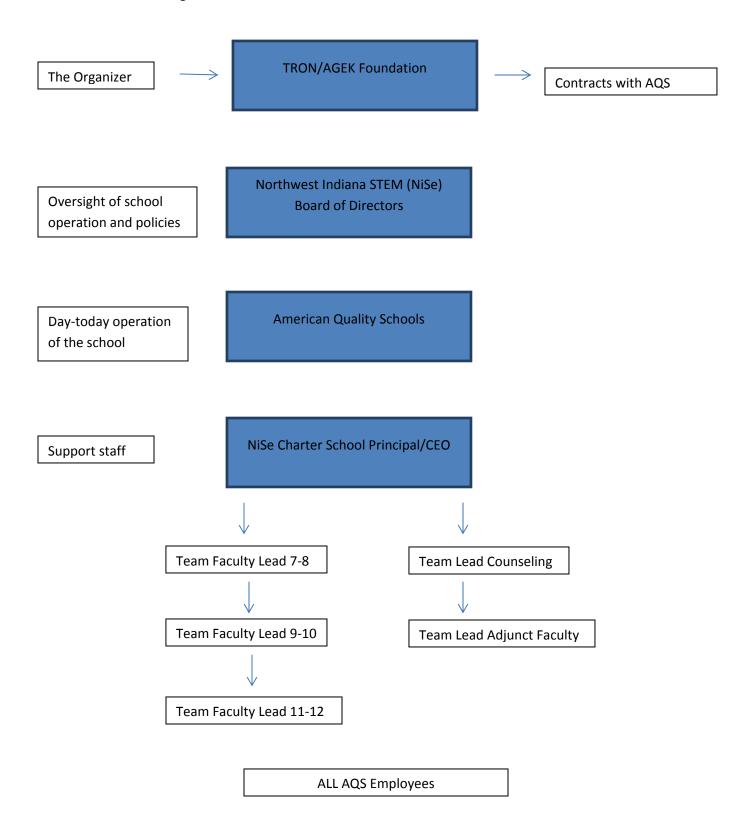
- 6. Each party acknowledges that the timeline is contingent upon timely completion of each phase by each party. Each party will report delays or anticipated delays as they occur and will make every reasonable effort to correct the situation.
- 7. In performing the Services, Contractor is an independent contractor, and not an employee of the Client, nor are any of Contractor's employees or contract personnel employees of the Client. Contractor shall have the right to perform services for others and the sole right to control and direct the means, methods and manner by which the Services required hereunder will be performed, consistent with the terms of this Agreement. Contractor shall not be entitled to any fringe benefits, including health insurance, benefits, paid vacation, or other employee benefits provided by the Client to its employees. Contractor is responsible for payment of any taxes, withholdings and any other statutory or contractual obligations of any sort, in connection with services provided hereunder. Contractor has no authority to create or assume any obligation on behalf of the Client, or to hold itself out as having such authority, without the prior written consent of the Client.
- 8. All materials delivered to the Client by the Contractor shall become the property of the Client, unless the parties agree otherwise in a signed contract. The Services will be provided on a "work for hire" basis, and the materials produced under the Agreement, including without limitation, the Deliverables, shall be deemed "works made for hire" as that term is defined under the U.S. copyright laws, of which the Client is the sole author and owner. To the extent, if any, that Contractor may be deemed the author of any portion of the Services and/or Deliverables, Contractor hereby fully and irrevocably assigns, transfers, conveys and relinquishes all rights, title and interest therein, including, without limitation, all copyrights, to the Client, and grants the Client a power of attorney coupled with an interest, to apply for and obtain all such copyrights in the Client's name. The duration shall be for the life of the copyright in the Services and/or Deliverables, and all renewals and extensions thereof. Further, Contractor shall have no right to attach its name or trademarks, logos or trade names to the Services or Deliverables. The provisions in this Section shall survive any termination of this Agreement. The existence of any claim or cause of action by the Contractor against the Client shall not constitute a defense to the enforcement by the Client of the covenants and agreements of this Section.
- 9. It is understood that in the course of the Contractor's performance hereunder Contractor may become privy to information relating to the Client's operations, employees, finances, projects, products and production plans, research and development, system design, software, hardware, technical processes and formulas, source codes, activities, and so on. Such information shall be deemed confidential in every case where either a reasonable person would understand it to be confidential or the Client has identified it as such, unless the information in question (i) was already known to Contractor prior to its first disclosure hereunder; (ii) has become generally known to the public through no fault of the Contractor's; or (iii) is required by law to be disclosed (in which case the Contractor shall provide the Client with a reasonable opportunity to seek a protective order maintaining confidentiality). Contractor shall maintain the secrecy of all of the Client's confidential information (including, without limitation, all confidential information that the Client has received or will receive from third parties), using the same care it applies to its own confidential information, and shall make use of such confidential information only to the minimum extent necessary to effect the Agreement. Contractor shall not exploit or reveal to any third party any of such information without the Client's express prior written consent. This provision shall apply to all confidential information, whether it was

exchanged before or after the date of this Agreement. All confidential information referred to in this Section in whatever form shall at all times remain the property of the Client, and shall, upon written request of the Client, be delivered by Contractor to the Client in all tangible forms, or, promptly destroyed by Contractor to the extent such delivery is impracticable.

- 10. Representations and Warranties:
- (a) Contractor represents and warrants that the Deliverables and the Services will be performed in a good workmanlike manner, by competent personnel, and in accordance with applicable professional standards, and that the Deliverables will perform in accordance with the specifications provided to Contractor by the Client. If any element of the Services does not conform to the foregoing warranty, the Client shall notify the Contractor in writing of such nonconformance, and Contractor shall re-perform such element in a manner that does conform.
- (b) Contractor represents and warrants that its provision of Services and delivery of the Deliverables hereunder will not infringe any United States patent existing on the Effective Date or any copyright or trade secret which is protected under United States law.
- (c) Contractor represents and warrants that Contractor's signing of this Agreement and the performance of Contractor's Services hereunder is not and will not be in violation of any other contract, agreement or understanding to which Contractor is a party or by which Contractor is bound.
- 11. During the Term, and subject to the terms and conditions set forth in this provision, Contractor may not reference the Client as a client in press releases, case studies or any other promotional materials (the "Promotional Materials"), unless, prior to printing, electronic publication, or any other dissemination or display of the Promotional Materials: (i) Contractor advises the Client of all uses it plans to make of the Promotional Materials; (ii) Contractor submits the Promotional Materials to the Client for review, and (iii) after such review, Contractor receives written approval from the Client authorizing it to produce and/or distribute and/or publish the Promotional Materials, in compliance with any further limitations that the Client may require. Contractor may not use the Client's name, trademarks and logos other than as set forth in, and in accordance with, this Section.
- 12. This Agreement shall be governed by the laws of the State of New York, and any dispute arising hereunder shall be resolved in the courts of the State of New York, County of New York.
- 13. Neither party may transfer or assign this Agreement, in whole or in part, in any manner whatsoever without the prior written consent of the other.
- 14. If any term or other provision of this Agreement, or any application thereof to any circumstance is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provisions or applications shall to that extent be severable and shall not effect other provisions or applications of this Agreement.
- 15. This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, supercedes any previous arrangements or understandings, whether written or oral, and may only be changed by a written agreement signed by the parties hereto.

AGREED TO AND ACCEPTED BY:

For Contractor:	For THE CLIENT:		
(Name)		(Name)	
(Signature)		(Signature)	
(date)		(date)	



Full Governing Board

Board members will be no more than nine members selected by the foundation. The length of the term of board members will be 3-years with staggered terms. The board will function under the umbrella of the foundation. It will have no legal or fiduciary rights but will act in an oversight and advisory capacity. This board will be comprised of nine members. The remaining members of the board will also be selected by the full board. The duties of the board will be:

- > To discuss, review and initiate school policy
- > To work directly with the Foundation on school direction
- To oversee and monitor the operation of the school as executed by the foundation
- > To meet in open meetings at least once per month to fulfill the above responsibilities and to build a strong relationship with parents and the community
- > To report to the foundation on a quarterly basis of their observations, findings, conclusions and recommendations regarding the operation of NiSe Charter School and academic progress of the student body
- > To review financial reports of the school and present the findings to the Foundation with recommendations for changes, actions and/or acceptance
- > To evaluate the performance of the Foundation
- > To present recommendations to the Foundation regarding their retention as the educational provider
- > To reappoint current or solicit new members will be the responsibility of the board

In all the above mentioned duties and responsibilities, the role of the board is primarily an advisory one only. Final legal action on any of the above named or any other matters will be the sole responsibility of the foundation.

To ensure that the community is kept involved of the governance of the NiSe Charter School, parents and community members will be asked to serve on the board. Additionally, the board will have an open door forum concept where parents and community members can participate in monthly board meetings. The board will meet a minimum of once per month but as often as needed, particularly in the first two years. The board meetings will require mandatory attendance of its own members, the Principal/CEO of the NiSe Charter School.

BYLAWS

OF

TRON-AGEK EDUCATIONAL FOUNDATION, INC.

ARTICLE I - ORGANIZATION

Section 1. <u>Corporate Name</u>. The name of the corporation is TRON-AGEK EDUCATIONAL FOUNDATION, INC., a non-for-profit corporation organized pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act".) The place in this state where the principal office of the corporation is to be located is in the city of Merrillville, Lake County, Indiana.

Section 2. <u>Purpose</u>. Said organization is organized exclusively for the charitable, religious, educational, and scientific purposes, including, for such purposes the making of distributions to organizations under section 501 ©(3) of the Internal Revenue Code or the corresponding section of any future federal tax code; to establish a charter school which will provide a quality learning environment that will instruct students from grades 6-12 through a science, technology, engineering and math (STEM) centered on the Indiana Graduation Requirements Core 40 curriculum based on research best practices in leading states with the STEM curriculum; and to accept donations, gifts and bequest in furtherance of the above objectives.

- Section 3. <u>Registered Agent</u>. The registered agent in charge thereof shall be: Augusta DeNeal, 319 E. 60th Drive, Merrillville, Indiana 46410.
- Section 4. <u>Seal</u>. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and State of Indiana, with the words "Corporate Seal" through the center. The Secretary shall be in charge of the seal.
- Section 5. <u>Period of Existence.</u> The period during which the Corporation shall continue is perpetual.

ARTICLE II - BOARD OF DIRECTORS

Section 1. <u>Powers and Duties</u>. The business and affairs of the Corporation shall be managed and controlled by the Board Directors, seven (7) in number. They shall be elected by the members at the annual meeting of members of the corporation, and each director shall be elected for the term of one year, and until his/her successor shall be elected and shall qualify or until his/her earlier resignation or removal.

The names and addresses of the persons, who are the initial members of the board, two of whom are the incorporators, are as follows:

NAME ADDRESS

Elonda Ervin
Augusta DeNeal
Geraldine Roby
Dawn Dawkins
Olga Chambers
Grayling Gordon

4362 S. Hilton Street, Apt. 6, Terre Haute, IN 47802
319 E. 60th Drive, Merrillville, Indiana 46410
1184 Jennings Street, Gary, Indiana 46404
4236 Elm Street, East Chicago, Indiana 46312
3378 Reserve Drive, Apt. 103, Portage, IN 46368
3718 Euclid Avenue, East Chicago, IN 46312.

The Board shall employ such agents and servants as they may deem advisable, and fix the rate of compensation of all agents, employees and officers.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to the Board of Director, officers or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Article of Incorporation. No substantial part of the activities of the corporation shall be the carry on of propaganda, or otherwise participate in, or intervene in (including publishing or distribution statements any political campaign on behalf of, in opposition to, any candidate for public office. Notwithstanding any other provision of this articles, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (3) of the Internal Revenue Code or the corresponding section of any future federal tax code or (b) by a corporation contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. <u>Annual Meetings</u>. The annual meeting of the corporation shall he held each year at such time and place as shall be determined by the Board of Directors for the purpose of electing Directors and of transacting such other business as may properly he brought before the meeting.

Section 3. <u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held, without notice, at least quarterly, at the registered office of the corporation, or at such other time and place as shall be determined by the Board.

Section 4. <u>Special Meetings</u>. A special meeting of the Board of Directors may called by the President on two (2) days notice to each director, either personally or by mail, fax or by telegram. The President or Secretary shall call special meetings in like manner and on like notice on the written request of a majority of the directors in office.

Section 5. Notice of Meetings.

- (A) **Regular Meetings.** Regular meetings may be held with or without notice.
- (B) **Special Meetings.** Special meetings shall be held upon written or oral notice stating the

time and place being given to each Board Member at least three days before such meeting, except as otherwise required in these Bylaws. If written, such notice shall be delivered either personally or deposited in the United States Mail, addressed to the Board Members' address, with postage thereon prepaid (and shall be deemed received the following day).

(C) **Purpose.** The business to be transacted, or the purpose of, any meeting should be specified in the notice or waiver of notice of the meeting.

Section 6. <u>Waiver or Notice</u>. A Board Member may waive in writing notice of any meeting of the Board of Directors before, at or after such meeting; and their waiver shall be deemed the equivalent of giving notice. Attendance of a Board Member at a meeting constitutes a waiver of notice of the meeting, except where the meeting is attended for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and the Board Member does not vote for or assents to any action taken at the meeting.

Section 7. <u>Action By Unanimous Written Consent</u>. Action required or permitted to be taken by the Board of Directors at meeting may be taken without a meeting if, before or after the consent to the action in writing. The written consents shall be filed with minutes of the proceedings of the Board of Directors. The consent shall have the same effect as a vote of the Board of Directors for all purposes.

Section 8. <u>Electronic Participation</u>. A member of the Board of Directors may participate in a meeting of the Board of Directors by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 9. Quorum. A majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting a which a quorum is present constitutes the acts of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as first convened had there been a quorum present. However, if a quorum shall be present at any duly constituted meeting of the Board of Directors, such directors may continue to do business until adjournment notwithstanding the withdrawal or removal of such directors as may leave less than a quorum. In the event of a tie vote, the President shall vote to break the tie vote.

Section 10. Number and Term of Directors.

(A) The initial Board of Directors shall be composed of seven in number. The term of office of directors shall expire each year at the annual meeting, or until their successor is elected and qualified, or until their resignation or removal. At no time shall the Board of Directors

exceed seven members.

(B) The initial Board of Directors shall be comprised of the following: Elonda Ervin, Augusta DeNeal, Geraldine Roby, Dawn Dawkins, Olga Chambers, Grayling Gordon, and an individual to be determined.

Section 11. Vacancies.

- (A) Vacancies in the Board of Directors shall be filled by appointment made, upon recommendation by the affirmative vote of a majority of the remaining Board of Directors, even if there is less than a quorum of the Board of Directors.
- (B) Each person so elected to fill vacancy shall remain a Board Member until expiration of their term and until a successor is elected and qualified, or until their removal or resignation.
- Section 12. <u>Removal or Resignation of Board Members</u>. At a meeting of the Board of Directors called for such purpose, upon the motion of any member(s) a member may be removed with cause by a vote of the majority of the Board of Directors then in office. Unless a later date is specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors. A director may resign at any time by filing his written resignation with the secretary.

Section 13. <u>Committees</u>. The Board of Directors may designate one or more committees, each committee to include one or more of the members of the Board of Directors. The Board of Directors may designate one ore more of its members as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such an absent or disqualified member. A committee, and each member thereof, shall serve at the pleasure of the Board of Directors.

Section 14. <u>Order of Business</u>. The order of business at all meetings of the Board of Directors shall be as follows:

- 1. Roll call.
- 2. Reading of the minutes of the preceding meeting and action thereon,
- 3. Reports of officers,
- 4. Reports of committees,
- 5. Unfinished business,
- 6. Miscellaneous business,
- 7. New business,
- 8. Adjournment.

ARTICLE III - OFFICERS OF THE CORPORATION

Section 1. Officers. The officers of the corporation shall consist of a President, Vice-President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice-Presidents and such other officers, as it shall deem necessary. The same person may hold any two or more offices, except that the same person shall not perform the duties of the president and secretary. The Board of Directors by resolution may create and define the duties of other offices in the corporation and shall elect or appoint persons to fill all such offices.

Section 2. <u>Vacancies</u>. Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the corporation, or otherwise, the Board of Directors shall fill the same, and the officer so elected shall hold office until his successor is chosen and qualified.

Section 3. <u>President</u>. The President shall preside at all meetings of members and directors, discharge all the duties which devolve upon a presiding officer, and perform such other duties as this code of bylaws, provide, or the Board of directors may prescribe.

Section 3. <u>Vice-President</u>. The Vice-President shall perform all duties incumbent upon the President during the absence or disability of the President, and perform such other duties as this code of bylaws, provide, or the Board of directors may prescribe.

Section 4 Secretary. The Secretary shall have the custody and care of the corporate seal, records, and minutes of the corporation. The Secretary shall attend all meetings of the Board of Directors, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees appointed by the Board of Directors, when required. The Secretary shall attend to the giving and serving of all notices of the corporation, shall file and take charge of all papers and documents belonging to the corporation and shall perform such other duties as this code of bylaws may require or the Board of Directors my prescribe.

Section 6. <u>Treasurer</u>. The Treasurer shall keep correct and complete records of account, showing accurately at all times, the financial condition of the corporation. The Treasurer shall be the legal custodian of all moneys, notes, securities and other valuables, which may from time to time come into the possession of the corporation. The Treasurer shall immediately deposit all funds of the corporation coming into his hands in some reliable bank or other depositary to be designated by the Board of Directors, and shall keep such bank account in the name of the corporation. He or she shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the corporation, and shall perform such other duties as this code of bylaws may require or the Board of Directors may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board of Directors.

Section 7. Delegation of Authority. In case of the absence of any officer of the corporation,

or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers or duties of such officer to any other officer or to any director, for the time being, provided a majority of the entire Board of Directors concurs therein.

Section 8. Execution of Documents. Unless otherwise provided by the Board of Directors, all contracts, leases, commercial paper and other instruments in writing and legal documents, shall be signed by the President and attested by the Secretary. All bonds, deeds and mortgages shall be signed by the President and attested by the secretary. All checks, drafts, notes and orders for the payment of money shall be signed by those officers or employees of the corporation as the directors may from time to time designate.

ARTICLE IV - CORPORATE BOOKS AND RECORDS

Section 1. <u>Place of Keeping, In General</u>. Except as otherwise provided by the laws of the State of Indiana, by the Articles of Incorporation of the corporation or by these bylaws, the books and records of the corporation may be kept at such place or places, within or without the State of Indiana, as the Board of Directors may from time to time by resolution determine.

ARTICLE V - AMENDMENTS

Section 1. <u>Amendments</u>. Bylaws may be adopted, amended or repealed at any meeting of the Board of Directors by the vote of a majority thereof.

ARTICLE VI - FISCAL YEAR

Section 1. <u>Fiscal Year</u>. The fiscal year of the corporation shall begin on the first day of July in each year and end on the thirtieth day of June in each year.

ARTICLE VII- ANY CONFLICTS WITH REGULATORY AGREEMENTS

It is understood that In the event the terms of the Regulatory Agreement conflicts with the terms of any of the organizational documents, then the Regulatory Agreement takes precedence.

ARTICLE VIII – DISSOLUTION OF THE CORPORATION

Section 1. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principal office of the organization is located, exclusively for such purposes or to such organizations(s), as said Court shall determine, which are organized and operated exclusively for such charitable purposes.

NiSe's most important resource for an effective learning environment is its ability to employ highly qualified personnel, particularly the administrative management team.

Principal/CEO

The Principal/CEO will provide day-to-day academic and staff management of the school. The school faculty and staff will report directly to the principal. The candidate will oversee the administration of all the NiSe school activities and functions and have final approval on all levels. The candidate is responsible for curriculum development and implementation. The candidate will be responsible for writing a minimum of one grant a year to obtain funding for school functions. The candidate is responsible for all leadership concerns of the academy, teacher certification, and training and criminal background checks. The candidate is responsible for establishing procedures and guidelines, preparing process and training manuals, and ensuring fiscal reports safekeeping and distribution. The candidate will be responsible for hiring and terminating NiSe staff. The candidate reports directly to the foundation and NiSe Board of Directors. The candidate is responsible for coordinating and planning all board meetings, and meetings with NiSe's attorney, and fiscal management agency. The candidate is responsible for coordinating and implementing an academic leadership team that consists of one lead (Level 1) teacher for all grades, a registered nurse, project engineer, athletic director, horticulturist or master gardener, guidance counselor (therapist/test administrator), ESL technician and class aids. The principal is responsible for providing the necessary skills to ensure that NiSe students pass state standards testing and Average Yearly Progress.

The Principal/CEO will be responsible for upgrade and modifying existing written curriculums and offerings as well as in-service staff approval and training. This review will be performed quarterly.

All transportation contracts will be reviewed by Principal/CEO to provide safe and efficient, professional service with a minimum of delays and disruption of service to any service which includes mechanical or equipment failure.

In collaboration with the EMO, the Principal/CEO will:

- Assist in the hiring of all teaching faculty, teacher aides, support staff and building and grounds maintenance personnel.
- Assist with the coordination and management of the full academic plan or curriculum, setting and assisting with curriculum and changes, purchasing instructional books and supplies which include all technology and software.
- Assist in the selection, administration, and reporting of all academic testing of students.
- ➤ Coordinate the day-to-day operations of the charter school.
- Assist in the selection of vendors and subcontractors as needed.
- Assist in the preparation of student academic student achievement reports for the board.

1184 Jennings Street Gary, Indiana 46064 cell: 219-433-3915

geriroby@comcast.net

Employment

6/2004 – 6/2010 Edgewater Systems for Balanced Living, Gary, IN

Instruct students expelled from public schools from Gary, Hammond, East Chicago, and court appointed with mental and behavioral disabilities. Responsibilities included planning and executing instructional lessons, assessing students based on specific objectives derived from a set curriculum, and communicating with parents.

1/2004 - present

Indiana University Northwest, Gary, IN

Teach Interpersonal Communications and Public Speaking classes.
 Provide a comprehensive course outline, appropriate notice of assignments, and adhering to the specifics of the course outline.

8/1986 - 6/2004

Gary Public School Corporation, Gary, IN

As a special education teacher, taught classes K-12. Disabilities included: (Mildly Mental, Learning and Emotional Disabilities). Responsibilities included planning and executing instructional lessons, assessing students based on specific objectives derived from a set curriculum, and communicating with parents.

8/1979 - 8/1986

Blue Cross Blue Shield of Illinois, Chicago, IL

 Supervised the day to day operation of clerical, written inquiry, and phone units. Responsibilities included hiring, orienting and training, assigning work, evaluating performance, rewarding performance, disciplining and dismissing employees.

Marketing Representative for UPS accounts for seven states. Responsibilities included regular contact with customers in an effort to generate business. Performed administrative functions and work with customers to solve problems.

Academic Preparation

Educational Specialist (Ed.S) - Indiana State University. Terre Haute, IN.

Internship: Diversity in Teacher Education Programs May 2009

M.S. Special Education, Indiana University, South Bend, IN

June 2002

M.A. Communications, Purdue University, Hammond, IN August 1995

B.S. Organizational Management, Calumet College, Whiting, IN May 1989

Professional License:

Professional Educator's License State of Indiana

License No. 1036751 Issued: June 23, 2009 – June 23, 2014

Professional References:

Dr. Vernon G. Smith Dr. Elonda Ervin

Indiana University Northwest Indian State University

School of Education Associate Director for Experiential Learning

219-980-7120 (work) 812-237-4392 (wk)

vesmith@iun.edu ware@indstate.edu

Dr. Rochelle Brock Brandon Freeland, Manager

Indiana University Northwest Edgewater Systems for Balanced Living

School of Education 219-885-4264 (work)

219-980-6889 (work) bfreeland@edgewatersystems.org

brock2@iun.edu

Attachment 18 – First Year Staffing Chart

First Year Staffing Chart		
Total # of Students 200		
Employee Positions	FYI 2011 – 2012	
1. Head of School	1	
2. Administrative	1	
Asst.		
3. Classroom	5	
Licensed Teachers		
(6-8)		
4. Classroom	5	
Licensed Teachers		
(9-12)		
5. Classroom	1	
Assistants/Aids		
6. Special Education	1	
Teacher		
7. ESL/ELL Teacher	1	
8. Media/Resource	1	
9. PE/Music – all	1	
special areas		
10. Food Service	1	
11. Maintenance	1	
12. Nurse	1	
13. Counselors	2	
14. Dean of Students	1	

The Board is committed to securing the services of the best personnel available. Only professionally trained individuals who meet the state statutory requirements and who satisfy the Corporation's established standards will be considered for certified positions. All classified staff shall be recruited and selected on the basis of specific position requirements.

The search for qualified applicants may extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the corporation, and it will recognize the contributions which can be made by people of different races, religions, and ethnic backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the corporation, they are to be considered first. Any current employee of the corporation may apply for any position for which he/she has certification and meets other stated requirements.

The keys to effectively recruit and retain good teachers are:

- 1. Allow them to work an environment that supports learning
- 2. Establish of an effective mentoring program for new teachers
- 3. Provide continuous development and training
- 4. Ensure that teachers are part of the school governance

Recruitment and Retention

Staff employed by NiSe is the most important resource for professionally and effectively conducting a high quality learning environment and programs. It takes a team effort from all constituencies to make sure this takes place. It can happen if NiSe hires the most competent personnel, conducts continuous staff develop like the NiSe Teachers Institute and establish rules and policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to the mission of NiSe, nothing less. The goal is to develop and implement procedures for personnel recruitment, screening, and selection which will result in employing candidates with the highest capabilities and commitment to a high quality education therefore assuring the greatest probability of effectively implementing NiSe's academic and service initiatives. Our plan is to develop a working environment in which staff performance and morale are produced. Also, not only to provide NiSe training, but any other training or staff development to improve NiSe's mission or the staff member's career development options. Finally, to develop and use positive evaluation practices which contribute to the improvement of staff and learning academic programs. NiSe believes wholeheartedly in equal opportunity for all people in employment regardless of race, religion, national origin. political affiliation, sex, age or handicap.

Establishing relationships with 4-year institutions with a strong teacher education program (e.g. Indiana University's Urban Teacher Education Program (UTEP) is a strong means of recruiting qualified teachers. Statistics show that approximately one-quarter of all beginning teachers leave the profession in the first five years, and those rates can climb to 50 percent in high-poverty areas (National Center for Education Statistics [NCES], 1996. Teacher-attrition rates overall nationally were 6.6 percent in 1994 (Whitener et al., 1997). Current data from Midwestern states indicate that attrition rates can be as high as 9 percent. Such high attrition rates, especially in the early

years of teaching, require schools and school districts to expend tremendous energy and resources developing teachers, many of whom will eventually leave. According to the NCREL survey, however, districts are finding and adopting successful strategies for keeping high-quality teachers. One effective strategy to retain teachers is the use of new teacher support programs.

Additional strategy for retaining teachers are restructuring schools to make them smaller; recruiting from, and training in, the community; and two approaches designed to treat teachers as professionals: implementing common planning time and involving teachers in decision making. These strategies could be particularly attractive to small or rural school districts or low-wealth districts looking for ways to improve teaching without a large investment of new resources. Effective implementation may involve some up-front costs and allocation of staff development funds

Even under the best of circumstances, the first few years of teaching can be a very difficult time. Most teachers face isolation from their colleagues. New teachers often are assigned to some of the most challenging courses and classrooms. In addition, some feel they have not received enough training to handle certain aspects of their job (Lewis et al., 1999).

Another retention strategy shared by the NCES is collaborative professional development--such as common planning periods, team teaching, and regularly scheduled collaboration with other teachers and administrators--is more effective than other forms (Lewis et al., 1999). Survey results validate these findings. In addition to the retention benefits claimed by superintendents, collaboration among teachers can result in improved teaching. Stronger teachers can assist weaker ones; teachers can share techniques and information; the curriculum can be better aligned to improve student learning; and multiple perspectives can be shared about one student. State policies make a difference in the kind of support that is provided for mentor teachers. Indiana and Ohio were most likely to provide release time and compensation for mentors. State funding of \$600 per mentor is available in Indiana, where 76 percent of the programs compensate their mentor teachers.

School Financial Plan

Many school districts are required to file a Comprehensive Annual Financial Report (CAFR). This report is prepared in accordance with generally accepted principles set by the Governmental Accounting Standards Board (GASB). The report will conform to all current, relevant pronouncements applicable to governmental entities throughout the United States. The CAFR will have three sections: introductory, financial and statistical. The introductory includes a transmittal report signed by the CEO, NiSe attorney and Chief Financial Officer showing an overview of financial developments. The financial report will include auditor's report, analysis and recommendations and any other basis financial information. It will include a statistical section which will include statistical tables and comparisons, financial trends, revenue capacity information, debt capacity information, demographic and economic information and operating information. Finally, it will include a section on compliance and controls with provisions of the Single Audit Act of 1966 and the U.S. Office of Management and Budget Circular A-133, Audit of States, Local Governments and Non-Profit Organizations. Individual fund statements will show state funds, proprietary funds, and fiduciary funds along with balance sheets, statement of revenues, cash assets, cash flows and liabilities. Each NiSe board member will commit \$2,000 to offset upfront funds for the first year such as non-for-profit legal documents and legal retainer fees. Board members will be reimbursed funds with 5% interest upon approval of funds for NiSe. NiSe will file any other forms requested by Ball State or other constituencies upon approval of the COE, accounting and legal firm.

To make certain that the financial affairs of NiSe are in order, an independent timely, annual audit will be conducted at the close of the school year or whenever there seems to be some inconsistencies in the fiscal operations of a school. The independent auditor will examine source documents and transactions in order to certify that all activities were conducted with generally accepted accounting principles and in accordance with authorized actions and legal requirements. An audit that is not conducted in a timely fashion is worthless.

Attachment 21 - Cash Flow Projections Start Up and Year One Cash Flow Projections Start Up

School Name: NiSe	DATES COVERI
INCOME	
Cash In Funding Source	Budget Amount
State Grants (Please Describe)	
Other Grants (Please Describe)	175000
Loans (Please Describe) *	
Donations/Gifts (Please Describe)	
Other (Please Describe)	
*provide source and terms of all	
TOTAL CASH IN (INCOME)	175000
EXPENSES	
Expenditure	Budget Amount
Legal	5000
Accounting and Consulting	2500
Filing	2500
Fundraising	
Maria I I Propries Inc.	5000
Marketing: Including Printing and Postage	5000
Rent: Office Space and Utilities	5000
Supplies	1000
Equipment	4000
	44000
Labor	
Admin/Staff/Teachers	50000
	50000 116500

ED: July 1, 2011 - June 30, 2012
Description: Specific Source
_ contract of the contract of
Federal PCS Implementation Grant
D 1 (1 A (1
Description: Assumptions
Initial Set Up of Entity & Contracts
Initial Set Up of Budgets & Accounting
Advertising for staff and students
2 months rent
Office supplies
Computer equip for planning team
3 months Planning Team
3 months Planning Team 2 months

Projected Enrollment 200	NiSe
	Description (Where requested in Column A)
	(
I. CASH IN (INCOME):	
Donations/Gifts (Please Describe)	School fundraising Estimated @ \$35 per student
State Tutition Support	Basic Funding
	Basic Special Education Funding
TOTAL CASH IN (INCOME):	
II. EXPENDITURES:	
A. Employee Salaries	
Director/Principal/Leader	Director
Assistant Principal	Counselor
Other Administration	1 - Administrative Assistant
Classroom Assistants	3 Aides & 1 Sp Ed Aides
Teachrers	6-7 Teachers
Total Employee Salaries	
B. Employee Benefits	
Group Dental Insurance	Estimated @ 1%
Group Health Insurance	Estimated @ 9.5%
Group Life Insurance	Estimated @ 0.25%
Long-Term Disability Insurance	Estimated @ 0.25%
Public Employee Retirement	Estimated @ 5.75%
Social Security & Medicare	Employers Share @ 7.65%
Teacher Retirement	Estimated @ 7.5%
Unemployment Compensation	Estimated @ 2.7%
Workers Compensation	Estimated @ 4.58%
Other Employee Benefits	Tuition Support \$250 per teacher
Total Employee Benefits	
C. Rental of Facilities & Utilities	
Electricity	
Gas, Oil, or Steam Heat	
Grass and Tree Services	
Internet Access	

Mortgage	
Rent	Est based on 30,000 sq ft
	Est based on 50,000 sq ft
Repair & Maintenance Services Telephone	
Trash Removal	
Utilities	Cas Abarra Floatria & Cas
	See Above Electric & Gas
Water & Sewer Other Facilities & Utilities Expense	Maintananaa gumuliag
Total Rent and Utilities	Maintenance supplies
Total Rent and Utilities	
D. Insurance	
Board Errors and Omissions	
General Liability Insurance	
Health Insurance	See Above under Employee Benefits
Property & Casualty Insurance	Includes lines indicated below
Property & Inland Marine	Combined in above
Theft Insurance	Combined in above
Treasurer Bonds	
Umbrella/excess Liability	Combined in above
Vehicle Insurance	None
Worker's Compensation Insurance	See Above under Employee Benefits
Other Insurance Expense (Please	
Describe)	
Total Insurance	
E. Service Contracts	
Accounting & Payroll Services	Monthly Accounting
Consulting Services	
Data Processing Services	
Equipment Rental & Lease	
Food Service Contract	Est net revenue at \$500 per month
Legal Services	•
Professional & Technical Services	
Pupil Transportation Contract	None
Security Services	
Staff Development	Professional Development
Other Service Contracts	Building Maintenance
Total Service Contracts	
F. Supplies & Materials	
Advertising	
Computer Software	Accounting and Educational
Custodial Supplies	Accounting and Educational
Instructional Supplies	\$100 per classroom
monucuonai supplies	prod per ciassioulli

Library Books	
Office Supplies & Expense	
Postage	
Printing	
Subscriptions	
Testing & Evaluation Supplies	
Textbooks	\$500 per new Student
Other Supplies & Materials	Educational Supplies
Total Supplies & Materials	T. C.
**	
G. Capital Outlay	
x	4 computers per classroom, & Dell COW lease,
Computer Hardware	Network Infrastructure
Computer Software	Operational and email exchange
Office Furniture & Equipment	Office furniture/equip
Instructional Furniture & Equipment	\$9000 per new classroom
Vehicles	•
Land Purchases	
Improvements & Alterations	
Other Capital Outlay	
Total Capital Outlay	
H. Other Expenditures	
Audit Expense	
Dues & Fees	Indiana Charter Schools etc.
Fundraising	
Travel Expense/Mileage	
Debt Services-	
Field Trips	Est @ \$50 per student
Payments to an EMO	7% of Basic Tutition Support
BSU Administrative Fee	3% of Basic Tuition Support
Other (Please Describe)	
Total Other Expenditures	
TOTAL EXPENDITURES	
REMAINING BALANCE	
(DEFICIT)	
` '	

Annual Budget
Total
7,000.00
1,600.00
14,000.00
1,621,000.00
80,000.00
115,000.00
25,000.00
30,000.00
550,000.00
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21,600.00 36,640.00 4,250.00 211,690.00

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2,000.00
3,000.00
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2,000.00
83,000.00
1,500.00
3,500.00
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8,500.00 20,000.00 0.00 30,000.00
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30,000.00 0.00 30,000.00 0.00 0.00 0.00
30,000.00 0.00 30,000.00 0.00 0.00 0.00 5,000.00 25,000.00
30,000.00 0.00 30,000.00 0.00 0.00 0.00 5,000.00 25,000.00 80,000.00
30,000.00 30,000.00 0.00 0.00 0.00 5,000.00 25,000.00 80,000.00
30,000.00 30,000.00 0.00 0.00 0.00 5,000.00 25,000.00 80,000.00 1,500.00 3,000.00
30,000.00 30,000.00 0.00 0.00 0.00 5,000.00 25,000.00 80,000.00

	Pre-Operational	First Fiscal Year
Dates Covered	Aproval - 6/30/12	07/12 - 06/13
Projected Enrollment	0	200
I. CASH IN (INCOME)		
Donations/Gifts Fundraising @35 per student	0.00	7,000.00
State Tutition Support		1,600,000.00
School Board Loan		14,000.00
Loan From Common School Loan	0.00	
PCSP Planning & Implementation Grant		
Federal Title I - Title V		50,000.00
Textbooks Funding	0.00	
State Tuition Support	175,000.00	
Temporary Loans		
Temporary Loans/ School Board		14,000.00
Other YR1-Temp loan-YR2 State Summer School Program		0.00
TOTAL CASH IN (INCOME):	175,000.00	1,685,000.00
II. EXPENDITURES:		
A. Employee Salaries		
Director/Principal/Leader		80,000.00
Dean of Students		65,000.00
Social Worker/Counselor		50,000.00
Administrative Assistant		25,000.00
Aids/Special Ed		30,000.00
Consultants		0.00
Librarians		
Overtime Expense		
Social Workers		
Substitute Teachers		
Teachers		550,000.00
Labor - 3 months planning	44,000.00	,
Admin Staff and Teachers	50,000.00	0.00
Other Human Resource Expense	,	0.00
Total School Employee Salaries	94,000.00	800,000.00

B. Employee Benefits		
Group Dental Insurance		8,000.00
Group Health Insurance		76,000.00
Group Life Insurance		2,000.00
Long-Term Disability Insurance		2,000.00
Public Employee Retirement		0.00
Social Security & Medicare		61,200.00
Teacher Retirement		0.00
Unemployment Compensation		21,600.00
Workers Compensation		36,640.00
Other Employee Benefits		4,250.00
Total Employee Benefits		211,690.00
C. Rental of Facilities & Utilities		
Electricity		15,000.00
Gas, Oil, or Steam Heat		15,000.00
Grass and Tree Services		5,000.00
Internet Access		3,000.00
Additional Classroom Leases		0.00
Rent	5,000.00	25,000.00
Repair & Maintenance Services		0.00
Telephone Long Distance		2,000.00
Trash Removal		3,000.00
Utilities		0.00
Water & Sewer		3,000.00
Other Facilities & Utilities Exepnse		2,000.00
Total Rent and Utilities	5,000.00	73,000.00
D. Insurance		
Board Errors and Omissions		1,500.00
General Liability Insurance		3,500.00
Health Insurance		0.00
Property & Casualty Insurance		3,500.00
Property & Inland Marine		0.00
Theft Insurance		0.00
Treasurer Bonds		0.00
Umbrella/excess Liability		0.00
Vehicle Insurance		0.00
Worker's Compensation Insurance		0.00
Other Insurance Expense		0.00
Total Insurance	0.00	8,500.00

	1	
E. Service Contracts		
Accounting & Legal Services	2,500.00	20,000.00
Consulting Services		0.00
Data Processing Services		0.00
Equipment Rental & Lease		0.00
Food Service Contract		30,000.00
Legal Services	5,000.00	0.00
Professional & Technical Services		0.00
Pupil Transportation Contract		0.00
Security Services		0.00
Staff Development		5,000.00
Other Service Contracts		25,000.00
Total Service Contracts	7,500.00	80,000.00
F. Supplies & Materials	5,000.00	
Advertising	3,000.00	1,500.00
Computer Software		3,000.00
Custodial Supplies		2,612.00
Instructional Supplies		1,200.00
Library Books		2,500.00
Office Supplies & Expense		5,000.00
Postage		1,000.00
Printing	5,000.00	1,000.00
Subscriptions	3,000.00	200.00
Testing & Evaluation Supplies		3,500.00
Textbooks		75,000.00
Other Supplies & Materials		25,000.00
Total Supplies & Materials	10,000.00	121,512.00
Total Supplies & Materials	10,000.00	121,512.00
G. Capital Outlay		
Computer Hardware		40,000.00
Computer Software		10,000.00
Office Furniture & Equipment		5,000.00
Instructional Furniture & Equipment		25,000.00
Vehicles		0.00
Land Purchases		0.00
Improvements & Alterations		0.00
Building Equipment		0.00
Total Capital Outlay	0.00	80,000.00

REMAINING BALANCE (DEFICIT)	58,500.00	143,798.00
TOTAL EXPENDITURES	116,500.00	1,541,202.00
Total Other Expenditures	0.00	166,500.00
Regional Manager Fees		0.00
BSU Administrative Fee		48,000.00
Payments to an EMO		112,000.00
Field Trips		5,000.00
Debt Services-Building Rennovations		0.00
Travel Expense/Mileage		1,000.00
Debt Services-IFF & CS Loan		
Fundraising		0.00
Dues & Fees		500.00
Audit Expense		0.00
H. Other Expenditures		

School Name: NiSe

Second Fiscal	Third Fiscal	Fourth Fiscal	Fifth Fiscal
Year	Year	Year	Year
07/13 - 06/14	07/14 - 06/15	07/15 - 06/16	07/16 - 06/17
300		500	600
10,500.00	14,000.00	17,500.00	21,000.00
2,400,000.00	3,200,000.00	4,000,000.00	4,800,000.00
0.00	0.00	0.00	0.00
100,000.00	150,000.00	175,000.00	175,000.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
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2,510,500.00	3,364,000.00	4,192,500.00	4,996,000.00
			<u> </u>
	_		1
01 700 00	02 222 00	04.007.00	96 505 00
81,600.00	83,232.00	84,897.00	86,595.00
66,300.00	67,626.00	68,979.00	70,359.00
66,300.00 51,000.00	67,626.00 52,020.00	68,979.00 53,060.00	70,359.00 54,121.00
66,300.00 51,000.00 26,000.00	67,626.00 52,020.00 26,520.00	68,979.00 53,060.00 27,054.00	70,359.00 54,121.00 27,596.00
66,300.00 51,000.00 26,000.00 30,600.00	67,626.00 52,020.00 26,520.00 31,212.00	68,979.00 53,060.00 27,054.00 31,836.00	70,359.00 54,121.00 27,596.00 32,473.00
66,300.00 51,000.00 26,000.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00 0.00 561,000.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00 0.00 561,000.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00
66,300.00 51,000.00 26,000.00 30,600.00 0.00 0.00 561,000.00 0.00	67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00 0.00

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8,160.00	8,263.00	8,428.00	8,597.00
77,520.00	79,020.00	8,651.00	82,264.00
2,040.00	2,040.00	2,040.00	2,040.00
2,040.00	2,040.00	2,040.00	2,040.00
62,424.00	63,672.00	64,945.00	66,244.00
22,032.00	22,472.00	22,922.00	23,380.00
37,372.00	38,119.00	38,881.00	39,659.00
5,000.00	5,500.00	6,000.00	6,000.00
216,588.00	221,126.00	153,907.00	230,224.00
15,300.00	15,306.00	15,306.00	15,306.00
15,300.00	15,306.00	15,306.00	15,306.00
5,100.00	5,102.00	5,102.00	5,102.00
3,060.00	3,061.00	3,061.00	3,061.00
0.00	0.00	,	0.00
25,500.00	25,510.00	25,510.00	25,510.00
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2,040.00	2,040.00	2,040.00	2,040.00
3,060.00	3,061.00	3,061.00	3,061.00
0.00	0.00	0.00	0.00
3,060.00	3,061.00	3,061.00	3,061.00
2,040.00	2,040.00	2,040.00	2,040.00
74,460.00	74,487.00	74,487.00	74,487.00
1,530.00	1,531.00	1,531.00	1,531.00
3,570.00	3,572.00	3,572.00	3,572.00
0.00	0.00	0.00	0.00
3,570.00	3,572.00	3,572.00	3,572.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
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81,600.00	87,422.00	88,364.00	89,314.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
25,500.00	25,500.00	25,510.00	25,510.
5,100.00	5,102.00	5,102.00	5,102.
10,200.00	10,204.00	10,204.00	10,204.
40,800.00	46,616.00	47,548.00	48,498.
123,963.00	125,587.00	127,202.00	128,843.
25,500.00	25,510.00	25,510.00	25,510.
76,500.00	78,030.00	79,591.00	81,183.
3,570.00	3,572.00	3,572.00	3,572.
224.00	224.00	224.00	224.
1,020.00	1,020.00	1,020.00	1,020.
1,020.00	1,020.00	1,020.00	1,020.
5,100.00	5,102.00	5,102.00	5,102.
2,550.00	2,551.00	2,551.00	2,551.
1,224.00	1,249.00	1,249.00	1,249.
2,664.00	2,717.00	2,771.00	2,820.
3,061.00	3,061.00	3,061.00	3,061.
1,530.00	1,531.00	1,531.00	1,531.
81,600.00	81,632.00	81,632.00	81,632.
25,500.00	25,510.00	25,510.00	25,510.
5,100.00	5,102.00	5,102.00	5,102.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
30,600.00	30,612.00	30,612.00	30,612.
0.00	0.00	0.00	0.
20,400.00	20,408.00	20,408.00	20,408.

6,500.00	6,000.00	6,000.00	6,000.00
500.00	500.00	500.00	500.00
1,020.00	1,020.00	1,020.00	1,020.00
5,100.00	5,102.00	5,102.00	5,102.00
112,000.00	112,000.00	112,000.00	112,000.00
48,960.00	49,939.00	50,938.00	51,956.00
0.00	0.00	0.00	0.00
174,080.00	174,561.00	175,560.00	176,578.00
760,961.00	1,566,320.00	1,558,517.00	1,655,418.00
1,749,539.00	1,797,680.00	2,633,983.00	3,340,582.00

	Pre-Operational	First Fiscal Year
Dates Covered	Aproval - 6/30/12	07/12 - 06/13
Projected Enrollment	0	200
I. CASH IN (INCOME)		
Donations/Gifts Fundraising @35 per student	0.00	7,000.00
State Tutition Support		1,600,000.00
School Board Loan		14,000.00
Loan From Common School Loan	0.00	
PCSP Planning & Implementation Grant		
Federal Title I - Title V		50,000.00
Textbooks Funding	0.00	
State Tuition Support	175,000.00	
Temporary Loans		
Temporary Loans/ School Board		14,000.00
Other YR1-Temp loan-YR2 State Summer School Program		0.00
TOTAL CASH IN (INCOME):	175,000.00	1,685,000.00
II. EXPENDITURES:		
A. Employee Salaries		
Director/Principal/Leader		80,000.00
Dean of Students		65,000.00
Social Worker/Counselor		50,000.00
Administrative Assistant		25,000.00
Aids/Special Ed		30,000.00
Consultants		0.00
Librarians		
Overtime Expense		
Social Workers		
Substitute Teachers		
Teachers		550,000.00
Labor - 3 months planning	44,000.00	
Admin Staff and Teachers	50,000.00	0.00
Other Human Resource Expense		0.00
Total School Employee Salaries	94,000.00	800,000.00

B. Employee Benefits		
Group Dental Insurance		8,000.00
Group Health Insurance		76,000.00
Group Life Insurance		2,000.00
Long-Term Disability Insurance		2,000.00
Public Employee Retirement		0.00
Social Security & Medicare		61,200.00
Teacher Retirement		0.00
Unemployment Compensation		21,600.00
Workers Compensation		36,640.00
Other Employee Benefits		4,250.00
Total Employee Benefits		211,690.00
C. Rental of Facilities & Utilities		
Electricity		15,000.00
Gas, Oil, or Steam Heat		15,000.00
Grass and Tree Services		5,000.00
Internet Access		3,000.00
Additional Classroom Leases		0.00
Rent	5,000.00	25,000.00
Repair & Maintenance Services		0.00
Telephone Long Distance		2,000.00
Trash Removal		3,000.00
Utilities		0.00
Water & Sewer		3,000.00
Other Facilities & Utilities Exepnse		2,000.00
Total Rent and Utilities	5,000.00	73,000.00
D. Insurance		
Board Errors and Omissions		1,500.00
General Liability Insurance		3,500.00
Health Insurance		0.00
Property & Casualty Insurance		3,500.00
Property & Inland Marine		0.00
Theft Insurance		0.00
Treasurer Bonds		0.00
Umbrella/excess Liability		0.00
Vehicle Insurance		0.00
Worker's Compensation Insurance		0.00
Other Insurance Expense		0.00
Total Insurance	0.00	8,500.00

	1	
E. Service Contracts		
Accounting & Legal Services	2,500.00	20,000.00
Consulting Services		0.00
Data Processing Services		0.00
Equipment Rental & Lease		0.00
Food Service Contract		30,000.00
Legal Services	5,000.00	0.00
Professional & Technical Services		0.00
Pupil Transportation Contract		0.00
Security Services		0.00
Staff Development		5,000.00
Other Service Contracts		25,000.00
Total Service Contracts	7,500.00	80,000.00
F. Supplies & Materials	5,000.00	
Advertising	3,000.00	1,500.00
Computer Software		3,000.00
Custodial Supplies		2,612.00
Instructional Supplies		1,200.00
Library Books		2,500.00
Office Supplies & Expense		5,000.00
Postage		1,000.00
Printing	5,000.00	1,000.00
Subscriptions	3,000.00	200.00
Testing & Evaluation Supplies		3,500.00
Textbooks		75,000.00
Other Supplies & Materials		25,000.00
Total Supplies & Materials	10,000.00	121,512.00
Total Supplies & Materials	10,000.00	121,512.00
G. Capital Outlay		
Computer Hardware		40,000.00
Computer Software		10,000.00
Office Furniture & Equipment		5,000.00
Instructional Furniture & Equipment		25,000.00
Vehicles		0.00
Land Purchases		0.00
Improvements & Alterations		0.00
Building Equipment		0.00
Total Capital Outlay	0.00	80,000.00

REMAINING BALANCE (DEFICIT)	58,500.00	143,798.00
TOTAL EXPENDITURES	116,500.00	1,541,202.00
Total Other Expenditures	0.00	166,500.00
Regional Manager Fees		0.00
BSU Administrative Fee		48,000.00
Payments to an EMO		112,000.00
Field Trips		5,000.00
Debt Services-Building Rennovations		0.00
Travel Expense/Mileage		1,000.00
Debt Services-IFF & CS Loan		
Fundraising		0.00
Dues & Fees		500.00
Audit Expense		0.00
H. Other Expenditures		

School Name: NiSe

Third Fiscal	Fourth Fiscal	Fifth Fiscal
Year	Year	Yeat
07/14 - 06/15	07/15 - 06/16	07/16 - 06/17
400	500	600
14,000.00	17,500.00	21,000.00
3,200,000.00	4,000,000.00	4,800,000.00
0.00	0.00	0.00
150,000.00	175,000.00	175,000.00
		<u> </u>
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
2222	4400 ==	40000
<i>5</i> ,364,000.00	4,192,500.00	4,996,000.00
		<u> </u>
L	g l	1
02 020 00	04.007.00	06 505 00
83,232.00	84,897.00	86,595.00
67,626.00	68,979.00	70,359.00
67,626.00 52,020.00	68,979.00 53,060.00	70,359.00 54,121.00
67,626.00 52,020.00 26,520.00	68,979.00 53,060.00 27,054.00	70,359.00 54,121.00 27,596.00
67,626.00 52,020.00 26,520.00 31,212.00	68,979.00 53,060.00 27,054.00 31,836.00	70,359.00 54,121.00 27,596.00 32,473.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00
67,626.00 52,020.00 26,520.00 31,212.00 0.00 0.00 0.00 0.00 0.00 532,220.00 0.00	68,979.00 53,060.00 27,054.00 31,836.00 0.00 0.00 0.00 0.00 0.00 582,864.00 0.00	70,359.00 54,121.00 27,596.00 32,473.00 0.00 0.00 0.00 0.00 0.00 594,521.00 0.00
	Year 07/14 - 06/15 400 14,000.00 3,200,000.00 0.00 150,000.00 0.00 0.00	Year Year 07/14 - 06/15 07/15 - 06/16 400 500 14,000.00 17,500.00 3,200,000.00 4,000,000.00 0.00 0.00 150,000.00 175,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

ı		1	
0.160.00	0.262.00	0.420.00	0.505.00
8,160.00	8,263.00	8,428.00	8,597.00
77,520.00	79,020.00	8,651.00	82,264.00
2,040.00	2,040.00	2,040.00	2,040.00
2,040.00	2,040.00	2,040.00	2,040.00
62,424.00	63,672.00	64,945.00	66,244.00
22,032.00	22,472.00	22,922.00	23,380.00
37,372.00	38,119.00	38,881.00	39,659.00
5,000.00	5,500.00	6,000.00	6,000.00
216,588.00	221,126.00	153,907.00	230,224.00
15,300.00	15,306.00	15,306.00	15,306.00
15,300.00	15,306.00	15,306.00	15,306.00
5,100.00	5,102.00	5,102.00	5,102.00
3,060.00	3,061.00	3,061.00	3,061.00
0.00	0.00	,	0.00
25,500.00	25,510.00	25,510.00	25,510.00
			· · · · · · · · · · · · · · · · · · ·
2,040.00	2,040.00	2,040.00	2,040.00
3,060.00	3,061.00	3,061.00	3,061.00
0.00	0.00	0.00	0.00
3,060.00	3,061.00	3,061.00	3,061.00
2,040.00	2,040.00	2,040.00	2,040.00
74,460.00	74,487.00	74,487.00	74,487.00
1,530.00	1,531.00	1,531.00	1,531.00
3,570.00	3,572.00	3,572.00	3,572.00
0.00	0.00	0.00	0.00
3,570.00	3,572.00	3,572.00	3,572.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00		0.00	0.00
0.00		0.00	0.00
0.00 0.00 0.00	0.00	0.00	0.00

81,600.00	87,422.00	88,364.00	89,314.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
25,500.00	25,500.00	25,510.00	25,510.
5,100.00	5,102.00	5,102.00	5,102.
10,200.00	10,204.00	10,204.00	10,204.
40,800.00	46,616.00	47,548.00	48,498.
123,963.00	125,587.00	127,202.00	128,843.
25,500.00	25,510.00	25,510.00	25,510.
76,500.00	78,030.00	79,591.00	81,183.
3,570.00	3,572.00	3,572.00	3,572.
224.00	224.00	224.00	224.
1,020.00	1,020.00	1,020.00	1,020.
1,020.00	1,020.00	1,020.00	1,020.
5,100.00	5,102.00	5,102.00	5,102.
2,550.00	2,551.00	2,551.00	2,551.
1,224.00	1,249.00	1,249.00	1,249.
2,664.00	2,717.00	2,771.00	2,820.
3,061.00	3,061.00	3,061.00	3,061.
1,530.00	1,531.00	1,531.00	1,531.
81,600.00	81,632.00	81,632.00	81,632.
25,500.00	25,510.00	25,510.00	25,510.
5,100.00	5,102.00	5,102.00	5,102.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
0.00	0.00	0.00	0.
30,600.00	30,612.00	30,612.00	30,612.
0.00	0.00	0.00	0.
20,400.00	20,408.00	20,408.00	20,408.

6,500.00	6,000.00	6,000.00	6,000.00
500.00	500.00	500.00	500.00
1,020.00	1,020.00	1,020.00	1,020.00
5,100.00	5,102.00	5,102.00	5,102.00
112,000.00	112,000.00	112,000.00	112,000.00
48,960.00	49,939.00	50,938.00	51,956.00
0.00	0.00	0.00	0.00
174,080.00	174,561.00	175,560.00	176,578.00
760,961.00	1,566,320.00	1,558,517.00	1,655,418.00
1,749,539.00	1,797,680.00	2,633,983.00	3,340,582.00

Attachment 23 – Fund-raising Contributions

Item	Anticipated Profit
Food fundraisers (e.g. cookie dough, popcorn)	\$3000 - \$5,000 a year
Market Day	\$2,500 - \$4,000 a year
Banquets/luncheons	\$1,000 - \$2,500 a year
Holiday candle sales	\$1,000 - \$2,000 a year
Donations	N/A
Minimum	\$7,000
School fundraising Estimated @ \$35 per	
student	

Attachment 24 - Insurance

Liability \$1,000.000

Medical payments \$5,000,000 per person/per occurrence

Uninsured Motorist \$1,000,000

Comprehensive deductible-\$500

Collision Deductible (if transportation is needed)

All these categories fall under Insurance line item in the budget.

Attachment 25 – Facilities Plan

Our plan is to lease a public school facility in the proximity of the City of Gary for first two years. Currently in negotiation process with officials public officials to lease the building for \$1 per year. There is also the possibility of using the vacated Nipsco building in downtown Gary for free. That plan is being investigated at the present time.

Preoperational Year 2011 - 2012		
SCHOOL NAME: Eunoia Charter School of	DATES COVERED:	December 2011 – June 2012
Excellence Indianapolis		
INCOME		
Cash In Funding Source	Budget Amount	Description: Specific Source
State Grants (PCSP)	215,000	PCSP Grant – Staff Training Stipends, Contractual Work with Director and Office Admin, CMO, Core Knowledge Training, Instructional Materials, Staff Recruitment, Fundraising
Other Grants (Lego Foundation, Walton	255,000	Walton Grant – Staff Computers (Apple), RenWeb Student Information System, Student Computers (Apple)
Foundation		Lego Foundation – MI Zone environmental green360 room – recycled tires for floor, plants, butterflies, water wall
Investment Earnings		
Donations/Gifts (Please Describe)		
Other (Please Describe)		
TOTAL CASH IN (INCOME)	470,000	
EXPENSES		
Expenditure	Budget Amount	Description: Assumptions
Legal	10,000	Contracts and Policies Review
Accounting and Consulting	77,400	CMO, Director / Office Admin Contract (March-June), Bookkeeping AP/AR, Training Stipends
Filing		
Fundraising	2,500	Grant RFP Review / Completion, Reception Fundraising
Marketing: Including Printing and Postage	7,000	Staff Recruitment
Rent: Office Space and Utilities	8,320	Office Lease (December – June)
Supplies	61,000	Office, Instructional Supplies / e-Suite Licenses/Materials
Equipment	180,000	Staff, Student Computers, Copiers, Printers
Labor	4,000	Office Admin/Clerical
Other (Please Describe)	37,000	Student Information System, Teacher/Staff Training Stipends
TOTAL EXPENSES	387,220	

2012-

Dates

Minimum Revenue for Financial

Budget Schedule B

Projected Enrollment | School Name:

405 Eunoia Charter School of Excellence	Eunoia Charter School of Excellence		Covered: 2013							Viability:2,297,700 ADM – 333				
	Description (where requested in Column A)	July	August	September	October	November	December	January	February	March	April	May	June	Total
CARRY OVER	82,780	See Cash Flow Spreadshe et for monthly details												
I. CASH IN (INCOME):														
Donations/Gifts														
Food Service	164,759													
Investment Earnings	1,500													
Loan From Common School	1,267,875													
Loan														
Other Grants (KiB, Fruit/Veg Grant, KaBoom, State Farm)	95,000													
State Grants (PD, Full Day KG,TitleI,Title II, Implementation, Walton, State APC)														
State Tuition Support	1,267,875													
Transportation	0													
Other (Textbook Reimbursement, e-Rate, Textbook Fees)	101,306													
TOTAL CASH IN (INCOME):	4,002,553													
II. EXPENDITURES:														
A. Employee Salaries														
Director/Principal														
Curriculum Director	42,000													

04 11 11 1	42.000	<u> </u>	 1	I	<u> </u>	1			
Other Administration									
Classroom Assistants									
Clerical	30,000								
Consultants (Please Describe)									
Librarians									
Overtime Expense									
Social Workers	42,000								
Substitute Teachers	14,251								
Teachers	840,000								
Technicians									
Temporary Salaries									
Other Human Resource									
Expense (Please Describe)									
Total Employee Salaries									
B. Employee Benefits									
Group Dental Insurance									
	130,500 (inclusive of								
	dental, vision,								
	Life,LTD/STD								
Group Life Insurance									
Long-Term Disability									
Insurance									
Public Employee Retirement									
Social Security & Medicare									
Teacher Retirement									
Unemployment Compensation	20,300 - SUI/WC								
Workers Compensation									
Other Employee Benefits	32,000						 	 	
= -	362,479								
C. Rental of Facilities &									
Utilities							 	 	
Electricity									
Gas, Oil, or Steam Heat									
Grass and Tree Services	4,000								
Internet Access	7,200			1					

Mortgogo	530,256						
Rent							
Repair & Maintenance							
Services							
Telephone Long Distance							
Trash Removal							
Utilities							
Water & Sewer							
Other Facilities & Utilities							
Expense							
Total Rent and Utilities	770,624						
D. Insurance							
Board Errors and Omissions							
General Liability Insurance							
Health Insurance							
Property & Casualty Insurance							
Property & Inland Marine							
Theft Insurance							
Treasurer Bonds							
Umbrella/excess Liability							
Vehicle Insurance							
Worker's Compensation							
Insurance							
Other Insurance Expense							
(Please Describe)							
Total Insurance	24,200 (Inclusive of all						
	above coverage)						
E. Service Contracts							
Accounting & Payroll Services	40,050						
Consulting Services	-						
Data Processing Services							
Equipment Rental & Lease	9,000						
Food Service Contract							
Legal Services							
Professional & Technical							

Services			1	1			1	1
	4 # 0 0 0 0							
Pupil Transportation Contract								
Security Services	Inc.above facilities costs							
Staff Development								
Other Service Contracts								
Total Service Contracts								
F. Supplies & Materials								
Advertising	1,500							
	Inc in tech costs below see budget for breakout							
Custodial Supplies	10,500							
Instructional Supplies	76,720							
Library Books – leveled	36.000							
readers								
Office Supplies & Expense								
Postage	3,600							
Printing								
Subscriptions								
Testing & Evaluation Supplies	4,000							
Textbooks	177,172							
Other Supplies & Materials								
Total Supplies & Materials								
G. Capital Outlay								
Computer Hardware	438,530							
	See budget for line item details							
Office Furniture & Equipment	Inc. in Mortgage see below							
	Inc. in Mortgage (FFE) (308,657)							
Vehicles								
Land Purchases	Inc. in Mortgage							
Improvements & Alterations								
Other Capital Outlay	Inc. in Mortgage (FFE)							

Total Capital Outlay							
H. Other Expenditures							
Audit Expense	NA Year One						
Dues & Fees	1,800						
Judgments							
Debt Services	NA Year One						
Travel Expense/Mileage	5,000						
Reimbursement	Inc. in All line item						
	costs						
Field Trips	28,000						
Payments to an EMO	228,528						
BSU Administrative Fee	76,176						
Total Other Expenditures							
TOTAL EXPENDITURES	4,030,607						
REMAINING CASH BALANCE	54,726						

Attachment 25d – Facility Detail

Facilities have been identified. At the lease cost of \$1 this proves are plans financial viability for the facility. If lease contract does not exist by January 2012, we will negotiate with Nipsco for leasing or donation. Nipsco has stated interest in the success of this proposal and helping us either negotiate a lease or checking into regulations for a charter school facility contribution.

According to the Gary Assessor's office, any of the Gary public school facilities or the Nipsco building will accommodate 200 children and over 25 staff. Either building will adequately meet our needs for the first two years of operation.

Attachment 26 – Accountability Plan Aligned

The staff will promote, develop and implement program in affective, cognitive and psychomotor performance and behavior prescribed and designed for each student. Additionally, the foundation will assist homebound students unable to attend school for documented reasons, health problems, temporary illnesses or injuries that preclude their attendance at school. Instruction and procedures will be implemented by the counselor with regard to homebound tutoring. NiSe will use an individualized academic model for bi-lingual students that include computer software. Public Law 107-110 will guide these activities to guarantee accountability plan alignment.

To ensure that NiSe meets the Adequate Yearly Progress (AYP), NiSe will use the lead teachers to constantly keep track of student's progress and tailor self-help activities to student's needs. As demonstrated in this proposal students will have continuously assessment of their skills, learned concepts and in class performance. Teachers will be equipped with the necessary software and hardware to identify specific areas of weaknesses and strength to make sure students are successful. Students will be engaged in their own learning by setting goals with the teachers, tracking their own progress and understanding their own role in the school's success. Parents and guardians will be encouraged from day one to be part of their children's educational journey at the school. We expect for the school to meet AYP every year. If the school does not make AYP in any given year, a committee will be formed to review all data and make recommended plans of action and to review the school's strengths and weaknesses as demonstrated by the data.

Eunoia Charter School of Excellence							
12-13 STAFF REQUIREMENTS Prepared:09/13/2011							
* Includes 3% average salary increase of 3	% per year						
	2012-2013		FICA	SUI	TRF/PERF	INS	TOTAL
ADMINISTRATIVE	20.2		I IVA	U U.	11077 =1		1017
School Director	75,000	ļ	5,738	700	5,625	4,500	91,563
Curriculum Director	42,000		3,213	700	3,150	4,500	53,563
Counselor Operations Director	42,000 42,000	-	3,213 3,213	700 700	3,150 3,150	4,500 4,500	53,563 53,563
Admin Asst	30,000		2,295	700	2,250	4,500	39,745
Admin Asst	-			-	-	-	-
	231,000	19%	17,672	3,500	17,325	22,500	291,997
INSTRUCTIONAL - Certified						····	
Kindergarten	42,000		3,213	700	3,150	4,500	53,563
Kindergarten	42,000		3,213	700	3,150	4,500	53,563
Kindergarten	42,000		3,213	700	3,150	4,500	53,563
Kindergarten				-			-
First Grade	42,000		3,213	700	3,150	4,500	53,563
First Grade	42,000		3,213	700	3,150	4,500	53,563
First Grade	-		-	-	-	-	-
First Grade			-	-	-	-	-
Second Grade	42,000		3,213	-	3,150	-	48,363
Second Grade	42,000		3,213	700	3,150	4,500	53,563
Second Grade	42,000		3,213	700	3,150	4,500	53,563
Third Grade	42,000		3,213	700	3,150	4,500	53,563
Third Grade Third Grade	42,000		3,213	700	3,150	4,500	53,563
Fourth Grade	42,000		3,213	700	3,150	4,500	53,563
Fourth Grade	42,000		3,213	700	3,150	4,500	53,563
=							
Fifth Grade	42,000		3,213	700	3,150	4,500	53,563
Fifth Grade	42,000		3,213	700	3,150	4,500	53,563
World Language Teacher	42.000		3,213	700	3,150	4,500	53,563
Music	42,000		3,213	700	3,150	4,500	53,563
Art	42,000		3,213	700	3,150	4,500	53,563
PE/Health	42,000		3,213	700	3,150	4,500	53,563
1 Lineau	42,000		3,213	700	3,130	7,500	33,303
Special Ed	42,000		3,213	700	3,150	4,500	53,563
ELL	42,000		3,213	700	3,150	4,500	53,563
	840,000	71%	64,260	13,300	63,000	85,500	1,066,060
Instructional Assistant Non Cert							
Instructional Assistant Instructional Assistant	23,000 23,000		1,760 1,760	700 700	1,725 1,725	4,500 4,500	31,685 31,685
Instructional Assistant	23,000		1,760	700	1,725	4,500	31,685
Instructional Assistant	23,000		1,760	700	1,725	4,500	31,685
Instructional Assistant	23,000 115,000	10%	1,760 8,798	700 3,500	1,725 8,625	4,500	31,685 158,423
	115,000	10%	0,790	3,500	0,625	22,500	150,423
	955,000						
	1,186,000	1	90,729	20,300	88,950	130,500	1,516,479
	1,100,000	·	30,723	20,500	00,330		1,310,473
						330,479	
* Insurance benefits are estimated at \$450	00 per employee for	the 12-13	year; annual inc	rease at 15%			

Eunoia Charter School of Excellenc Indianapolis

5-Year Forecast 2012 - 2017

Last Revised: 09/10/2011

	<u>2012-2013</u>	2013-2014	2014-2015	<u>2015-2016</u>	2016-2017
Student Count					
Kindergarten	75	75	75	75	75
1st Grade	75	75	75	75	75
2nd Grade	75	75	75	75	75
3rd Grade	60	60	60	60	60
4th Grade	60	60	60	60	60
5th Grade	60	60	60	60	60
6th Grade	0	60	60	60	60
7th Grade	0	0	60	60	60
8th Grade	0	0	0	60	60
Total	405	465	525	585	585
ADM	368	428	488	548	548
% Increase		15%	13%	11%	0%

	1st School Year	2nd School Year	3rd School Year	4th School Year	5th School Year
Income					
Basic Support	1,267,875	2,742,750	3,156,750	3,570,750	3,942,000
Common School Loan	1,267,875	204,000	-	-	-
Student Lunch Revenue	164,759	189,168	213,576	237,985	237,985
Contribution Income	95,000	105,000	7,500	10,000	10,000
Federal Grants	1,104,238	1,267,829	1,431,420	1,595,010	1,595,010
Interest Income	1,500	1,500	1,500	1,500	1,500
Other Income	101,306	20,000	20,000	20,000	20,000
Total Income	4,002,553	4,530,247	4,830,746	5,435,246	5,806,496
Expenses					
Instructional Expenses					
Salaries & Wages	979,000	1,008,370	1,038,621	1,069,780	1,101,873
Payroll Taxes & Benefits	286,823	324,971	368,192	417,162	472,644
Supplies/Materials/Equipment	297,392	216,747	223,249	229,946	126,845
Professional Services	40,278	41,486	42,731	44,013	45,333
Training Expenses	47,000	7,000	7,000	7,000	5,000
Other Expenses	28,000	33,113	38,507	44,195	45,521
Total Instructional Expense	1,678,494	1,631,687	1,718,300	1,812,096	1,797,216
General & Administrative					
Salaries & Wages	239,000	246,170	298,555	307,512	316,737
Payroll Taxes & Benefits	61,054	69,174	92,283	104,557	118,463
Supplies/Materials/Equipment	48,900	57,829	67,249	77,183	79,498
Professional Expenses	311,478	332,286	372,109	412,009	448,141
Community Relations	12,500	5,000	5,150	5,305	5,464
Other Expense	80,676	83,096	85,589	88,157	90,802
Total General & Administrative Expense	753,608	793,555	920,936	994,722	1,059,105

Facilities Expense

Eunoia Charter School of Excellenc Indianapolis

5-Year Forecast 2012 - 2017

Last Revised: 09/10/2011

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Supplies/Materials/Equipment	14,750	15,193	15,648	16,118	16,601
Rent/Leasehold Improvements	530,256	530,256	530,256	530,256	530,256
Professional Services	81,968	84,427	86,960	89,569	92,256
Utilities/Property Tax	109,800	122,976	137,733	154,261	172,772
Insurance Expense	24,200	27,104	30,356	33,999	38,079
Total Facilities Expense	760,974	779,956	800,954	824,203	849,965
Technology Expense					
Supplies/Materials/Equipment	438,530	15,000	15,000	15,000	15,000
Professional Services	55,200	56,856	58,562	60,319	62,128
Total Technology Expense	493,730	71,856	73,562	75,319	77,128
Debt Service					
Common School Loan Payment	-	120,000	120,000	120,000	120,000
Total Building Debt Service Expense	-	120,000	120,000	120,000	120,000
Other Expense					
Transportation Expense	150,000	165,000	181,500	199,650	219,615
School Lunch	190,002	224,695	261,298	299,896	308,893
Other Expenses	3,800	3,914	4,031	4,152	4,277
Total Other Expenses	343,802	393,609	446,830	503,698	532,785
Total Expense	4,030,607	3,790,662	4,080,581	4,330,037	4,436,198
Net Income	(28,054)	739,585	750,165	1,105,208	1,370,298
Ending Cash Balance	54,726	794,311	1,544,476	2,649,684	4,019,982

Eunoia Charter School of Excellence

Budget for 2012-2013

Last Revised: 09/13/2011

	July '12	Aug '12	Sept '12	Oct '12	Nov '12	Dec '12	Jan '13	Feb '13	March '13	April '13	May '13	June '13
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
INCOME												
3111 Basic Grant	-	-	-	-	-	-	211,313	211,313	211,313	211,313	211,313	211,313
State Basic Support	-	-	-	-	-	-	211,313	211,313	211,313	211,313	211,313	211,313
5300 Common School Loan	1,267,875	-	-	-	-	-	-	-	-	-	-	-
Common School Loan	1,267,875	-	-	-	-	-	-	-	-	-	-	-
1612 Student Lunch	-	400	400	400	400	400	400	400	400	400	400	-
3151 State Matching Funds	-	-	-	-	-	-	-	-	-	-	-	-
4291 Federal Lunch Program	-	12,006	15,250	15,250	15,250	15,250	15,250	15,250	15,250	15,250	15,250	6,503
4292 Federal Breakfast Reimb	-	500	500	500	500	500	500	500	500	500	500	-
Student Lunch Revenue	-	12,906	16,150	16,150	16,150	16,150	16,150	16,150	16,150	16,150	16,150	6,503
1920 Donations		-	-	-	-	-	-	-	-	-	-	-
1920 Foundation Grants	95,000											
Contribution Income	95,000	-	-	-	-	-	-	-	-	-	-	-
3280 Professional Dev	-	-	-	-		-	3,000	-	-	-	-	-
Full Day KDG		-	-	-	-	80,000	-	-	-	-		
4414 09-10 Title I	-	38,400	38,400	38,400	38,400	38,400	38,400	38,400	38,400	38,400	38,400	-
Title II	-	7,179	7,179	7,179	7,179	7,179	7,179	7,179	7,179	7,179	7,179	-
Federal APC SPED	-	9,045	9,045	9,045	9,045	9,045	9,045	9,045	9,045	9,045	9,045	-
Walton Grant	250,000	-	-	-	-	-	-	-	-	-	-	-
Implementation	220,000	-	-	-	-	-	-	-	-		-	-
4499 Other Federal Grants		500	500	500	500	500	500	500	500	500	500	-
Prof Dev / Federal Grants	470,000	55,124	55,124	55,124	55,124	135,124	58,124	55,124	55,124	55,124	55,124	-
1510 Interest Income	130	130	130	130	130	130	120	120	120	120	120	120
Interest Income	130	130	130	130	130	130	120	120	120	120	120	120
1741 Textbook Fees	-	-	-	-	-	5,000	-	-	-	-	-	-
3410 Textbook Reimbursement	-	-	-	-	-	52,000	-	-	-	-	-	-
1960 Student Fees	-	-	-	-	-	-	-	-	-	-	-	40.050
1999 E-Rate	-	-	-	-	-	-	26,056	-	-	-	-	18,250
7329 Overpayments/ Refunds	-	-	-	-	-	- 	-	-	-	-	-	40.050
Other Income Total Income	1,833,005	68,160	71,404	71,404	71,404	57,000 208,404	26,056 311,762	282,706	282,706	282,706	282,706	18,250 236,186
Total income	1,033,005	66,160	71,404	71,404	71,404	200,404	311,762	202,700	202,700	202,700	202,700	230,100
Instructional Expenses												
11100.110 Certified Salaries	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
11100.120 Non-Cert Salaries	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583
11100.110/120 Staff Bonuses												24,000
Salaries & Wages	79,583	79,583	79,583	79,583	79,583	79,583	79,583	79,583	79,583	79,583	79,583	103,583
26491.214 PERF Expense			2,012			2,012			2,012			2,012
26492.211/212 Payroll Taxes	6,088	6,088	6,088	6,088	6,088	6,088	6,088	6,088	6,088	6,088	6,088	7,924
26493.220 Workman's Comp					3,000							
26494.220 Employee Ins	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125
26496.230 Unemploy Tax	4,725	4,725					4,725	4,725				
26497.216 TRF Expense			14,700			14,700			14,700			16,380
Payroll Taxes & Benefits	20,938	20,938	32,926	16,213	19,213	32,926	20,938	20,938	32,926	16,213	16,213	36,442
11100.411 Classroom Supplies	6,393	6,393	6,393	6,393	6,393	6,393	6,393	6,393	6,393	6,393	6,393	6,393
11100.420 Textbooks	17,764	17,764	17,764	17,764	17,764	17,764	17,764	17,764	17,764	17,764	17,764	17,764
Teacher Desks		-	-	-	-	-	-	-	-	-	-	-
Student Kindergarten desks		-	-	-	-	-	-	-	-	-		-
Student Kindergarten chairs		-	-	-	-	-	-	-	-	-	-	-
Student 1st Grade desks		-	-	-	-	-	-	-	-	-	-	-
Student 1st Grade chairs		-	-	-	-	-	-	-	-	-	-	-
Offfice Desks		-	-	-	-	-	-	-	-	-	-	-
Student 2-5 desks		-	-	-	-	-	-	-	-	-	-	-
Student 2-5 chairs		-	-	-	-	-	-	-	-	-	-	-
Classroom Tables/aux		-	-	-	-	-	-	-	-	-	-	-
Conference Table w/ chairs		-	-	-	-	-	-	-	-	-	-	-
Reception Desk		-	-	-	-	-	-	-	-	-	-	-
<u>Cafeteria Tables</u>		-	-	-	-	-	-	-	-	-	-	-

Eunoia Charter School of Excellence

Budget for 2012-2013

Last Revised: 09/13/2011

	July '12	Aug '12	Sept '12	Oct '12	Nov '12	Dec '12	Jan '13	Feb '13	March '13	April '13	May '13	June '13
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Staff Dining room tables		_	_	-	_	_	_	_	_	_	_	
Staff Dining room chairs		_	_	_	_	_	_	_	_	_	_	_
File Cabinets		_	_	_	_	_	_	_	_	_	_	_
Fire Proof file cabinets		_	_	_	_	_	_	_	_	_	_	_
22220.411 Library Supplies	7,500	_	_		_	_				_	_	_
Supplies/Materials/Equipment	31,658	24,158	24,158	24,158	24,158	24,158	24,158	24,158	24,158	24,158	24,158	24,158
11100.311 Substitute Teacher	1,167	1,167	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192
11100.319 Instructional Coaches	9,588	1,107	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102	1,102
11100.319 Professional Services	3,300	1,644	1,644	1,644	1,644	1,644	1,644	1,644	1,644	1,644	1,644	_
Professional Services	10,755	2,811	2,836	2,836	2,836	2,836	2,836	2,836	2,836	2,836	2,836	1,192
22130.312 Program Improv	12,000	30,000	2,030	2,030	2,030	2,030	2,036	2,036	2,030	2,030	2,030	1,192
22130.411 Supplies	12,000	30,000	-	-	-	-	-	-	-	-	-	-
22130.332 Travel	2,500	-	-	-	-	-	2,500	-	-	-	-	-
Training Expenses	14,500	30,000	-	-	-	-	2,500 2,500	-	-	-	-	-
• .	,		2.000	2.000	2.000	2,000		2.000	2,000	2.000	2.000	2,000
11100.390 Class Trip	2,000	2,000	2,000	2,000	2,000	1,000	2,000	2,000	1,000	2,000	2,000	1,000
11100.390 Class Trip Transp	2 000	2,000	1,000	2,000	2 000	3,000	2,000	2,000		2,000	2,000	
Other Expenses	2,000	,	3,000	,	2,000				3,000	•	,	3,000
Total Instructional Expense	159,434	159,490	142,502	124,790	127,790	142,502	132,015	129,515	142,502	124,790	124,790	168,374
General & Administrative												
24900.110 Certified Admin Salary	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250
24100.120 Non-Cert Sal	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
24900.110 Curriculum Director	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
24900.110 Counselor	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Bonuses		-	-	-	-	-	-	-	-	-	-	8,000
Salaries & Wages	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	27,250
26491.214 PERF Expense			1,260			1,260			1,260			1,260
26492.211/212 Payroll Taxes	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	1,473	2,085
26493.220 Workman's Comp					600							
26494.220 Employee Ins	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875
26496.230 Unemploy Tax	875	875					875	875				
26497.216 TRF Expense			2,783			2,783			2,783			2,783
26499.290 Other Benefits												
Payroll Taxes & Benefits	4,223	4,223	7,390	3,348	3,948	7,390	4,223	4,223	7,390	3,348	3,348	8,002
24100.343 Postage	300	300	300	300	300	300	300	300	300	300	300	300
24100.360 Printing	500			500			500			500		
24100.411 Supplies	5,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Dues & Subscriptions	150	150	150	150	150	150	150	150	150	150	150	150
25360.325 Equip Rent	750	750	750	750	750	750	750	750	750	750	750	750
Supplies/Materials/Equip	6,700	3,700	3,700	4,200	3,700	3,700	4,200	3,700	3,700	4,200	3,700	3,700
23150.318 Legal Fees	1,250	,	,	1,250	,	.,	1,250	,	,	1,250	,	,
24100.319 Prof Services	3,500	3.500	3,500	3,500	2.500	2.500	2.500	2.500	2.500	2,500	2.500	2.500
25240.314 Paychex Fee	300	300	300	300	300	300	300	300	300	300	300	300
24100.319 CMO Fee	19,044	19,044	19,044	19,044	19,044	19,044	19,044	19,044	19,044	19,044	19,044	19,044
25250.319 Bookkeeping	4,250	4,250	4,250	2,400	2,400	2,400	2,400	3,600	3,000	2,400	2,400	4,500
25295.621 Bank Fees	25	25	25	25	25	25	25	25	25	25	25	25
25250.319 Accounting / 990	20						20	20		20	20	1,800
Professional Services	28,369	27,119	27,119	26,519	24,269	24,269	25,519	25,469	24,869	25,519	24,269	28,169
23220.350 Advertising	4,000	,	,	.,.	,	,	200	,	,	.,.	,	2.000
Radio	1,200	1,200	1,200									_,
Print	1,500	200	-,								1,000	
Community Relations	6,700	1.400	1,200	_	_	_	200	_	_	_	1,000	2.000
24100.332 Travel	1,500	.,	.,		1,500		200				.,	_,
25291.670 Refund of Revenue	.,000				.,555							
26420.350 Recruitment Advertising	400			300			400			400		
BSU Administrative Fee	6,348	6,348	6,348	6,348	6,348	6,348	6,348	6,348	6,348	6,348	6,348	6,348
Other Expenses	8,248	6,348	6,348	6,648	7,848	6,348	6,748	6,348	6,348	6,748	6,348	6,348
Total General/Admin	73,490	62,040	65,007	59,965	59,015	60,957	60,140	58,990	61,557	59,065	57,915	75,469
. C.C. Contralization	10,700	02,070	00,007	33,303	33,013	30,337	30,170	30,330	01,007	33,003	37,313	10,403

Eunoia Charter School of Excellence

Budget for 2012-2013

Last Revised: 09/13/2011

	July '12	Aug '12 Sept '12	Sept '12	Oct '12	Nov '12	Dec '12	Jan '13	Feb '13	March '13	April '13	May '13	June '13
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Facilities Expense												
25370.540 Equip			-									
• •	4 000	-	-	-	-	-	-	-		-	-	-
Fire Extinguishers	4,000								-			
25420.411 Janitorial Supplies	2,500	750	750	750	750	750	750	750	750	750	750	750
Supplies/Materials/Equip	6,500	750	750	750	750	750	750	750	750	750	750	750
25360.325 Rent	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188
25351.521 Leasehold Improvements												
Rent/Leasehold Improvements	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188	44,188
25420.322 Cleaning Services	4,989	4,989	4,989	4,989	4,989	4,989	4,989	4,989	4,989	4,989	4,989	4,989
25420.323 Bldg Mtnc/Repairs	-	-	-	-	-	-	-	-	2,750	-	-	2,750
25420.388 Trash Removal	600	600	600	600	600	600	600	600	600	600	600	600
25430.319 Grounds Mtnc	-	-	-	-	-	800	800	800	-	-	800	800
Signage	-	-	-	-	-	-	-	-	-	-	-	-
25460.344 Security/Alarm	450	450	450	450	450	450	450	450	450	450	450	450
Professional Services	6,039	6,039	6,039	6,039	6,039	6,839	6,839	6,839	8,789	6,039	6,839	9,589
24100.341 Telephone	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
25420.381 Electricity	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
25420.382 Gas	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Exterminating	300	-	-	300	-	-	300	-	-	300	-	-
25420.385 Water/Sewer	550	550	550	550	550	550	550	550	550	550	550	550
Utilities	9,350	9,050	9,050	9,350	9,050	9,050	9,350	9,050	9,050	9,350	9,050	9,050
25470.324 Insurance	5,000	5,000	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
25470.624 Treas Bond	200	-	-	-	-	-	_	_	-	-	_	-
Insurance Expense	5,200	5,000	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
Total Facilities Expense	71,277	65,027	61,427	61,727	61,427	62,227	62,527	62,227	64,177	61,727	62,227	64,977
Technology Expense	_	_	_	_	_		_		_	_		
Supplies/Materials/Equip	418,530	10,000	10,000			_	_				-	
IT Services	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
26710.694 Internet	600	600	600	600	600	600	600	600	600	600	600	600
Professional Services	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600
Total Technology	423,130	14,600	14,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600	4,600
Debt Retirement		_	_	_	_	_	_	_		_	_	_
Common School Loan	-	-				-	-	-	-	-		-
Other Frances												
Other Expenses		22.000	22.000	15.000	45.000	45.000	15.000	45.000	4F 000	15.000	15.000	15.000
25640.414 Food Purchases	-	22,000	22,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
25690.414 Other Food Purchases	667	667	-	-	-	667	-	-	667	-	667	667
25620.411 Kitchen Supplies	6,000			-	-				1,000	-		
School Lunch	6,667	22,667	22,000	15,000	15,000	15,667	15,000	15,000	16,667	15,000	15,667	15,667
39900.411 Supplies/Parent Wkshp	500	300	300	300	300	300	300	300	300	300	300	300
Other Expenses	500	300	300	300	300	300	300	300	300	300	300	300
Transportation		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
Total Other Expenses	7,167	37,967	37,300	30,300	30,300	30,967	30,300	30,300	31,967	30,300	30,967	15,967
Total Expense	734,497	339,124	320,836	281,381	283,131	301,253	289,581	285,631	304,803	280,481	280,498	329,387
Net Income	1,098,508	(270,964)	(249,433)	(209,978)	(211,728)	(92,850)	22,181	(2,925)	(22,097)	2,225	2,208	(93,202)
Beginning Cash Balance	82,780	1,181,288	910,324	660,891	450,914	239,186	146,336	168,517	165,592	143,495	145,720	147,928
Net Income	1,098,508	(270,964)	(249,433)	(209,978)	(211,728)	(92,850)	22,181	(2,925)	(22,097)	2,225	2,208	(93,202)
Ending Cash Balance	1,181,288	910,324	660,891	450,914	239,186	146,336	168,517	165,592	143,495	145,720	147,928	54,726

```
1,267,875 Funding begins in Jan -- always runs in arrears (6 mo)
1,267,875 Based on growth over prev ADM -- 100% (half year funding)
1,267,875
    4,000
 155,759 Amt received for lunch program -- file monthy reports to obtain funds
   5,000 Amt received for breakfast program -- file monthy reports to obtain funds
 164,759
           Legos, National Fruit and Nutrition, State Farm, KiB, KaBoom
  95,000
   3,000
  80,000 Always pay in Dec to fund other 1/2 since K-garden is half student
 384,000 Based on school free and reduced percentate
  71,788 Prof Dev - for highly qualified teachers -- can use for IA and subs also
  90,450 Federal funds -- goes to ISE for services rendered
 250,000
 220,000 Federal program for start up -- only receive in the 1st three years
   5,000
1,104,238
   1.500
    1,500
   5,000 Charges to students
  52,000 Amount based on Free and Reduced and applications turned in
  44,306 for phone, tech and cables
 101,306
4,002,553
 840,000 Based on 27 teachers
 115,000 instructional assistants @ 5
  24,000 Extra amount to disburse as needed -- contract allow for this
 979,000
   8.050
  74,893 PR taxes for instructional staff
   3,000
  121,500 based on other schools of average of $4500 cost to school per employee
  18,900 Unemployment for instructional staff
  60,480 Teachers are Trf or can elect 403B
 286,823
  76,720 Consumables used in the class room
 213,172
```

4,000 10,750 14,750 530,256 Based on \$5.8 M 530,256 59,868 5,500 7,200 4,000 Mowing / Snow Removal 5,400 81,968 12,000 48,000 42,000 1,200 6,600 109,800 24,000 General Liability 200 24,200 760,974 438,530 48,000 7,200 55,200 493,730

- This for the repayment but is 18 months from loan inception

179,000 Food costs for school lunches
4,002 Staff food
7,000
190,002
3,800
3,800
150,000
343,802
4,030,607
(28,054)
82,780
(28,054)
54,726

Attachment 27 – Accountability to Sponsor

The NiSe Charter School will use computer software to maintain the financial records of the charter school. The payroll processing software is intended to interface with the financial record keeping software to post payroll transactions to the general ledger. When the interface is completed, payroll expenditures allocated to funds through the payroll program are supposed to be posted to the funds in the general ledger in same manner. We will implement controls to allow for the timely posting of transactions to the appropriate funds. These controls when implemented should alleviate the need to reclassify transactions. The appropriate will be consulted as disbursements are incurred to ensure the transactions are properly allocable to the applicable state and local funds. We will continue to correctly identify employees by fund in the payroll records which allow the computerized accounting records to interface correctly. We will monitor the interfaces so problems can be identified and corrected more timely to alleviate the need to reclassify disbursements.

The NiSe Board of Directors has no other purpose but to organize and develop a high quality STEM charter school according to charter policy focused on addressing the needs of a unique and deserving population of students and we can do that best by planning monthly board meetings, having those minutes public for constituents and providing Ball State with copies upon request.

The EMO will manage the school's financial matters as required by Indiana Access to Public Records Law (IC 5-14-3). They will prepare and submit bi-annual budgets for Board of Directors review.

Attachment 28 – Accountability to Constituents

The best way to gather information from constituents whether internal or external is by providing mediums that they can respond to whether it is a monthly newsletter, meeting or e-mail. However our monthly board meetings will be open to the public. Board will hold executive board meetings at EMO recommendation.

Data from surveys and feedback is the number one instrument that the school can use as a strong preference to seek information about the school. The second most important accountability tool is the public ratings of the school based on achievement test results. The school will have the chance to answer the question of "What do you think are the biggest problems the charter school in our community must deal with?" This also gives the school to present its challenges whether it is student progression, crime, jobs, etc.

All information will be open to the public. By doing so, opens up lines of communication, reinforces the fact that the organizer and board are credible constituents and puts parents at ease knowing that their children are safe and in the hands of qualified/credentialed educators.

Attachment 29 – Policy Regarding Organizer Governance

Research suggests that in order for a charter school to be successful and sustainable, they must:

- 1. Be operationally healthy, which includes having an effective organizational structure, governance and leadership; and
- 2. Have sound financing, which includes adequate funding to meet their short- and long-term operational needs, and effective, transparent fiscal management systems to ensure that all funds entrusted to them are used lawfully and appropriately to support their missions.

NiSe's most important resource for an effective learning environment is its ability to employ highly qualified personnel, particularly the administrative management team. The Principal/CEO will provide day-to-day academic and staff management of the school. The school faculty and staff will report directly to the principal. The candidate will oversee the administration of all the NiSe school activities and functions and have final approval on all levels. The candidate is responsible for curriculum development and implementation. The candidate will be responsible for writing a minimum of one grant a year to obtain funding for school functions. The candidate is responsible for all leadership concerns of the academy, teacher certification, and training and criminal background checks. The candidate is responsible for establishing procedures and guidelines, preparing process and training manuals, and ensuring fiscal reports safekeeping and distribution. The candidate will be responsible for hiring and terminating NiSe staff. The candidate reports directly to the foundation and NiSe Board of Directors. The candidate is responsible for coordinating and planning all board meetings, and meetings with NiSe's attorney, and fiscal management agency. The candidate is responsible for coordinating and implementing an academic leadership team that consists of one lead (Level 1) teacher for all grades, a registered nurse, project engineer, athletic director, horticulturist or master gardener, guidance counselor (therapist/test administrator), ESL technician and class aids. The principal is responsible for providing the necessary skills to ensure that NiSe students pass state standards testing and Average Yearly Progress.

Another element of strong governance is the utilization of the American Quality Schools (AQS) Corporation, an Illinois not-for-profit corporation, as its EMO. The Principle/CEO will serve as the primary contact. NiSe chose to use AQS because of their much needed dose of experience with leading educational programs, finance, legal experience and curriculum and instructional design, entrepreneurial spirit. Their duties will include:

- ➤ Hire all teaching faculty, teacher aides, support staff and building and grounds maintenance personnel in consultation with the Principal/CEO.
- ➤ Recommend policies, procedures, and personnel training to the NiSe board and the execution of those policies approved by the board.
- ➤ Coordinate and manage the full academic plan or curriculum, setting and assisting with curriculum and changes, purchasing instructional books and supplies which include all technology and software in consultation with the Principal/CEO.
- ➤ Select, administrate, and report all academic testing of students in consultation with the Principal/CEO.

- ➤ Purchase of equipment, furniture and leasing negotiations along with TRON/AGEK Foundation attorney.
- ➤ Conduct and provide all payroll and benefit services, employee assistance program assistance and professional development of faculty and staff.
- Maintain records of all funds raised from private, public and student activities (community gardens) will be coordinated and directed by the foundation.
- Responsible for the day to day operations of the school in consultation with the Principal/CEO.
- ➤ Hire and assist with termination and/or release of duties, after consideration of the foundation.
- ➤ Manage the school's financial matters as required by Indiana Access to Public Records Law (IC 5-14-3). Prepare and submit bi-annual budgets for Board of Directors and TRON/AGEK Foundation review.
- > Select vendors and subcontractors as needed in consultation with the Principal/CEO.
- ➤ Prepare student academic student achievement reports for the board in consultation with the Principal/CEO.
- ➤ Provide records as required by the independent auditor and the State Board of Accounts and/or Charter or Ball State University. All records will be available to Ball State University for inspection and copying upon request.

*Baseline scores are projected based on Statewide data for IPS. Actual baseline data for students enrolling in Eunoia will be spring 2013 for ISTEP+ and fall 2012 for NWEA. Percentages will be modified upon receipt of actual data and updated for real-time scores.

Mission Statement	The mission of our charter school is to serve high needs, underserved children, offering a world-class education that celebrates and develops each child in an enlightened environment, nurturing creativity, fostering growth, developing responsibility and promoting collective stewardship. ECSoEI incorporates innovative techniques to enhance life-long learning through use of multiplatform technology, varied instructional strategies, multiple intelligences, interdisciplinary curricula, and diverse cultural backgrounds of staff.
Performance Goal 1	What will our school accomplish? Each year students will demonstrate improvement in their ability to read, write and comprehend English with 84% of students meeting state standards in English Language Arts at grade three by spring of 2018.
Performance Indicators	How will we know that we have achieved this goal? We will have achieved this goal when 84% of the 3 rd grade students score Pass or Pass Plus on the E/LA ISTEP+ in the spring of 2018.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments of school-specific assessments? This goal will be measured using the E/LA ISTEP+ scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary.
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? This goal will enable our school to be in compliance with AYP and meet the Indiana Annual Measurable Objective of 72.6% for Exemplary Plus standard for E/LA on the state assessment by spring of 2018. By meeting this goal, our school will be on target for our students to score Pass or Pass+ on the E/LA ISTEP+ in the spring of 2018.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the reliability and scoring consistency of the assessment(s) we plan to use, if non-standardized? The ISTEP+ is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? ISTEP+ data from spring 2012 for IPS students entering ECSoE in the fall of 2012 as students in grade three will present data to serve as a baseline for 3 rd grade students that met the state standards for English/Language Arts as measured by the ISTEP+ E/LA scores.

3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set forth below in Rating 3.
	Rating 1 (Does not meet standard): Fewer than 45% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
	Rating 2 (Approaching standard): 46% to 62% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
	Rating 3 (Meets standard): 63% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
	Rating 4 (Exceeds standard): 64% or more students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year?
	We expect to meet the standard as set forth below in Rating 3.
	Rating 1 (Does not meet standard): Fewer than 65% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ ELA scores.
	Rating 2 (Approaching standard): 66% to 79% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ ELA scores.
	Rating 3 (Meets standard): 80% of students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
	Rating 4 (Exceeds standard): 85% or more students in the 3 rd grade have met state standards for English Language Arts as measured by the ISTEP+ E/LA scores.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will work with the Curriculum Director and CMO to identify students that are above, at or below grade levels to develop strategies to increase student achievement. Students will have been grouped according to ability in E/LA, a Title 1 workshops are provided for parents to support student learning, and enrichment/remedial hour will be developed where students are provided additional support or challenged in developing higher level thinking and skills

Performance Goal	What will our school accomplish?
2	Each year students will demonstrate improvement in their ability to reason and communicate mathematically, problem solve and make connections between mathematics and real world experiences with 72% of students meeting state standards in Mathematics at grade three by spring of 2018.
Performance	How will we know that we have achieved this goal?
Indicators	We will have achieved this goal when 72% of the 3 rd grade students score Pass or Pass+ on the Mathematics ISTEP+ in the spring of 2018.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)?
	This goal will be measured using the mathematics ISTEP+ scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary.
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? This goal will enable our school to be in compliance with AYP and meet the Indiana Annual Measurable Objective of 71.5% as the exemplary plus standard for math on the state assessment by spring of 2018. By meeting this goal, our school will be on target for our students to score Pass or Pass+ on the Math ISTEP+.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? The ISTEP+ is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? ISTEP+ data from spring 2012 for IPS students entering ECSoE in the fall of 2012 as students in grade three will present data to serve as a baseline for 3 rd grade students that met the state standards for English/Language Arts as measured by the ISTEP+ E/LA scores.
	Current projects assume 58.5% of 3 rd grade students met the state standards for mathematics as measured by the ISTEP+ mathematics scores spring 2011.
3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set forth below in Rating 3.
	Rating 1 (Does not meet standard): Fewer than 59% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.

	Rating 2 (Approaching standard): 36% to 43% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores. Rating 3 (Meets standard): 44% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores. Rating 4 (Exceeds standard): 45% or more students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year?
	We expect to meet the standard as set forth below in Rating 3.
	Rating 1 (Does not meet standard): Fewer than 55% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.
	Rating 2 (Approaching standard): 56% to 65% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.
	Rating 3 (Meets standard): 66% of students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.
	Rating 4 (Exceeds standard): 67% or more students in the 3 rd grade have met state standards for Mathematics as measured by the ISTEP+ Math scores.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will meet with the CMO and School Director to identify students that are above, at or below grade levels to develop strategies to increase student achievement. Students have been grouped according to ability in E/LA, a Title 1 workshop will be provided for parents to support student learning, and enrichment/remedial hour was developed where students were provided additional support or challenged in developing higher level thinking and skills

Performance Goal 3 Performance Indicators	What will our school accomplish? Each year students will demonstrate improvement in their ability to construct scientific knowledge, reflect on scientific knowledge, and use scientific knowledge to describe, explain, and make predictions about real-world events, phenomena, and systems, reason and communicate mathematically, problem solve and make connections between mathematics and real world experiences with 77% of students meeting state standards in Science at grade five by spring of 2018. How will we know that we have achieved this goal? We will have achieved this goal when 77% of the 5th grade students score Pass or Pass+ on the Science ISTEP+ in the spring of 2018.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? This goal will be measured using the Science ISTEP+ scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary.
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? This goal will enable our school to be in compliance with AYP and meet the Indiana Annual Measurable Objective of 71.5% as the exemplary plus standard for math on the state assessment by spring of 2018. By meeting this goal, our school will be on target for our students to score Pass or Pass+ on the Math ISTEP+.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the <u>assessment(s)</u> we plan to use, if non-standardized? The ISTEP+ is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? ISTEP+ data from spring 2012 for IPS students entering ECSoE in the fall of 2012 as students in grade three will present data to serve as a baseline for 3 rd grade students that met the state standards for English/Language Arts as measured by the ISTEP+ E/LA scores. Spring 2011 data reflects 35% of 5th grade students met the state standards for science as measured by the ISTEP+ Science scores.
3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set forth below in Rating 3.
	Rating 1 (Does not meet standard): Fewer than 37% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores.
	Rating 2 (Approaching standard): 38% to 43% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores.

	Rating 3 (Meets standard): 44% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores. Rating 4 (Exceeds standard): 45% or more students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year? We expect to meet the standard as set forth below in Rating 3. Rating 1 (Does not meet standard): Fewer than 59% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores. Rating 2 (Approaching standard): 60% to 65% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores. Rating 3 (Meets standard): 66% of students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores.
	Rating 4 (Exceeds standard): 67% or more students in the 5 th grade have met state standards for Science as measured by the ISTEP+ Science scores.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will facilitate annual science fair and utilize their outdoor classroom in providing experiential and hands-on experience for the students. A recycling program will be created, students will attend Bradford Woods outdoor and challenge education camp, Garden Projects (Plant A Row) will be developed as a service learning project for students, supplemental science kits through Purdue Extension program are being utilized, and participation in outdoor classroom/lab Partners In Education program will be implemented for the second year.

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Performance Goal 4	What will our school accomplish? Students will demonstrate improvement in their ability to read and comprehend English as measured by the increase in the spring mean RIT score on the NWEA for grades 2 - 5 in reading from year to year.
Performance Indicators	How will we know that we have achieved this goal? We will have achieved this goal in spring of 2018 when our students have a mean RIT reading score of 202.3 in second grade, a score of 208.3 in third grade, a score of 214.3 in fourth grade, and a score of 217.3 in fifth grade.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? This goal will be measured using the NWEA mean RIT reading scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary.
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? By collecting comparable, longitudinal data that will measure student growth over the course of the school year, we will be able to assess the degree to which our school contributes to the learning of the students, use the data to drive and improve instruction and intentionally guide student learning.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? The NWEA is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? In the fall of 2012, mean RIT scores will be set for all grades. Current assumptions for the 2 nd grade students use a mean RIT reading score of 186.3. The 3 rd grade students a mean RIT reading score of 194.7. The 4 th grade students a mean RIT reading score of 203.5 and the 5 th grade students had a mean RIT reading score of 205.5.
3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The mean RIT reading score is 186.3 or less for 2 nd grade, 194.7 or less for 3 rd grade, 203.5 or less for 4 th grade, and 205.5 or less for 5 th grade.
	Rating 2 (Approaching standard): The mean RIT reading score falls between 186.4 and 190.2 for 2 nd grade and between 194.8 and 197.2 for 3 rd grade. The mean RIT reading score is 203.6 for 4 th grade and falls between 205.9 and 209.9 for 5 th grade.
	Rating 3 (Meets standard): The mean RIT reading score is 190.3 for 2 nd grade, 197.3 for 3 rd grade, 203.7 for 4 th grade, and 210.5 for 5 th grade.
	Rating 4 (Exceeds standard): The mean RIT reading score is 190.4 or higher for 2 nd

	grade, 197.4 or higher for 3 rd grade, 203.8 or higher for 4 th grade, and 211.5 or higher for 5 th grade.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The mean RIT reading score is 194.3 or less for 2 nd grade, 191.3 or less for 3 rd grade, 206.3 or less for 4 th grade, and 210.7 or less for 5 th grade. Rating 2 (Approaching standard): The mean RIT reading score falls between 194.4
	and 202.2 for 2 nd grade and between 191.4 and 208.2 for 3 rd grade. The mean RIT reading score falls between 206.4 and 214.2 for 4 th grade and between 210.8 and 217.2 for 5 th grade. Rating 3 (Meets standard): The mean RIT reading score is 202.3 for 2 nd grade, 208.3 for 3 rd grade, 214.3 for 4 th grade, and 217.3 for 5 th grade. Rating 4 (Exceeds standard): The mean RIT reading score is 202.4 or higher for 2 nd grade, 208.4 or higher for 3 rd grade, 214.4 or higher for 4 th grade, and 217.4 or higher for 5 th grade.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will work with the CMO, School Director and Curriculum Director and trending data and setting targets to align with instruction activities, the NWEA on-line assessments three times per year (fall, winter, spring) and unit assessments in all content areas to help drive instruction. They have been trained to analyze data to help develop next steps or strategies for students.

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Performance Goal 5	What will our school accomplish? Students will demonstrate improvement in their ability to use writing strategies and skills as well as employ the conventions of grammar and mechanics of writing as measured by the increase in the spring mean RIT score on the NWEA for grades 2 - 5 in Language Usage from year to year.
Performance Indicators	How will we know that we have achieved this goal? We will have achieved this goal in spring of 2018 when our students have a mean RIT language usage score of 206.0 in second grade, a score of 213.0 in third grade, a score of 218.0 in fourth grade, and a score of 221.0 in fifth grade.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? This goal will be measured using the NWEA mean RIT language usage scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? By collecting comparable, longitudinal data that will measure student growth over the course of the school year, we will be able to assess the degree to which our school contributes to the learning of the students.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? The NWEA is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? In the fall of 2012, mean RIT scores will be set based upon test results for all grades. Assumptions for 2 nd grade students show a mean RIT language usage score of 190.0. The 3 rd grade students a mean RIT language usage score of 199.3. The 4 th grade students a mean RIT language usage score of 203.0 and our 5 th grade students a mean RIT language usage score of 205.8.
3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The mean RIT language usage score is 190.0 or less for 2 nd grade, 199.3 or less for 3 rd grade, 203.0 or less for 4 th grade, and 205.8 or less for 5 th grade.
	Rating 2 (Approaching standard): The mean RIT language usage score falls between 190.1 and 193.9 for 2 nd grade and between 199.4 and 200.9 for 3 rd grade. The mean RIT language usage score falls between 203.1 and 208.2 for 4 th grade and between 205.9 and 209.9 for 5 th grade.

	Rating 3 (Meets standard): The mean RIT language usage score is 194.0 for 2 nd grade, 201.0 for 3 rd grade, 208.3 for 4 th grade, and 210.0 for 5 th grade. Rating 4 (Exceeds standard): The mean RIT language usage score is 194.1 or higher for 2 nd grade, 201.1 or higher for 3 rd grade, 208.4 or higher for 4 th grade, and 210.1 or higher for 5 th grade.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year?
	We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The mean RIT language usage score is 198.0 or less for 2 nd grade, 205.0 or less for 3 rd grade, 210.0 or less for 4 th grade, and 215.3 or less for 5 th grade.
	Rating 2 (<i>Approaching standard</i>): The mean RIT language usage score falls between 198.1 and 205.9 for 2 nd grade and between 205.1 and 212.9 for 3 rd grade. The mean RIT language usage score falls between 210.1 and 217.9 for 4 th grade and between 215.4 and 220.9 for 5 th grade.
	Rating 3 (Meets standard): The mean RIT language usage score is 206.0 for 2 nd grade, 213.0 for 3 rd grade, 218.0 for 4 th grade, and 221.0 for 5 th grade.
	Rating 4 (Exceeds standard): The mean RIT language usage score is 206.1 or higher for 2 nd grade, 213.1 or higher for 3 rd grade, 218.1 or higher for 4 th grade, and 221.1 or higher for 5 th grade.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will work with the CMO, School Director and Curriculum Director and trending data and setting targets to align with instruction activities, the NWEA on-line assessments three times per year (fall, winter, spring) and unit assessments in all content areas to help drive instruction. They have been trained to analyze data to help develop next steps or strategies for students.

Performance Goal 6	What will our school accomplish? Each year students will demonstrate improvement in their ability to reason and communicate mathematically, problem solve and make connections between mathematics and real world experiences as measured by the increase in the spring mean RIT score on the NWEA for grades 2 - 5 in mathematics from year to year.
Performance Indicators	How will we know that we have achieved this goal? We will have achieved this goal in spring of 2008 when our students have a mean RIT mathematics score of 205.6 in second grade, a score of 210.6 in third grade, a score of 217.6 in fourth grade, and a score of 220.6 in fifth grade.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? This goal will be measured using the NWEA Math mean RIT scores each year.
Attachments	Attachments to illustrate the performance goal and assessments. See attached goal projection summary
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? By collecting comparable, longitudinal data that will measure student growth over the course of the school year, we will be able to assess the degree to which our school contributes to the learning of the students.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? The NWEA is standardized.
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See attached Student Achievement Plan.
Baseline Data	What is our beginning data point? In the fall of 2012, baseline scores for 2 nd grade students will determine mean RIT mathematics scores. Current data assumes a mean RIT of 189.6. The 3 rd grade students a mean RIT mathematics score of 200.2. The 4 th grade students a mean RIT mathematics score of 205.9 and our 5 th grade students had a mean RIT mathematics score of 212.2.
3rd-Year Target*	What do we expect to achieve by the end of our third year?
	We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The mean RIT math score is 189.6 or less for 2 nd grade, 200.2 or less for 3 rd grade, 205.9 or less for 4 th grade, and 212.2 or less for 5 th grade.
	Rating 2 (Approaching standard): The mean RIT math score falls between 189.7 and 193.5 for 2 nd grade and between 200.3 and 200.5 for 3 rd grade. The mean RIT math

	score falls between 206.0 and 209.1 for 4 th grade and between 212.3 and 212.8 for 5 th grade. Rating 3 (Meets standard): The mean RIT math score is 193.6 for 2 nd grade, 200.6 for 3 rd grade, 209.2 for 4 th grade, and 212.9 for 5 th grade. Rating 4 (Exceeds standard): The mean RIT math score is 193.7 or higher for 2 nd grade, 200.7 or higher for 3 rd grade, 209.3 or higher for 4 th grade, and 213.0 or higher for 5 th grade.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The mean RIT math score is 197.6 or less for 2 nd grade, 204.6 or less for 3 rd grade, 209.6 or less for 4 th grade, and 216.2 or less for 5 th grade. Rating 2 (Approaching standard): The mean RIT math score falls between 197.7 and 205.5 for 2 nd grade and between 204.7 and 210.5 for 3 rd grade. The mean RIT math score falls between 209.7 and 217.5 for 4 th grade and between 216.3 and 220.5 for 5 th grade.
	Rating 3 (Meets standard): The mean RIT math score is 205.6 for 2 nd grade, 210.6 for 3 rd grade, 217.6 for 4 th grade, and 220.6 for 5 th grade. Rating 4 (Exceeds standard): The mean RIT math score is 205.7 or higher for 2 nd grade, 210.7 or higher for 3 rd grade, 217.7 or higher for 4 th grade, and 220.7 or higher for 5 th grade.
Annual Progress	What progress have we made toward this goal this year? The staff at Eunoia will work with the CMO, School Director and Curriculum Director and trending data and setting targets to align with instruction activities, the NWEA on-line assessments three times per year (fall, winter, spring) and unit assessments in all content areas to help drive instruction. They have been trained to analyze data to help develop next steps or strategies for students.

Performance Goal	What will our school accomplish?
7	Eunoia Charter School of Excellence Indianapolis will show an increase of at least
	15% in enrollment each school year and will ensure capacity and adequate sections at
	each grade to have a total enrollment of 585 students when we reach capacity for our
	building through a grade configuration of KG - 8.
DC	Hammilton I was distant the second distant 19
Performance Indicators	How will we know that we have achieved this goal? ECSoEI will have achieved this goal when we have a total enrollment of 585 by the
indicators	end of our fourth year of operation.
	cha of our fourth year of operation.
Assessment Tools	How will we measure achievement of this goal, using mandated assessments and/or
and Measures	school-specific assessments (such as portfolios, juried performances)?
	The goal will be measured by data collected and enrollment report generated.
Attachments	Attachments to illustrate the performance goal and assessments.
	None
Rationale for Goal	Why is this goal important to our mission, and why is our chosen method of
and Measures	assessment appropriate and useful for measuring performance toward this goal?
	This goal will allow ECSoEI to be financially viable to ensure day-today operations
	with cash reserves for programmatic innovation, class trips and resources.
Assessment	The second of th
Reliability and	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized?
Scoring	
	NA
Consistency	
	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal?
Consistency Strategies for	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal?
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan
Consistency Strategies for	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point?
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405.
Consistency Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point?
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year?
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405.
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Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15%
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15% and or between 455 students.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15% and or between 455 students. Rating 3 (Meets standard): The enrollment percentage reflects a growth of at
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15% and or between 455 students.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15% and or between 455 students. Rating 3 (Meets standard): The enrollment percentage reflects a growth of at least 15% from the previous year and/ or the number of students equals 535.
Consistency Strategies for Attainment Baseline Data	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? See Student Achievement Plan What is our beginning data point? Total enrollment for 2012 - 2013 school year is projected at 405. What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The enrollment percentage is less than 10% and or less than 530 students. Rating 2 (Approaching standard): The enrollment percentage falls between 10 – 15% and or between 455 students. Rating 3 (Meets standard): The enrollment percentage reflects a growth of at

6 th -Year Target*	What do we expect to achieve by the end of our sixth year?
	We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The enrollment percentage is less than 80 % and/or less than 468 students.
	Rating 2 (Approaching standard): The enrollment percentage falls between 80 – 90% and/ or between 469 - 527 students.
	Rating 3 (Meets standard): The enrollment is at capacity with 585 students.
	Rating 4 (Exceeds standard): The enrollment exceeds capacity of 585.
Annual Progress	What progress have we made toward this goal this year? ECSoEI staff will facilitate a community fair to market the school and develop a list of names to recruit for enrollment. Working with parents in improving stakeholder satisfaction also goes a long way in growing enrollment as word of mouth from current families draws new families to ECSoEI.

Performance Goal 8	What will our school accomplish? The annual attendance rate for students at Eunoia Charter School of Excellence Indianapolis will increase to 96% school wide by the fall of 2015, thus exceeding the state standard of 95%.
Performance Indicators	How will we know that we have achieved this goal? Eunoia Charter School of Excellence Indianapolis will have achieved this goal when we have 96% average daily attendance.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? This goal will be measured using the average daily attendance rate for each school year.
Attachments	Attachments to illustrate the performance goal and assessments. NA
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? The goal will meet the requirements through the Department of Education as well as the needs of the NCLB guidelines to ensure the educational development of all students.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? NA
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? Daily phone calls to parents for students who are absent and parents who have not called in, attendance contracts for parents of children with truancy issues, building and classroom incentive programs, student recognition for improved and perfect attendance.
Baseline Data	What is our beginning data point? Our average daily attendance rate for 2012 - 2013 will be 94.8 %
3rd-Year Target*	What do we expect to achieve by the end of our third year? We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The daily student attendance rate is less than 90%, below the state requirement. Rating 2 (Approaching standard): The daily student attendance rate falls between 90 – 95%, which is approaching the state requirement. Rating 3 (Meets standard): The daily student attendance is at 95%, which is the state requirement. Rating 4 (Exceeds standard): The daily student attendance is above 95%, which exceeds the state requirement.

6 th -Year Target*	What do we expect to achieve by the end of our sixth year?
	We expect to meet the standard as set fourth below in Rating 4.
	Rating 1 (Does not meet standard):
	Rating 2 (Approaching standard):
	Rating 3 (Meets standard):
	Rating 4 (Exceeds standard): Eunoia Charter School of Excellence Indianapolis will have an attendance rating of 96%, exceeding the State Standard of 95%.
Annual Progress	What progress have we made toward this goal this year? The staff at ECSoEI will continue to recognize students through a building and classroom incentive program and celebrate perfect and improved attendance.

Performance Goal 9	What will our school accomplish? Eunoia Charter School of Excellence Indianapolis will retain 90% of its students that are enrolled each year.
Performance Indicators	How will we know that we have achieved this goal? We will have achieved this goal when 90% of our students that were enrolled at the end of the school year are registered again in the fall and are in attendance on the first count day.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? NA
Attachments	Attachments to illustrate the performance goal and assessments. NA
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? To maintain financial stability and attain long-range goals for student learning.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? NA
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? This will be accomplished by maintaining a maximum number of students in each classroom and the ability to show a generated wait list and providing a climate that every student, parent and staff member is committed to creating a nurturing learning environment. We will also employ building and classroom incentive programs, individual, group recognition and development of enrichment programs
Baseline Data	What is our beginning data point? In the fall of 2013, we will have 368 students enrolled and in attendance on the first count day who were in attendance in spring 2013. This number 79% of our students who were enrolled at the end of the school year in the spring of 2013.
3rd-Year Target*	What do we expect to achieve by the end of our third year? These numbers must be aligned with your goal and beginning data point. We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis is less than 329. Rating 2 (Approaching standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis falls between 330 - 341. Rating 3 (Meets standard): The number of re-enrolling students returning to Eunoia Charter School of Excellence Indianapolis is at 368. Rating 4 (Exceeds standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis exceeds 369.

6 th -Year Target*	What do we expect to achieve by the end of our sixth year? These numbers must be aligned with your goal and beginning data point. We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis is less than 440. Rating 2 (Approaching standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis falls between 441 - 467. Rating 3 (Meets standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis is at 468. Rating 4 (Exceeds standard): The number of students returning to Eunoia Charter School of Excellence Indianapolis exceeds 469.
Annual Progress	What progress have we made toward this goal this year? The staff at ECSoEI has developed an incentive program throughout the building, has recognized students for outstanding accomplishments and continues to work with parents and community resources to ensure parent satisfaction and in promoting a successful enrollment and recruitment program.

Performance Goal 10	What will our school accomplish? The parents of Eunoia Charter School of Excellence Indianapolis will increase their level of involvement through participation in all school-sponsored activities by 10% each school year.
Performance Indicators	How will we know that we have achieved this goal? This goal will be achieved by an increase in the number of parents attending any and all school sponsored activities equal to or higher than 10% of the previous year.
Assessment Tools and Measures	How will we measure achievement of this goal, using mandated assessments and/or school-specific assessments (such as portfolios, juried performances)? The goal will be measured by numbers generated from parent sign-in sheets, and counts taken by school personnel at school-sponsored conferences, events and workshops.
Attachments	Attachments to illustrate the performance goal and assessments. NA
Rationale for Goal and Measures	Why is this goal important to our mission, and why is our chosen method of assessment appropriate and useful for measuring performance toward this goal? To help each parent create new strategies to support instruction and help each student develops a solid educational foundation.
Assessment Reliability and Scoring Consistency	How will we demonstrate both the <u>reliability</u> and <u>scoring consistency</u> of the assessment(s) we plan to use, if non-standardized? NA
Strategies for Attainment	What are our strategies (curricular, instructional, assessment, organizational, operational) for attaining this goal? The teachers, staff and parent liaison will work in promoting and recruiting parental involvement in classroom conferences, workshops and school-wide functions through regular newsletters, notes and phone calls home. Incentives will be given to students in soliciting parental participation. ECSoEI family nights will also be held to build communication and develop partnerships.
Baseline Data	What is our beginning data point? Data collected from parent contacts from conferences, building/classroom visits, home visits, and attendance from building sponsored activities will reflect 95% involvement in the spring conferences – a 15% increase from the previous spring. For all other events, ECSoEI averaged 2 % parental involvement in PTSO meetings and 19% attendance at workshop activities yielding an average of 7% overall.
3rd-Year Target*	What do we expect to achieve by the end of our third year? These numbers have to be aligned to the beginning data point. We expect to meet the standard as set fourth below in Rating 3.
	Rating 1 (Does not meet standard): The number of parents that participate is less than 22 and or less than 7%.
	Rating 2 (Approaching standard): The number of parents that participate falls between $23 - 33$ and or between $7\% - 10\%$.
	Rating 3 (Meets standard): The number of parents that participate is at least 33

	and /or 10% of the total enrollment
	Rating 4 (Exceeds standard): The number of parents that participate exceeds 43 and or 10%.
6 th -Year Target*	What do we expect to achieve by the end of our sixth year? These numbers have to be aligned to the beginning data point. We expect to meet the standard as set fourth below in Rating 3. Rating 1 (Does not meet standard): The number of parents that participate is less than 50 and or less 20% than. Rating 2 (Approaching standard):): The number of parents that participate falls between 50 – 100 and or between 10% - 20%. Rating 3 (Meets standard): The number of parents that participate is at least 100 and or 12 % of the total enrollment. Rating 4 (Exceeds standard): The number of parents that participate exceeds 100 and or 12%.
Annual Progress	What progress have we made toward this goal this year? The staff at ECSoEI has planned several activities for the upcoming school, examples are Back to School Night, Curriculum Nights, Musical programs, and parent/teacher conference and PTSG sponsored activities.

NAME

ARTICLE II - BOARD OF DIRECTORS

Section 1. <u>Powers and Duties</u>. The business and affairs of the Corporation shall be managed and controlled by the Board Directors, seven (7) in number. They shall be elected by the members at the annual meeting of members of the corporation, and each director shall be elected for the term of one year, and until his/her successor shall be elected and shall qualify or until his/her earlier resignation or removal.

The names and addresses of the persons, who are the initial members of the board, two of whom are the incorporators, are as follows:

IVAIVIL	<u>ADDRESS</u>
Elonda Ervin	4362 S. Hilton Street, Apt. 6, Terre Haute, IN 47802
Augusta DeNeal	319 E. 60th Drive, Merrillville, Indiana 46410
Geraldine Roby	1184 Jennings Street, Gary, Indiana 46404
Dawn Dawkins	4236 Elm Street, East Chicago, Indiana 46312
Olga Chambers	3378 Reserve Drive, Apt. 103, Portage, IN 46368
Grayling Gordon	3718 Euclid Avenue, East Chicago, IN 46312.

ADDRESS

The Board shall employ such agents and servants as they may deem advisable, and fix the rate of compensation of all agents, employees and officers.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to the Board of Director, officers or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Article of Incorporation. No substantial part of the activities of the corporation shall be the carry on of propaganda, or otherwise participate in, or intervene in (including publishing or distribution statements any political campaign on behalf of, in opposition to, any candidate for public office. Notwithstanding any other provision of this articles, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (3) of the Internal Revenue Code or the corresponding section of any future federal tax code or (b) by a corporation contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. <u>Annual Meetings</u>. The annual meeting of the corporation shall he held each year at such time and place as shall be determined by the Board of Directors for the purpose of electing Directors and of transacting such other business as may properly he brought before the meeting.

Section 3. <u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held, without notice, at least quarterly, at the registered office of the corporation, or at such other time and place as shall be determined by the Board.

Section 4. <u>Special Meetings</u>. A special meeting of the Board of Directors may called by the President on two (2) days' notice to each director, either personally or by mail, fax or by telegram. The President or Secretary shall call special meetings in like manner and on like notice on the written request of a majority of the directors in office.

Section 5. Notice of Meetings.

- (A) **Regular Meetings.** Regular meetings may be held with or without notice.
- (B) **Special Meetings.** Special meetings shall be held upon written or oral notice stating the time and place being given to each Board Member at least three days before such meeting, except as otherwise required in these Bylaws. If written, such notice shall be delivered either personally or deposited in the United States Mail, addressed to the Board Members' address, with postage thereon prepaid (and shall be deemed received the following day).
- (C) **Purpose.** The business to be transacted, or the purpose of, any meeting should be specified in the notice or waiver of notice of the meeting.

Section 6. <u>Waiver or Notice</u>. A Board Member may waive in writing notice of any meeting of the Board of Directors before, at or after such meeting; and their waiver shall be deemed the equivalent of giving notice. Attendance of a Board Member at a meeting constitutes a waiver of notice of the meeting, except where the meeting is attended for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and the Board Member does not vote for or assents to any action taken at the meeting.

Section 7. <u>Action By Unanimous Written Consent</u>. Action required or permitted to be taken by the Board of Directors at meeting may be taken without a meeting if, before or after the consent to the action in writing. The written consents shall be filed with minutes of the proceedings of the Board of Directors. The consent shall have the same effect as a vote of the Board of Directors for all purposes.

Section 8. <u>Electronic Participation</u>. A member of the Board of Directors may participate in a meeting of the Board of Directors by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 9. Quorum. A majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting a which a quorum is present constitutes the acts of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as first convened had there been a

quorum present. However, if a quorum shall be present at any duly constituted meeting of the Board of Directors, such directors may continue to do business until adjournment notwithstanding the withdrawal or removal of such directors as may leave less than a quorum. In the event of a tie vote, the President shall vote to break the tie vote.

Section 10. Number and Term of Directors.

- (A) The initial Board of Directors shall be composed of seven in number. The term of office of directors shall expire each year at the annual meeting, or until their successor is elected and qualified, or until their resignation or removal. At no time shall the Board of Directors exceed seven members.
- (B) The initial Board of Directors shall be comprised of the following: Elonda Ervin, Augusta DeNeal, Geraldine Roby, Dawn Dawkins, Olga Chambers, Grayling Gordon, and an individual to be determined.

Section 11. Vacancies.

- (A) Vacancies in the Board of Directors shall be filled by appointment made, upon recommendation by the affirmative vote of a majority of the remaining Board of Directors, even if there is less than a quorum of the Board of Directors.
- (B) Each person so elected to fill vacancy shall remain a Board Member until expiration of their term and until a successor is elected and qualified, or until their removal or resignation.

Section 12. Removal or Resignation of Board Members. At a meeting of the Board of Directors called for such purpose, upon the motion of any member(s) a member may be removed with cause by a vote of the majority of the Board of Directors then in office. Unless a later date is specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors. A director may resign at any time by filing his written resignation with the secretary.

Section 13. <u>Committees</u>. The Board of Directors may designate one or more committees, each committee to include one or more of the members of the Board of Directors. The Board of Directors may designate one ore more of its members as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such an absent or disqualified member. A committee, and each member thereof, shall serve at the pleasure of the Board of Directors.

Section 14. <u>Order of Business</u>. The order of business at all meetings of the Board of Directors shall be as follows:

- 1. Roll call,
- 2. Reading of the minutes of the preceding meeting and action thereon,
- 3. Reports of officers,
- 4. Reports of committees,
- 5. Unfinished business,
- 6. Miscellaneous business,
- 7. New business,
- 8. Adjournment.

Attachment 31 - School Admissions Policy and Criteria

NiSe will accept applications for attendance from anywhere in Indiana, in accordance with the state charter school law. The marketing emphasis of the school will, however, focus on the Northwest Indiana area, particularly Gary. NiSe will engage in no policies, which discriminate against students on account of race, gender, religion, national origin, ancestry or color.

Student recruitment will be done by:

- > Direct mail announcements targeted to families in the areas with school aged children
- > Radio commercials
- ➤ Cable TV spots
- Newspaper stories and paid ads
- Letters and flyers to local community organizations

American Quality School has successfully utilized all of the above for marketing the charter schools they manage.

The marketing process will begin approximately one month after formal notification that the NiSe charter school proposal contract has been signed between foundation and Ball State University. Applications will be sent to interested parties by mail or may be accessed through the AQS website. All requests for applications will also include a copy of school policies and regulations.

The marketing for the school will continue until May, 2012. At that time it will be determined if further marketing efforts are required to fill the various grades. If the grade slots are filled, parents/guardians of the accepted students will be notified in writing. If, as we anticipate, the number of applications exceeds available slots for a given grade, a random selection drawing will be held no later than May 25, 2012. The time, date and location of the random selection will be announced in the local newspaper and radio outlets. The random selection will be done by a representative of the office of both Merrillville and Gary. The same representative will conduct the random selection for the school waiting list if such a list exists.

NiSe plans to serve 300 6-9 graders from Northwest Indiana the first years and plans to add an additional class each year for a total of 550 (6th-12th) by 2017. After the NiSe Charter School is approved, the school will announce to the Northwest Indiana community. Student population will be 300 students the first and second year. All students are invited and welcome to attend. NiSe will maintain a student waiting list. NiSe will use the lottery approach for selection. Proof of age will be required. All students will begin the first year of the academy by signing up in the month of May for orientation prior the first semester of school. Any child, who shows significant signs of immaturity based upon the observation of the teacher and CEO's judgment, may be withdrawn from NiSe. All children between the ages of five a, and who reside within the Merrillville and Gary area, are entitled to attend a public or charter school in accordance with the

Indiana Compulsory Attendance Law. The child will attend school each year for the number of days NiSe is in session unless otherwise excused by the NiSe board. The parents are legally responsible for their own child's attendance.

Parents and guardians will be notified of acceptance or denial at the end of the NiSe student review which will include a parent/student/ NiSe counselor session to gain more information on the student. The application process will be open for three weeks. If more than the designated enrollment, a lottery will be held in and advertised pubic meeting by an independent auditing firm. A minimum of 15 days written notice announcing the time and location of the meeting will be announced. Students will be statistically randomly selected for each grade in the lottery. Any siblings of chosen students from the lottery and/or siblings of currently enrolled students will be given admissions preference. Students not selected will be place on a waiting list. All student applications received after the lottery will be added to the wait list. As students slots are freed, students will be admitted from the top of the waiting list. The minimum enrollment numbers for the school to be financially viable will be 625.

For each year of operation with the objectives that the school proposes, we expect 90-100% of students will remain at the school through the last week of the school year. For each year of operation, we expect 90-100% of students to return to the school the following year. We expect that 90-100% of students enrolled are expected to remain at the school through the end of the school' educational program and transfer to a postsecondary education institution of their choice.

In Indiana a child can attend any school in the district. Students can also attend charter schools. In some cases students may transfer outside. But, the question for this high school is whether or not it would be one of the choices of Northwest Indiana parents.

NORTHWEST INDIANA STEM CHARTER SCHOOL

DISCIPLINE CODE

Northwest Indiana STEM Charter School expects all students to conduct themselves in a socially responsible manner. Disciplinary measures used to maintain a safe and orderly school environment which promotes NiSe's philosophy of providing a college preparatory education for all students.

The NiSe Discipline Code applies to all the actions of students during school hours, before after school, while on school property, at all NISE sponsored events, and when the actions affect the mission of NiSe. Students may also be subject to discipline for serious acts of misconduct, which occur either off-campus or during non-school hours when the misconduct disrupts the orderly education process at NiSe.

Each discipline case will carry its own merit and will be adjudicated according to the facts accompanying the case. NiSe staff shall consider all mitigating circumstance prior to disciplinary action. Mitigating circumstances shall include, but are not limited to, the following:

- Age, health, maturity, academic placement
- Prior conduct
- Attitude of a student
- Willingness to make restitution
- Seriousness of offense
- Willingness to enroll in a student assistance program

In some cases the school's administrative personnel may deem public service a necessary component of the disciplinary action. Public service may include, but is not limited to: repairing or cleaning property damaged as a result of the offense(s); participating in landscaping, gardening and/or other projects aimed at beautifying school property or the community; and/or providing services that improve the quality of life for community members.

Attachment 33 – Health and Safety Measures

NiSe will comply with the health requirements described in 511 IAC 6.1-2-4. NiSe will insure that every child in the school corporation has been immunized in accordance with IC 20-34-4. The school will conduct visual acuity screenings in accordance with IC 20-34-3-12 and 511 IAC 4-2-1 and 511 IAC-2-1.1. NiSe will conduct annual audiometer screenings in accordance with IC 20-34-3-14.

Attachment 34 – School's Leadership and Teacher Employment Policies

The Board shall act upon the Principal/CEO's presentation of three rated candidates.

If a consensus of the Board cannot approve one of the three candidates for the position, then all three are rejected.

Upon rejection of the three candidates, the selection process will start over again.

The Board believes that all employees, including the Principal/CEO, should be evaluated periodically by their immediate supervisor. The appraisal program established should be directly related to the written position description for each employee or job classification.

NiSe's professional staff includes principal, administrative assistant, licensed teachers for grades 6-12, classroom assistant/aid, Special Education teacher, ESL teacher, ELL teacher, STEM adjunct professors, media/resource staff, food service personnel, nurse/health care provider, maintenance personnel, dean of students, and guidance counselor.

The Board is committed to securing the services of the best personnel available. Only professionally trained individuals who meet the state statutory requirements and who satisfy the Corporation's established standards will be considered for certified positions. All classified staff shall be recruited and selected on the basis of specific position requirements. The search for qualified applicants may extend to a wide variety of educational institutions and geographical areas. It will take into consideration the diversified characteristics of the corporation, and it will recognize the contributions which can be made by people of different races, religions, and ethnic backgrounds. Recruitment procedures will not overlook the talents and potential of individuals already employed by the corporation, they are to be considered first. Any current employee of the corporation may apply for any position for which he/she has certification and meets other stated requirements.

Attachment 35 – Policy Regarding Criminal Histories

The proposed policy shall provide that no member of the NiSe Board of Director's shall have been convicted of any offense set forth in I.C. 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 judgment of conviction was entered under the law of any other federal or state jurisdiction, unless the Director of the Office of Charter Schools expressly waives such prohibition in writing.

NiSe will obtain within sixty (60) days of the effective date of the execution of the Charter, an expanded criminal history check, as defined in I.C. 20-26-2-1.5, on each current member of the governing body, after obtaining any necessary consent from the individual member. Any individual that has been convicted of any of the following acts shall be prohibited from serving on the NiSe's Board of Directors, unless the Director of the Office of Charter Schools expressly waives such prohibition in writing:

- a. Any offense set forth in I.C. 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 judgment of conviction was entered under the law of any other federal or state jurisdiction; or
- b. The offense of theft, misappropriation of funds, embezzlement, misrepresentation, or fraud in any jurisdiction.

The proposed policy shall provide that NiSe will obtain, at least fourteen (14) days prior to the approval of any prospective new member of NiSe's Board of Directors, an expanded criminal history check on the prospective new member, after obtaining any necessary consents from the prospective member. Any individual that has been convicted of any of the following acts shall be prohibited from serving on the Organizer's governing body, unless the Director of the Office of Charter Schools expressly waives such prohibition in writing:

- a. Any offense set forth in I.C. 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 judgment of conviction was entered under the law of any other federal or state jurisdiction; or
- b. The offense of theft, misappropriation of funds, embezzlement, misrepresentation, or fraud in any jurisdiction.

Attachment 36 – Policy Regarding Conflict of Interest

The purpose of this policy is to observe state statutes regarding conflict of interest for NiSe Board of Director members and to engage in NiSe Charter School business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the NiSe Board of Director to conform with statutory conflict of interest laws and, in addition, act in a manner that will avoid any conflict of interest or the appearance thereof.

III. CONFLICTING BUSINESS RELATIONSHIPS

A. A member of the NiSe Board of Director is prohibited from serving as a member of the board of directors or as an employee or agent of, or contractor with, a for-profit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. A violation of this prohibition renders a contract voidable. A member of NiSe Board of Directors who violates this prohibition shall be individually liable to the charter school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest under this paragraph exists.

- B. A member of NiSe Board of Directors that serves as a member of the board of directors or as an employee or agent of, or contractor with, a nonprofit entity with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities, must disclose all potential conflicts to the NiSe.
- C. The NiSe Board of Director members conflict of interest provisions do not apply to compensation paid to a teacher employed by the charter school who also serves as a member of the board of directors.
- D. The NiSe Board of Director member conflict of interest provisions do not apply to a teacher who provides services to a charter school through a cooperative when the teacher also serves on the NiSe Board of Directors.

Attachment 37 – Complaint Policy

The NiSe Charter School shall implement and maintain a complaint policy to receive and handle complaints. NiSe Board of Directors shall have the power to amend the complaint policy in any way it deems necessary and appropriate, so long as, such amendments are approved by the NiSe Board of Directors and are consistent with applicable law and due process."

The NiSe Board can delegate the hearing of complaints to a subcommittee. However, delegation (if not in the school's original Complaint Policy) requires school board action by resolution.

A copy of the Nise Charter School complaint policy shall be distributed to the parents and/or guardians of students enrolled in NiSe and made readily available to all others requesting a copy.

Upon resolution of a complaint, the NiSe Board of Directors shall provide to the complainant:

- (a) Its written determination and any remedial action thereto, and
- (b) A written notice to the complainant that he or she may appeal the determination of the School Corporation to the Trustees.

All complaints must be acknowledged within five business days and resolved within 10 business days of receipt.

The Appeal Process

The Institute's role in the formal complaint process is a limited one, and it is generally restricted to appeals after the school's board of trustees (or designee) has handled the complaint.

Attachment 38 – Policy Regarding Special Education

At the middle school level, teams of teachers will provide instruction in the core curriculum to assigned teams of students. The balance of the instructional day is devoted to exploratory, enrichment and remedial activities.

All schools are expected to organize the instructional program to ensure that individual students receive instruction appropriate to their identified needs.

The Board supports staff efforts to promote, develop and implement programs, which meet the learning needs of students in cognitive, affective and psychomotor performance and behavior on an individual student basis.

It is the policy of the Board to provide specially designed instruction to meet the unique needs of students identified as disabled in accordance with the special education regulations.

The Board will consider homebound or hospitalized programs for students unable to attend school because of special health problems, temporary illnesses or injuries that preclude their attendance at school. The Board will require a medical doctor's statement indicating that because of the disability, the student will be confined to home or the hospital for an extended period of time.

Attachment 39 – Parental Access to Education Records

Parents of middle and high school students can access their student's grades, class schedule, attendance records, assignments, interim progress reports, report cards, and registration information on-line.

Attachment 40 – Dissolution Procedure

Charter School Dissolution Plan

Name of Charter School:	Address:
Date of closing:	Last day of school:
Independent Board member (Name and Contact information):	School contact for all future inquiries (Name and Contact information):
Independent Auditor:	State liaisons (Names and Contact information):

A: Student Records Required Task(s): Verify and transfer complete student records (academic, health, special education, etc) to resident district(s) including but not limited to the following task(s):	Projected Date of Completion	Person Responsible with contact information
• Charter school will provide a list of student names, complete student records and the schools to which they are transferring;		
Check records against enrollment data;		
Charter school staff and county staff will verify contents and completeness of student records;		
Verify final enrollment count;		
Implement sign-off procedure confirming transferal and receipt of student records; and		
County Office staff will deliver student records to the resident district(s).		

B: Personnel Records Required Task(s): Devise a plan to retain and maintain staff personnel and professional certification records for a minimum of five years including but not limited to the following task(s):	Projected Date of Completion	Person Responsible with contact information
Provide an updated status report on provisional teacher and administrator candidates;		
• Submit all requisite licensing documents (provisional teacher evaluations, summative reports, etc.);		
Compile a list of employees with their social security numbers and employment histories, copies of certificates, employment contracts and evaluations including any staff members who may have been terminated for cause; and		
Board of trustees must arrange for the maintenance of staff personnel records for a minimum of five years for purposes of issuing letters of reference, verifying prior employment, etc. and provide a contact name and phone number of person responsible for maintaining records.		

C. Federal Grants Required Task(s): Provide proof of proper liquidation of goods acquired through federal grant(s) including but not limited to the following task(s):	Projected Date of Completion	Person Responsible with contact information
 Verify liquidation and/or transfer of property acquired through federal grants to the district(s) of residence (Note: No distribution of assets to the district(s) or any other entity may occur prior to satisfaction of charter school creditors.); and 		
Submit Final Expenditure Reports for entitlement grants.		

D. Final Enrollment Count	Projected Date of	Person Responsible
	Completion	with contact

<u>Required Task(s):</u> Collect updated student registers and conduct a final enrollment count including but not limited to the following task(s):	information
Provide monthly updates changes to the enrollment count;	
Finalize final enrollment count as specified by the Office of School Funding; and	
Submit student registers to Independent auditor.	

E. Financial Statements	Projected Date of	Person Responsible
Required Task(s): Submit financial statements according to but not limited to the following:	Completion	with contact information
• Expenditures must be strictly limited to only those that are reasonable and necessary for the ongoing day to day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent and insurance and must already be authorized in the budget.		

Red	Final Audit quired Task(s): Appoint independent auditor to conduct a final audit including but not limited the following task(s):	Projected Date of Completion	Person Responsible with contact information
•	Provide with approved board resolution appointing auditor including contact information;		
•	Provide estimated start and completion date of audit as well as estimated cost of audit;		
•	Submit board resolution establishing escrow account for funds to pay for the audit and provide evidence that this account has been established; and		
•	Submit copies of the audit . Audit must be submitted prior to the dissolution of the board, but no later than November 5 as outlined in statute.	November 5	

G. Independent Trustee Required Task(s): Board shall appoint an independent trustee to address the satisfaction of all outstanding claims by creditors and proper distribution of assets in compliance with statutes and regulations that govern all corporations including but not limited to the following task(s):	Projected Date of Completion	Person Responsible with contact information
Submit approved board resolution appointing independent trustee including name and contact		

	Γ
information;	
Board of Directors and independent trustee submit a written report to take into account the present value of the charter school's liabilities held by all of its creditors, including but not limited to vendors, banking institutions, state pension and health benefits agencies, child study team providers, resident and non-resident school districts and the present value of the charter school's assets, including but not limited to books, supplies, motor vehicles, furnishings, equipment and personal property;	
 Board of trustees and independent trustee must devise a plan to ensure that remaining assets are distributed equitably among sending districts (Note: No distribution of assets to the district(s) or any other entity may occur prior to satisfaction of charter school creditors.); and 	
• Submit monthly updates of accounts payable along with detailed aging schedule. (Note: Expenditures must be strictly limited to only those that are reasonable and necessary for the ongoing day to day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent and insurance and must already be authorized in the budget.)	

H. Financial and Contractual Obligations Required Task(s): Board of Directors must devise a plan to maintain and administer financial, administrative and contractual records and obligations for a minimum of five years including but not limited to the following:	Projected Date of Completion	Person Responsible with contact information
Board of trustees shall be required to file all final federal, state and local employer payroll tax		

returns and issue final W-2's and Form 1099's by the statutory deadlines.		
I. Student Assessment	Projected Date of	Person Responsible
	Completion	with contact
<u>Required Task(s)</u> Obtain and distribute standardized test results to appropriate resident school districts.		information

J. Accountability and Reporting	Projected Date of Completion	Person Responsible with contact
<u>Required Task(s):</u> Submit end-of-year reports by specified deadlines to appropriate office including but not limited to the following:		information
Annual Report;	August 1	
Electronic Violence and Vandalism Report;		
School Report Card data; and		
Submit to board resolutions approving each report.		

K. Legal <u>Required Task(s):</u> Devise procedures for dissolving board and relieving individual board members including but not limited to the following:	Projected Date of Completion	Person Responsible with contact information
 Consult with attorney to devise procedures for dissolving board while maintaining fiscal and legal responsibility; 		
• Final Audit should be submitted prior to dissolution of the board, but not later than	November 5	

	November 5; and	
•	Provide name, address and contact info of person designated as the primary contact person for all future inquires, as well as board approved resolution appointing this person as primary contact.	

This signed dissolution plan must be submitted to NJDOE along with an official approved board resolution. Please provide a tally of the board members present at the meeting and how they voted on the resolution.

Signed Ap	proval:
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Board President

Date

Vice President

Date

Attachment 41 – Policy Patriotic Commemorative Observances

Indiana law provides that any state statute applicable to a governing body or school corporation, a rule or guideline adopted by the state board of education, a rule or guideline adopted by the professional standards board (except for those rules that assist a teacher in gaining or renewing a standard or advanced license) and a local regulation or policy adopted by a school district unless specifically incorporated in the charter do not apply to a charter school, except for certain statutes—one being patriotic commemorative observances. NiSe will observe the following patriotic commemorative observances.

Date Official Name

January 1 New Year's Day

Third Monday in January Birthday of Martin Luther King, Jr.

January 20, every fourth year, following Presidential election Inauguration Day

Third Monday in February Washington's Birthday

Last Monday in May

Memorial Day

Independence Day

July 4 Independence Day
First Monday in September Labor Day

Second Monday in October Columbus Day
November 11 Veterans Day

Fourth Thursday in November Thanksgiving Day

December 25 Christmas Day

Attachment 42 – Policy Personal Financial Responsibility Instruction

NiSe Charter School will abide by guidelines provided directing Personal Financial Responsibility required by Indiana Code 20-30-5-19, as added by Public Law 154-2009 (House Enrolled Act 1581), effective July 1, 2009:

According to IC 20-30-5-19 - Personal financial responsibility instruction NiSe will include in its curriculum, for all students in grades 6 through 12, instruction concerning personal financial responsibility. NiSe will integrate within its curriculum, instruction, or conduct seminars that is designed to foster overall personal financial responsibility.

NiSe will also adopt a curriculum that ensures personal financial responsibility is taught in a manner appropriate for each grade level; and as a separate subject or as units incorporated into appropriate subjects.

Attachment 43 – Policy School Safety Plan

Indiana charter schools are required to follow several Indiana laws, including but not limited to financial audits by the state board of accounts, student health and safety laws, compulsory school attendance laws, and accountability laws. For a complete list of the state laws that apply to charter schools according to Indiana Code 20-24-8-5.

A school site safety committee will be composed of the following members: the principal or designee, one teacher who is a representative of the recognized certificated employee organization; one parent/guardian whose child attends the school; one classified employee who is a representative of the recognized classified employee organization; other members if desired.

The following mandated components of NiSe Safety Plan will be put into place:

- ➤ Child Abuse reporting procedures
- ➤ Policies dealing with school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations
- > Procedures to notify teachers and counselors of dangerous students
- > Sexual Harassment Policy
- > Safe ingress and egress to and from school
- ➤ Rules and procedures on school discipline in order to create a safe and orderly environment conducive to learning
- Dress Code
- ➤ Routine and emergency disaster procedures including natural disasters, human created disasters or power outages.

Attachment 45 – Student and Parent Handbook

Northwest Indiana STEM Charter School

(NiSe)

Parent/Student Handbook

NORTHWEST INDIANA STEM CHARTER SCHOOL

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NORTHWEST INDIANA STEM CHARTER SCHOOL

POLICY STATEMENT

Northwest Indiana STEM Charter School (NiSe) is responsible for establishing and carrying out policies under which their schools operate. To promote desirable student conduct and behavior, the following discipline policy will be enforced. The discipline code recognizes that NISE is responsible for ensuring that the school environment is safe for all students. Furthermore, NISE expects all students enrolled to accept full responsibility for their actions and behavior.

The use of corporal punishment in any form is strictly prohibited by the NiSe Charter School Corporation. No student will be subject to the infliction of corporal punishment by any teacher other student, administrator or other personnel.

NORTHWEST INDIANA STEM CHARTER SCHOOL

DISCIPLINE CODE

Northwest Indiana STEM Charter School expects all students to conduct themselves in a socially responsible manner. Disciplinary measures used to maintain a safe and orderly school environment which promotes NiSe's philosophy of providing a college preparatory education for all students.

The NiSe Discipline Code applies to all the actions of students during school hours, before after school, while on school property, at all NISE sponsored events, and when the actions affect the mission of NiSe. Students may also be subject to discipline for serious acts of misconduct, which occur either off-campus or during non-school hours when the misconduct disrupts the orderly education process at NiSe.

Each discipline case will carry its own merit and will be adjudicated according to the facts accompanying the case. NiSe staff shall consider all mitigating circumstance prior to disciplinary action. Mitigating circumstances shall include, but are not limited to, the following:

- Age, health, maturity, academic placement
- Prior conduct
- Attitude of a student
- Willingness to make restitution
- Seriousness of offense
- Willingness to enroll in a student assistance program

In some cases the school's administrative personnel may deem public service a necessary component of the disciplinary action. Public service may include, but is not limited to: repairing or cleaning property damaged as a result of the offense(s); participating in landscaping,

gardening and/or other projects aimed at beautifying school property or the community; and/or providing services that improve the quality of life for community members.

Each category of offense listed below has a minimum and maximum disciplinary action associated with it. After considering the actual disciplinary action within the minimum/maximum range to which the student shall be subjected.

CATEGORY I

These acts of misconduct include, but are not limited to, the following:

- Running and/or making excessive noise in the hall or school building or premises
- Violating the dress code
- Persistent tardiness to school or class

Students who commit any of these acts are subject to teacher-student conferences as a result of a first offense and may, as a result of repeated violations and depending on the circumstances, be subject to the maximum penalty of a one-day, in-school suspension. As a supplement and/or alternative to suspension, school staff may require students to complete between 1 and 8 hours of public service as commensurate with the seriousness of offense(s).

CATHEGORY 2

These acts of misconduct include, but are not limited to, the following student behaviors that disrupt the educational process at NiSe.

- Excessive truancy (absence without just cause)
- Use of profane, vulgar or obscene words, gestures or other actions which disrupt the school environment.
- Insubordination (refusal to follow orders, directions or stated school rules)
- Participation in acts designed to disrupt classroom or school activities
- Repeated failure to follow state school rules and procedures
- Smoking on school property
- Acts that obstruct or interrupt the instructional process in the classroom
- Repeated refusal to participate in classroom activities or complete academic assignments
- Fighting or threatening any student or staff member
- Carrying of cell phones, pages or other electronic devices
- Leaving the classroom without permission

Students who commit any of these acts are subject to one after school or Saturday in-school detention and teacher-student conference as a result of a first offense and may, as a result of repeated violations and depending on the circumstances, be subject to the maximum penalty of a five-day out-of-school suspension and teacher-parent conference. The degree of the suspension

whether in-school or external, as well as length of suspension, shall be determined by NiSe's staff and/or Board. As a supplement and/or alternative to suspension, school staff many require students to complete between 3 and 12 hours of public service as commensurate with the seriousness of offense(s).

CATEGORY 3

These acts misconduct those student behaviors that very seriously disrupt the orderly educational process in the classroom, in the school, and/or on the school grounds. These acts of misconduct include, but are not limited to, the following:

- Assault on a student or any school employee (assault is interpreted as an attempt to do bodily harm to a student or to any staff member)
- Persistent refusal to follow stated school rules and procedures
- Arson
- Destruction of property
- Creating a false fire alarm
- Repeated Category 1 and Category 2 offenses
- Possession of weapons
- Any act that endangers the safety of the other students, teachers or any school employee
- Theft
- Trespassing
- Involvement in gang activity
- Sex violations
- Use, possession, sale, or delivery of alcohol, illegal drugs, narcotics, controlled substances, contraband or look alike contraband/drugs

Students who commit any of these acts are subject to a maximum ten-day, out-of-school suspension and teacher-parent conference and may, depending on the circumstances, be subject to the maximum penalty of expulsion. As a supplement and/or alternative to suspension or expulsion, school staff may require students to complete between 6 and 30 hours of public service as commensurate with the seriousness of offense(s).

SUSPENSION AND EXPULSION

When a student's misconduct results in the need to suspend or expel the student, the following procedures shall be following:

A. **Suspension Not Exceeding Ten School Days**: Students suspended for ten school days or less shall be afforded due process in the following manner:

The student shall be given oral or written notice of the charges against him/her, an explanation of the basis for the accusation, and a chance to present his/her version of the incident.

B. **Suspension In Excess of Ten Days and Expulsion**: Students suspended for more than 10 school days and/or expelled as a result of gross disobedience or misconduct shall be afforded due process in the following manner:

NiSe's Campus will request that the student's parents or guardian appear before the NiSe's Board of Directors, an appointed hearing officer, or a Board representative. Such requests will be made by registered of certified mail and state the time, place, and purpose of the meeting. In addition to advanced written notice of the hearing, the student shall be afforded sufficient time to prepare for the hearing, the right to be represented by counsel, the right to present evidence and witnesses and school personnel. The expulsion hearing need not take the form of a judicial or quasi-judicial hearing. In no event shall a hearing be considered public. Further, at the discretion of the board the hearing may be closed to those individuals deemed advisable, except the student, the student's parents or guardians, the students attorney, at least one school official, and board's attorney at all times. Witnesses shall be admitted to a closed hearing to the extent necessary to testify.

PROCEDURAL GUIDE FOR STUDENTS WITH DISABILITIES

NiSe's staff may suspend students with disabilities and cease educational services for up to ten consecutive or ten cumulative school days in one school year without providing special education procedural safeguards. When school staff anticipates a recommendation to an alternative school, a referral for expulsion, or anticipates that suspensions may exceed ten cumulative school days, the following apply:

- 1. NiSe staff must provide written notice to their parent or guardian that a disciplinary action is being considered and the date of an Individualized Education Program (IEP) meeting, which must be held within ten days of the date of this misconduct.
- 2. The IEP team must:
 - A. Determine whether the misconduct is related to the student's disability by reviewing evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP and placement. The behavior is not a manifestation of a student's disability if:
 - 1. The student was given appropriate special education supplementary aides and intervention strategies, and
 - 2. The disability does not impair the ability to control behavior.

- B. Review and revise, if necessary, the behavior intervention plan or, as necessary, develop a functional behavior assessment and intervention plan to address the misconduct.
- C. Include in the IEP those services and modifications that will enable the student to continue to participate in the general curriculum and address the behavior so that it will not recur.
- D. Determine the appropriateness of an interim educational setting.

If the student's behavior is not a manifestation of the disability, school staff may apply the NiSe Discipline Code, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, the student's placement may be changed to an appropriate interim educational setting for 45 days if the student carried a weapon to school or a school function, knowingly possessed or used illegal drugs, sold or solicited the sale of a controlled substance while at school or at a school function, or is substantially likely to cause injury to himself/herself or others.

Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative education setting.

New federal regulations offer some flexibility in suspending students with disabilities in excess of ten school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of ten days per school year, consultation by NiSe staff is absolutely necessary. Without such consultation and approval from the Board the current procedures limiting suspension from disabled students to ten school days in a school year will continue to apply.

CURRICULUM

The graduation requirements of NISE Charter School are as follows:

- 1. 40 credits are required for graduation.
- 2. Upon graduation a student should have a minimum of
 - a. Two majors in different fields. A major is 6 credits in the same field.
 - b. Two minors in different fields. A minor is 4 credits in the same field.
- 3. Students who have completed eight semesters of high school and are within two credits of graduation will be authorized to participate in commencement ceremonies.

COURSE REQUIREMENTS

English 8 credits

Science 4 credits

Mathematics 4 credits

Social Studies (one in U.S. Gov't and one in U.S. History) 4 credits

Physical Education 1 credit

Health 1 credit

TOTAL REQUIREMENTS 22 credits

Electives 16 credits

TOTAL REQUIRED FOR GRADUATION 38 credits

An Academic Honors diploma can be earned by students who meet certain requirements above those necessary for graduation. Students wishing to earn such a diploma should obtain information from the guidance office.

CLASS CHANGES – Class changes in the fall will be limited to the correction of scheduling errors and academic adjustments. All such changes must be approved and directed by the counselor. Any desired changes must be affected before the 5th full day of school. NO ADDITIONAL CHANGES WILL BE MADE AFTER THIS TIME UNLESS AUTHORIZED BY THE PRINCIPAL.

POSSIBLE FAILURE REPORTS – Grade reports to parents will be made at the close of each six week period. Grades assigned are indicators of the student's progress during the grading period. The semester grade is the grade of record used to compute grade point average and class standing. NiSe uses an accumulative grading scale in which the student's grade is compiled and accumulated throughout the entire semester. Report cards are distributed on the Friday after the end of each six-week grading period.

HONOR ROLL – Honor Rolls are based on the student's G.P.A. The Honor Roll would include students who have a six-week or semester G.P.A. of 3.0 to 3.49. "Distinguished Honors" would include students who have a six-week or semester G.P.A. of 3.5 or higher.

SEMESTER EXAMS – An exam schedule will be given for students to follow. Students who miss a scheduled exam must make up that exam or receive an "F" for the exam or exams missed. Students should not expect to be allowed to take exams earlier than scheduled.

WITHDRAWAL/STUDENT TRANSFER – A transfer/withdrawal student needs to report to the guidance counselor's office to complete the procedure. The student reports to the bookstore for return of his/her rental textbooks and payment of any fees that may be outstanding. Transfer of grades will not be completed until the student has paid for any outstanding fees. The student will then return to the office and the withdrawal/transfer will be completed.

OFFICE INFORMATION

The administrative offices will remain open from 8:00 a.m. to 3:30 p.m. The daily operating procedures are listed below:

HALL PASSES - Students not in their assigned classroom should have a hall pass. Hall passes can be issued by the student's assigned teacher or a school administrator. STUDENTS WHO ARRIVE LATE TO SCHOOL MUST REPORT TO THE OFFICE FOR A PASS.

LOCKERS – Each student will be assigned a locker in the main building. A charge will be assessed to persons damaging lockers. The principal possesses the authority to examine the content and condition of any locker in the building when he has reason to believe that the locker is not being properly maintained or is being used to house items that:

- A. Present an immediate threat to the health, safety, and welfare of the student body or physical plant
- B. Are illegal to possess
- C. Would contribute to the disruption of the normal education program
- D. Have been reported lost or stolen.

Any student having difficulty opening or closing his or her locker should report to the office immediately for assistance.

STUDENT VISITORS – All visitors are to register at the office. Students will not be permitted casual visitors during the school day. For the safety of students, loitering at the school will not be tolerated.

WORK PERMITS – Any student between 14 and 17 years of age who is employed must secure an employment certificate. It is the responsibility of the employer to require working permits. The following are the requirements of the work permit:

- A. The student must have a job
- B. The student must apply at the superintendent's office for an "Intention to Employ Card" (to be filled out by the prospective employer) and a "Certificate of Physical Fitness Card" to be filled out by the family physician.
- C. Cards that have been properly filed in and signed by the prospective employer and the physician should be presented with a birth certificate to the superintendent's office.

HEALTH/ILLNESS/INJURY – A school nurse is available on a scheduled basis. A student who becomes ill during the school day and needs to leave class must report to the nurse's office or main office for assistance. Any medication (prescription and non-prescription) brought to school must be brought to the school nurse or main office. Prior to dispensing medication to a student, the school must have written instructions from a physician and parents.

GENERAL INFORMATION

SCHOOL LUNCH POLICY – NISE Charter School serves a Type A regular lunch and a Type B a-la-carte lunch. Applications for free and reduced priced lunches may be made through the

office. Students must remain in the cafeteria during the lunch period. To conduct business in the office or guidance area during lunch time, a pass must be obtained.

STUDENTS IN BUILDING AFTER SCHOOL – Students are expected to leave the building after school unless they are supervised by a member of the faculty. If a student stays for an extracurricular activity, the student is expected to get his/her books and coat and take them to the activity. A visit to the locker after 3:15 p.m. is not permissible.

TELEPHONE CALLS AND MESSAGES TO STUDENTS – Students are to use the phone only during their lunch period. Messages will be conveyed to students from the office in emergency situations. Students are not allowed to bring nor have possession of cell phones, beepers, etc.

SCHOOL CLOSING/EMERGENCIES – During periods of inclement weather it is sometimes necessary to close school. Students and parents are requested to listen to local radio stations for information. Please do not call the radio station or school officials. All available information will be given as soon as possible and repeated at regular intervals thereafter.

INSURANCE – The NISE Charter School Corporation provides accident coverage for all NISE students. The coverage is for medical bills resulting from accidents only and is limited to school sponsored and supervised functions only, This coverage is excess coverage and payment is made only after payment has been made by your primary carrier.

EXTRA-CURRICULAR

All students are encouraged to support and participate in extra-curricular activities.

CLUBS – Many different clubs are available at NISE. At the beginning of the year each club sponsor will announce when the first club meeting will be and the requirements for each club.

ATHLETIC PROGRAMS = We believe that participation in athletics is important in the development of character, teamwork, self-discipline, healthful living, integrity, respect for others and positive, competitive behavior.

If school is cancelled because of weather, all practices and games are also cancelled.

FIELD TRIP POLICY

Cultural and educational field trips are scheduled during each school year. Trips are planned to enhance the educational process and must be relevant to what the students are studying at the time the field trip is planned.

Permission slips from parents must be signed and returned to the teacher before a student may participate in any field trip. Students must have written parental approval before going on a field trip.

ATTENDANCE

Regular attendance by students is essential. Students at NiSe Charter School are expected to demonstrate punctuality and dependability in meeting assigned responsibilities. The attendance policy for NiSe is listed below:

Students are permitted a maximum of ten (10) absences per semester without losing credit. The only exceptions are hospitalization and/or an extended illness at home. These exceptions must be verified by a medical doctor.

When a student has been absent five (5) times from any class in a semester, the parent/guardian will be notified. This notification will advise the parent/guardian of a review of the attendance policy. Teachers will notify the attendance office when a student has missed class for the fifth time.

After eight (8) absences from any class, the parent/guardian will again be notified and a parent conference will be conducted. This conference is mandatory and will be held with the attendance officer.

Upon the eleventh (11) absences in any class, the parent/guardian will be notified in writing that the student will lose all credit in that class for the semester. If the parent/guardian wishes to appeal the attendance ruling written request must be filed within ten (10) calendar days with the attendance officer.

If loss of credit occurs, the students will:

- 1. Remain in the classroom and receive a (W) for withdrawn but do the work as required and not become a disciple problem. This means that the course will not count against the grade point average.
- 2. Receive a withdrawal failure (WF) if the requirements listed in Option 1 are not followed. This means the course will be listed failing and will be made a part of the permanent record, which will adversely affect the grade point average.

Failure of the student to comply with the action of the school could result in suspension and/or expulsion from nth school due to insubordination.

The appeal process if requested by the parent/guardian will be arranged after ten (10) absences in any class. The appeal board will consist of the principal, the guidance counselor and a faculty member. The faculty member shall be appointed by the principal with the appointee's approval.

There are three types of absences: 1) excused 2) unexcused with authorized make-up, and 3) unexcused with no make-up. Each one is explained below:

EXCUSED ABSENCES – Personal illness, death in the family, personal emergencies, and service as excused absences.

Although these types of absences are excused, it is the student's responsibility to complete missed classroom assignment(s) as directed by the classroom teacher.

UNEXCUSED WITH AUTHORIZED MAKE-UP – These may include absence involving certain emergencies or extenuating circumstance as interpreted by the principal. When it is necessary to be absent from school for pre-planned trips, students should bring a note signed by their parent or guardian to the school principal at least one week prior to leaving. This note must state clearly what the request is and why it is necessary.

UNEXCUSED WITH NOT MAKE-UP – All absences other than those listed above will be considered unexcused in which no make-up of classroom assignment(s) for credit is allowed. A test given during the student's unexcused absence will receive an automatic grade of "F". If the unexcused absence is considered to be truancy (an absence without the parent approval and the schools knowledge) additional corrective action may be taken.

When a student misses school the following procedures should be followed: Parents are asked to call the school by 9:00 a.m. each day the student is absent. A note written and signed by a parent or guardian must be brought to the attendance office upon return to school after an absence.

TARDY POLICY

It is imperative that students are punctual. Tardiness is disruptive to the educational process, and is inconsiderate to both teachers and students. A student is considered tardy when he/she arrives to class after the bell has rung. The following policy is for all students of NiSe.

3 Tardy Arrivals Within One Calendar Month:

- Warning letter sent home to patent/guardian
- Student sent to School Disciplinarian

4 Tardy Arrivals Within One Calendar Month:

- Parent Conference with Team Leader and/or School disciplinarian
 - <u>5 Tardy Arrivals Within One Calendar Month:</u>
- Suspension

Continuous infractions of this policy may result in expulsion

TRUANCY

Truancy is an absence without parent/guardian approval and school knowledge. The compulsory attendance laws of the State of Indiana requires each child who is more than seven years of age and not more than seventeen years of age to be in school each day that school is in session. A child who habitually absents himself/herself from school in violation of compulsory laws may be tried by the judge of any juvenile circuit or superior court. If the judge finds that the child is a confirmed truant, he may (a) commit the child to their Indiana Boy's School or the Indiana Girl's School, as appropriate (b) commit the child to another custodial institution in this state, or (c) place the child in the care of a probation officer. In truancy situations, the student6 has no privilege to make up any classroom assignments; a test given during the truancy absence will

receive an automatic "F. Also, the school will impose further disciplinary measures in truancy cases.

GRADUATION POLICY

Students of NISE must meet the following minimum requirements to receive an eighth grade diploma:

- 1. Students must meet the academic requirements of NiSe of Grade C. This includes passing grades in the core subjects of Mathematics, Language Arts, Science, Social Studies, and Engineering, and Social Studies. End-of-year grades in each subject are determined by averaging each of the semester grades.
- 2. Students must achieve 8.0 grade level achievement standar4ds in Reading and Mathematics as determined by Indiana standardized tests.
- 3. Students may not receive more than one failing grade in any Specials classes (Arts, Computer, Music, Physical Education, Foreign Language) for Grade 8.
- 4. Students must pass an examination on the Indiana Constitution.

Should a student does not meet the above requirements:

- He/she must attend summer school to make up any deficiencies. These students will not be permitted to participate in graduation exercisers.
- If a student has consistently failed most subjects in Semesters 1, 2, 3, it is likely that the student will not be able to pass Grade 8. Summer School attendance is not sufficient time to teach all of the material that the student has missed over the course of an academic year, and that student will most likely be retained in Grade 8 for the following school year.
- Students reaching age fifteen (15) by the end of the calendar year who do not meet the academic standards will not receive a graduation diploma, but rather a certificate of attendance.

PROMOTION POLICY

The NISE's Promotion Policy is intended to promote preparedness for each child to progress through the grade levels successfully at NISE. The NISE's curriculum is rigorous.

Children who are not prepared to exit a grade level are not permitted to continue to the next grade until they have attained adequate achievement in their present grade level. The promotion policy is designed to cease social promotion and promoter quality learning for each child.

Students who receive a final grade of "F" in Reading and/or Math will not be promoted to the following grade. Students will receive one of two classifications:

- Must attend and pass summer school to be promoted to their next grade level. Summer school absences of more than one day will result in automatic retention. There may be a charge for tuition costs for summer school attendance.
- Must be retained in present grade for the following year. Summer school is not required, but strongly recommended.

Student classification is the final decision of the School Director.

HOMEWORK POLICY

Homework is an integral part of the educational process. The core curriculum used requires student preparation outside of school, and is enhanced by parent involvement with homework completion. Students who do not hand in homework will lose recess for the day.

Homework assignments are computed into each student's grade, therefore, missing homework assignments must be turned in. Students are also responsible for homework assignments missed during an absence from school.

- Parents may be required to work with their child on special projects and provide materials that can be found in the home.
- Parents and student reading, particularly in their primary grades, is strongly recommended.
- Parents should discuss and check homework assignment on a daily basis.
- Parents should review the homework folder sent home with students every
 Thursday in order to be informed about current units of study, child's progress, area in need of improvement, etc.

Students missing three (3) homework assignments will be assigned a detention. Continual failure to complete homework assignments will result in appropriate disciplinary procedures as determined by the Principal.

UNIFORM DRESS CODE

The Staff and students take pride in their appearance. We believe that good dress and work habits reflect a proper school attitude. Students are required to be in proper dress code during school hours, and for field trips, unless otherwise notified.

GIRLS: Navy and Khaki

- Clean, white collared shirt/blouse (short or long-sleeved). Shirts must be properly buttoned and tucked into pants or skirt.
- Clean khaki (beige) dress slacks with a belt or NISE uniform jumper or skirt.
- NISE navy cardigan sweater or vest.
- Dark dress shoes.
- Solid color tights or socks

BOYS: Navy and Khaki

- Clean, white collared shirt (short or long-sleeved). Shirts must be properly buttoned and tucked inside the pants.
- Clean khaki (beige) dress slacks worn with a belt.
- NISE navy sweater or vest,
- Dark dress shoes with soft soles.
- Solid color socks
- Solid color tie

• Navy turtleneck accepted in winter – with shirt and tie over it.

GYM UNIFORM: BOYS AND GIRLS:

- Navy sweats or shorts with a white t-shirt (NISE) logo shirt or plain only, sweat pant legs must be worn at ankle length)
- Gym shoes Permitted only on gym days
- White gym socks

Students may <u>not</u> wear the following in school:

No sunglasses	No rollers/curlers	No sagging pants
No sandals	No hanging belts	No tattoos
No tank tops	No jackets	No hair glitter/body glitter
No sleeveless shirts	No key cords	No combs or picks
No jeans	No hanging suspenders	No shorts (non uniform)

- No hats or other head coverings, including sweatbands and handkerchiefs are permitted.
- Boys may not wear any earrings and girls may only wear earrings in ears.
- No visible body piercing, including band-aids covering piercing are permitted,
- No designs of any kind are permitted to be in the hair or eyebrows,
- Any clothing or jewelry that is distractive to the learning process is not permitted.

A student who fails to meet the dress code guidelines may be sent home to retrieve their appropriate uniform.

Final determination of appropriateness of students dress will be made by the School Principal.

Uniforms are available for purchase by contacting Ms. Alisha Jones @219-0000.

NORTHWEST INDIANA STEM CHARTER SCHOOL

SCHOOL CALENDAR 2011 – 2012

August	 Teacher In-Service
August	 Parent/Student Welcome
August	 First day of school
September	 Labor Day (No School)
October	 1 st Semester Ends
November	 Thanksgiving Holiday (No School)
December	 Christmas Holiday (No School)
January	 Martin L. King Holiday (No School)
January	 2 nd Semester Ends
February	 Science & Engineering Project Fair
March	 3 rd Semester Ends
April	 Spring Break
May	
June	 4 th Semester Ends
June	 School Ends

Attachment 46 – Transportation Plan and Policy

No general student bus transportation will be provided.

Criteria for the contracting of school transportation will be:

- 1) Safety: The scheduling and operating of the program should take into consideration hazards, potential dangers to students and include appropriate safeguards.
- 2) Adequacy: The program will provide necessary and sufficient transportation to and from school and for all other school programs.
- 3) Economy: The program will be operated in the most efficient manner possible after considering the constraints imposed by the criteria of adequacy and safety.

A student who has a physical disability, documented by medical evidence, and verified by the Supervisor of Health Services for the Gary Community School Corporation, may be considered for free transportation.

The Dean of Students will evaluate proposals or requests related to hazardous conditions or physical disability and make recommendations to the Principal/CEO.

Limited bus service will be provided by NiSe Academy. Bus and vans will be used for field trips and sports only. All drivers' records will be cleared and approved by CEO and/or assistant principals for all trips. NiSe will make sure activities w that the program for transporting school children to school or extracurricular activities requires the most diligent performance of all personnel involved. The primary and principal goal is staff and student safety. For student safety, NiSe transportation program and process will be more than adequate to meet the needs in both school and extracurricular programs and also be operated in an efficient and economical manner. Students will not be transported to and from schools without parent and lead teacher permission except in "documented" emergency situations. Students on a bus are under the direct supervision and control of the bus operator and are subjected to verbal and written disciplinary measures by the bus operator in compliance with NiSe transportation regulations. All children within a 10 mile radius of the school shall be provided transportation on the contracted school buses only. Students living outside of this radius must be approved by the CEO with proper pick-up and drop off information. This must also be approved by the board. Students wishing to ride the bus other than their assigned bus are to receive permission from the designated principal and CEO. Bus operators are to advise the principal of changes. If it is determined that hazardous conditions exist by the CEO and two principals, transportation will be canceled. All students who have a documented physical disability will be included. The CEO can authorize transportation for students on an individual basis when unusual or emergency circumstance is realized, such as relocation due to personal problems, fire or any other catastrophic situation. CEO may also authorize transportation for students who are enrolled in extracurricular activities outside of school. CEO and two assistant principals will evaluate transportation plan monthly. The safety and welfare of student transportation will be the first consideration in all matters pertaining to the transportation of students. Additionally, all transportation contracts will be reviewed by CEO and Maintenance personnel to provide safe and efficient, professional service with a minimum of delays and disruption of service to any service which includes mechanical or equipment failure.

Attachment 47 - Food Services Plan and Policy

NiSe will use the Indiana Office of School and Community Nutrition Sponsored program where breakfast, lunch or supper and snacks are priced at USDA Income Eligibility Guidelines for children considered as "needy" if determined household size, income is at or below guidelines.

NiSe will offer both a breakfast and lunch program at a cost of \$3.75 for both. If desired separately, the cost of breakfast will be \$1.25 and lunch \$2.50. The breakfast program is served from 7:30am - 8:00am students will eat in the designated area until they are dismissed to their homeroom at 8:00. Lunch is served at three separate times with students assigned to specific time frames. A light snake will be provided during the study hall/tutoring session.

PROMOTION POLICY

The NISE's Promotion Policy is intended to promote preparedness for each child to progress through the grade levels successfully at NISE. The NISE's curriculum is rigorous.

Children who are not prepared to exit a grade level are not permitted to continue to the next grade until they have attained adequate achievement in their present grade level. The promotion policy is designed to cease social promotion and promoter quality learning for each child.

Students who receive a final grade of "F" in Reading and/or Math will not be promoted to the following grade. Students will receive one of two classifications:

- > Must attend and pass summer school to be promoted to their next grade level. Summer school absences of more than one day will result in automatic retention. There may be a charge for tuition costs for summer school attendance.
- ➤ Must be retained in present grade for the following year. Summer school is not required, but strongly recommended.

Attachment 49 – Detail School Start-up Plan

A sample pre-opening checklist.

- 1) Write proposal for start-up grant
- 2) Leasing contract finalized
- 3) Limited building renovation
- 4) Hiring administration, faculty and staff
 - a. Marketing timelines meet
 - i. Announcement of student lottery
 - ii. Sending out acceptance letters
 - iii. Compiling waitlist and letters
- 5) Contract with vendors (e.g. books, food, safety, etc.)

AGREEMENT BETWEEN THE TRON/AGEK EDUCATIONAL FOUNDATION, INC. AND THE AMERICAN QUALITY SCHOOLS CORPORATION

THIS AGREEMENT (the "Agreement") is executed as of the as of MONTH __, 2011, by and between The American Quality Schools Corporation, an Illinois not-for-profit corporation ('AQS"), and the TRON/AGEK Educational Foundation (TRON/AGEK), an Indiana not-for-profit corporation, exempt from tax under I.R.C. 501 (c) (3). This Agreement shall be effective as of the date of signatures.

1. <u>TERM</u>. The term of this Agreement ("Term") shall commence on MONTH 1, 2011 and end on June 30, 2018, unless terminated earlier in accordance with the terms and conditions set forth herein. The Term shall include five (5) school years, each commencing on or about August 15 and ending on or about the following June 30. However, notwithstanding the foregoing, in no event shall the Term extend beyond the term of the Charter granted to TRON/AGEK as it may be extended from time to time.

2. TRON/AGEK CHARTER SCHOOL.

- Authorization. TRON/AGEK anticipates being granted a charter by (a) Ball State University (the "Charter" which term shall include the Charter and all Schedules thereto.) to organize and operate a charter school in Lake County, Indiana, pursuant to the Indiana Charter Schools Law, IC 20-5.5 (the "Charter Schools Law"). TRON/AGEK hereby agrees to consult with AQS before it agrees to any Charter amendment, which materially affects AQS. TRON/AGEK is governed by a Board of Directors (the "Board") which is responsible for overseeing the operations of TRON/AGEK and the Charter School. AQS shall provide the services contemplated by this Agreement to TRON/AGEK subject to TRON/AGEK's direction, oversight, and policies, and the requirements of the Charter, and the Charter Schools Law, to the extent applicable to such services. Nothing in this Agreement shall be construed to interfere with TRON/AGEK's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. Furthermore, TRON/AGEK is deemed hereunder to retain the right to exercise its judgment in accepting or rejecting AQS' recommendations for policy, strategic planning, budgeting, and the educational program.
- (b) <u>Charter.</u> AQS hereby expressly acknowledges that this Agreement is subject to the terms of the Charter and the Charter Schools Law. The Charter is hereby incorporated by reference and AQS agrees to comply with its terms and with all federal and state laws applicable to Charter Schools. Notwithstanding anything to the contrary contained herein, to the extent any provision of this Agreement is in conflict with the Charter, or with applicable law, the Charter, or applicable law shall supercede this Agreement, as the case may be.

- (c) <u>Contractual Relationship</u>. TRON/AGEK anticipates being authorized under the Charter and by law, to organize and operate a public charter school, and is vested with all powers necessary or desirable for carrying out its program, including but not limited to the power to contract for the services, equipment, and educational programs to be supplied by AQS. Acting under and in the exercise of such authority, TRON/AGEK hereby contracts with AQS, to the extent permitted by law, for the provision of educational services and the management and operation of the School, subject to the terms and conditions set forth in this Agreement and the Charter, and further subject to the overall oversight, monitoring, and supervision of TRON/AGEK.
- (d) <u>Authority</u>. AQS, in performing its duties and obligations under this Agreement, shall have power and authority, consistent with federal and state law and subject to the other terms and conditions of the Agreement and the overall oversight, monitoring and supervision of TRON/AGEK, to take such actions as may be necessary or desirable to properly and efficiently operate the School on behalf of TRON/AGEK.
- (e) <u>Cost of Operating the School</u>. AQS shall have no direct responsibility for the expenses of operating the School. TRON/AGEK hereby agrees that it shall be responsible for all such expenses. However, to the extent agreed hereunder, AQS shall pay School expenses, on behalf of TRON/AGEK, out of Operating Funds as provided in Section 9 of this Agreement.
- (f) <u>School Name</u>. TRON/AGEK shall have the sole authority to name the School. The School shall be known as the Northwest Indiana Science and Engineering Jr/Sr Charter High School.
- (g) <u>Initial Year and Purpose</u>. The School will open for the 2013-2014 academic year in August, 2013. The purpose of the School is to provide parents and children in TRON/AGEK, Indiana with a high quality academic option within the public schools. The goal of the School is to create a school based on a rigorous curriculum that will allow children to succeed in high school and post-secondary education. The School seeks to have a high school college preparatory program in science and engineering which combines academic achievement with leadership skills and opportunities. AQS agrees to operate the School in a manner which is consistent with the purpose and goals set forth in this Section and the Mission and Belief Statement and the Educational Goals set forth in Schedule One of the Charter.
- (h) <u>Admissions</u>. Admission to the School shall be open to all Indiana residents in accordance with the Charter Schools Law. The marketing emphasis of the School will focus on Lake County, Indiana and will be directed to a diverse population in the City of Gary and Merrillville, IN. AQS and TRON/AGEK agree that the School will engage in no policies which discriminate against students on account of race, gender, religion, national origin, ancestry or color.

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(i) <u>Recruitment and Marketing</u>. AQS will conduct the recruitment campaign in accordance with Section 3.8 of the Charter and Section D-2 of Schedule One of the Charter. The marketing process will begin no later than one month after formal notification that the Charter has been signed by Ball State University and TRON/AGEK. The campaign will be conducted in consultation with TRON/AGEK Board.

3. TRON/AGEK's RESPONSIBILITIES.

- (a) <u>School Facilities</u>. AQS shall provide the services contemplated by this Agreement at property (the "School Facilities") to be leased by TRON/AGEK (the "Lessor") under the terms and provisions of the Lease, attached hereto as Exhibit A. TRON/AGEK shall use to its best efforts to ensure that the School Facilities are suitable and appropriate for use as a school by the student population to be served at the site, and that such facilities are in compliance with all federal, state and local fire, safety, and building codes and requirements applicable to the School Facilities, including, to the extent applicable to the School Facilities, the abatement of environmental hazards and the requirements of the Americans with Disabilities Act. TRON/AGEK shall use its best efforts to see that the School Facilities are kept in good condition and repair for their intended use. TRON/AGEK shall also use its best efforts to ensure that the Lessor complies with its obligations under the lease.
- (b) <u>Furniture and Fixtures</u>. Although TRON/AGEK shall retain legal possession of and access to the School Facilities at all times, AQS may enter the School Facilities to meet its obligations hereunder and may use the desks and other furniture, furnishings and other personal property included with and located at the School Facilities to educate students at the School.
- (c) <u>AQS Office at the School Facilities</u>. AQS shall be provided with an office at the School Facilities.

4. AQS RESPONSIBILITIES.

(a) <u>School Operations.</u> AQS shall provide the School and its students in grades 7 & 8 initially, expanding to grade 9 in the Fall of 2014, to grade 10 in the Fall of 2015 to grade 11 in the Fall of 2016, and finally to grade 12 in the Fall of 2015 with a complete educational program based on school management principles previously presented in writing to TRON/AGEK and included in Schedule One of the Charter, subject to the overall policy setting, strategic planning, budgeting, supervision, monitoring, and oversight of TRON/AGEK, and shall meet all requirements of the Charter Schools Law. AQS will provide the management and administrative services necessary to implement and operate its educational program at the School Facilities all as described in Schedule One of the Charter. AQS shall enroll students and provide programs only for the student age and grade ranges stated in Section D-1 of Schedule One of the Charter.

- (b) <u>School Calendar</u>. The normal school year for the School will consist of approximately 190 instructional days, from mid August through mid June. The number of instructional days at the School will meet or exceed Indiana requirements. The normal school day shall he approximately seven, and one-half (7½) hours per day, Monday through Friday, except for Wednesday when dismissal shall be at 2 p.m. to allow for professional development of Faculty. AQS shall implement and comply with the school calendar and school day schedule guidelines set forth in Section D-1- D-5 of Schedule One.
- (c) <u>Curriculum Materials</u>. AQS shall employ the curriculum outlined in Section C-1 of Schedule One of the Charter subject to the oversight, monitoring, and supervision of TRON/AGEK. AQS shall be responsible for the provision of curriculum materials to be used at the School, including without limitation acquisition of curriculum materials from third parties to the extent necessary or appropriate.
- (d) <u>Pupil Performance Evaluation</u>. AQS shall be responsible for and accountable to TRON/AGEK for the performance of students who attend the School. Said performance shall be measured in accordance with the principles set forth in Section C-5 of Schedule One of the Charter and the Charter Schools Law, and such other assessment strategies as may be agreed to in writing by AQS and TRON/AGEK.
- (e) <u>Reports to TRON/AGEK.</u> Information on the performance of the School and its students shall be provided to TRON/AGEK in an annual year end report and such other reports as may be required by the Charter and the Charter Schools Law. In addition, AQS shall provide all information regarding the operation of the School and the students at such time and in such manner as TRON/AGEK shall reasonably request, including without limitation information relating to AQS' educational performance and the efficiency of the operation of the School during the school year.
- (f) <u>Transportation and Food Service</u>. The School will not provide any formal transportation for students unless requested by the board. AQS shall be responsible for providing, on behalf of TRON/AGEK, food service for the School in accordance with applicable law. All expenses in connection with food service or transportation shall be paid out of Operating Funds. If AQS and TRON/AGEK jointly agree that such food services are most efficiently provided by a subcontractor, TRON/AGEK shall subcontract directly with a municipality or a public or private subcontractor recommended by and with the consent of AQS for the provision of such food or transportation services.
- (g) TRON/AGEK Charter School Board Meetings. The TRON/AGEK Charter School Board shall provide to AQS not less than five (5) business days prior written notice of all meetings of its Board of Directors (including, without limitation, telephonic and similar meetings). AQS shall send one representative and the Director of the School to each such meeting. Such AQS representatives shall he entitled to participate in all discussions at such meetings. However, such AQS representatives shall not be School Board members and accordingly shall not have any voting rights.

(h) <u>School Facilities</u>. AQS agrees that it will be responsible for the cleaning and routine maintenance of the School Facilities with funds for this purpose coming from Operating Funds.

5. SPECIAL NEEDS.

- (a) <u>Special Education</u>. AQS shall provide special education services to students who attend the School in a manner that complies with federal, state, and local laws, and applicable regulations. AQS may subcontract all or any portion of such services to a public or private subcontractor.
- (b) Other Special Student Services. TRON/AGEK and AQS shall work together to ensure compliance with the requirements of Individuals with Disabilities Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. Services necessary to comply with such requirements shall be provided in a manner that complies with state and federal laws and applicable rules, regulations and policies. AQS may subcontract such services to a public or private subcontractor.

6. PROPERTY OWNERSHIP.

- (a) <u>TRON/AGEK Property</u>. All property purchased for use at the School with TRON/AGEK or grant funds, including Operating Funds shall remain the property of TRON/AGEK, or be disposed of in accordance with the terms of the applicable grant, or the provisions of TRON/AGEK's By-laws.
- (b) <u>AQS Property</u>. All property which has been purchased by AQS with its own funds, will remain the property of AQS.
- (c) <u>Teacher and Other Staff Property</u>. All property owned personally and/or individually by the teachers, administrative and support staff shall remain the property of such individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, and personal mementos and other materials or apparatus that have been personally financed or personally developed by teachers or staff.

7. FACILITIES.

- (a) <u>Facilities Use</u>. TRON/AGEK shall retain full possession of the School Facilities and shall have access to the School Facilities at any time for inspection or for any other reasonable purpose. TRON/AGEK shall use reasonable efforts not to allow such inspection to interfere with AQS' duties under the Agreement.
- (b) <u>Non-School Hours</u>. During after-school, evening and weekend hours, AQS may request that TRON/AGEK make the School Facilities available for purposes other than the regular school instructional program in a manner consistent with TRON/AGEK policies, and TRON/AGEK will not unreasonably deny any such request.

8. POLICIES; RECORDS; WAIVERS.

- (a) <u>Discipline Program</u>. AQS shall maintain a safe and disciplined learning environment for students and teachers and shall implement and utilize the discipline program set forth in Section C- 6 of Schedule One of the Charter. AQS shall comply with all applicable federal and state laws concerning welfare, safety and health of students.
- (b) Student Records. Except to the extent expressly waived by the State authorities, AQS shall comply with the Charter Schools Law, the Charter, and all applicable federal and state laws, concerning the maintenance and disclosure of student records. TRON/AGEK hereby designates employees of AQS as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. 1232g the Family Educational Rights and Privacy Act. AQS, its officers, and employees shall comply with the Family Educational Rights and Privacy Act at all times. AQS acknowledges that such records are property of TRON/AGEK, that AQS has no rights in such records whatsoever, that it shall maintain such records on behalf of TRON/AGEK and may use such records only in connection with its duties under this Agreement, and that it will follow TRON/AGEK's instructions in connection with such records.
- (c) <u>Charter School Records</u>. The financial, educational, and other records of AQS related to the School, whether or not generated or maintained by AQS, are the property of TRON/AGEK. TRON/AGEK agrees that AQS shall be entitled to keep a copy of all such records. AQS acknowledges that such records are subject to copying and inspection to the same extent that records of a public school are, under the Indiana Access to Public Records Law (IC 5-14-3). AQS agrees that all School records shall be made available, upon reasonable request, at the School Facilities and except as permitted by the Charter or applicable law, AQS will not restrict access of TRON/AGEK, Ball State University, or the public to such records. AQS further agrees that all financial and other records of AQS related to the School will be made reasonably available to TRON/AGEK's independent auditors and to the Indiana State Board of Accounts for the completion of audits required by law or by the Charter. Such records will be produced at the School Facilities.

9. FINANCIAL MATTERS.

(a) <u>State Funding</u>. TRON/AGEK shall comply with the requirements of the Charter and the Charter Schools Law for the purpose of receiving or maintaining its eligibility to receive from the relevant state and local Indiana authorities, the per pupil allowance for each student enrolled and in attendance at the School (the "State Revenues"). TRON/AGEK shall also comply, with the requirements to receive funds from other external sources, including but not limited to those listed in subsection (c) below. AQS shall provide such assistance to TRON/AGEK in the preparation or review of applications and reports as TRON/AGEK may request. TRON/AGEK shall permit AQS to review any such applications and reports prior to their submission.

- (b) AQS Fees. TRON/AGEK or AQS on behalf of TRON/AGEK shall promptly apply for State Revenues and local tax revenues and shall remit to AQS seven percent (7%) of such State and Local Revenues, in payment for the services that AQS agrees to render hereunder. Said fees shall be remitted five (5) days after receipt of any State Revenues by TRON/AGEK. The seven percent (7%) calculation of the preceding sentence shall not take into consideration revenues such as Title I, special education, gifted and talented, or other funding that, by terms of state or federal legislation or regulation, may only be used for direct services to students who qualify for (or whose status enables the school to qualify for) receipt of such funds, but will include funds provided via the Indiana Common Schools Loan Program for Charter Schools.
- (c) Operating Funds. All State Revenues, less the AQS fees provided for above and less the sum of: (i) three percent (3%) of the State Revenues which are payable to BSU pursuant to the Charter; and (ii) amounts budgeted by TRON/AGEK for its reasonable administrative expenses shall be "Operating Funds" and shall be used for the operation of the School. The calculation in clause (i) of the preceding sentence shall not take into consideration revenues such as Title I, special education, gifted and talented, or other funding that, by terms of state or federal legislation or regulation, may only be used for direct services to students who qualify for (or whose status enables the school to qualify for) receipt of such funds. Any funds retained by TRON/AGEK for its expenses, which are on hand at the end of TRON/AGEK's fiscal year, and which are not reasonably expected to be necessary for TRON/AGEK's expenses shall be paid into the School Operating Account described in Section 9 (e) below.
- (d) <u>Compliance with External Source Funding</u>. TRON/AGEK and AQS shall comply with all terms and conditions of any external source funding (e.g., federal and state funds designated for particular purposes such as Title I and special education) that are received pursuant to this Agreement. Such payments shall be expended by AQS solely on behalf of the designated students when so required by the funding source. Upon reasonable advance request, AQS shall provide evidence to TRON/AGEK that the School is in compliance with such requirements, and shall provide all reports, data, and information reasonably necessary for TRON/AGEK to meet any reporting requirements for such funding.
- (e) Payment Schedule and School Operating Account. All State Revenues and other external sources of revenue attributable to the School which are not: (i) payable to AQS as fees hereunder; (ii) payable to BSU pursuant to the Charter; or (iii) retained by TRON/AGEK pursuant to Section 9(c) (ii), shall be paid by TRON/AGEK into TRON/AGEK's "School Operating Account" within five (5) business days after its receipt of such funds. The Operating Account shall be opened at a Bank to be agreed upon by TRON/AGEK and AQS. The account shall be in the name of TRON/AGEK. TRON/AGEK shall direct the Bank to send a copy of all statements for such account to AQS. TRON/AGEK shall designate two officers of AQS, which officers shall be agreed

upon by TRON/AGEK and AQS, to each have separate signature authority over the School Operating Account. The funds in the School Operating Account shall be expended for the operating expenses of the School, as provided herein and as provided for in the budget for the School. AQS shall pay all costs associated with operating the School from the School Operating Account over which designated officers of AQS shall have signature authority.

- (f) <u>Budgets</u>. For the 2013-2014 school years, AQS agrees to use its best efforts to comply with the budget and financial plan set forth in Section F-2 of Schedule One of the Charter. The annual budget for each subsequent year shall be submitted for approval by the 30th of June. If TRON/AGEK fails to give its approval, the parties will attempt to agree on a budget through negotiations. AQS expenditures in connection with the operation of the School shall not in the aggregate deviate materially from the submitted budget without notice to TRON/AGEK. If either party believes that the actual Operating Funds reasonably projected to be remitted to AQS during the fiscal year with respect to the School will fall below 95% of the fees projected in the budget, such party shall notify the other party in writing. AQS shall then promptly notify TRON/AGEK disagrees with the proposed amendments to adjust for such revenue shortfall. If TRON/AGEK disagrees with the proposed amendments, the parties will attempt to negotiate an agreed amendment.
- (g) Monthly Financial Reports. AQS shall provide monthly reports on the School's finances to TRON/AGEK for review and approval, which shall include detailed statements of all revenues received, from whatever source, with respect to such School and detailed statements of all direct expenditures for services rendered to or on behalf of the School and students who attend such School, whether incurred on-site or off-site. Such reports will also include a comparison of the budget to actual expenditures and an explanation of any material variances. Such monthly management financial reports shall be delivered to TRON/AGEK no later than fifteen (15) business days following the close of each month. In addition, AQS shall prepare and deliver any other financial and other operational reports relating to the School which may be reasonably required pursuant to the Charter and the Charter Schools Law in accordance with the requirements thereof.
- (h) <u>Grant Applications</u>. AQS shall have the right to apply for and receive grant money on its own or together with TRON/AGEK, and to retain any such funds for its use consistent with the terms of such grants; <u>provided</u>, that AQS will keep TRON/AGEK informed in writing of such applications and grants at the level of detail that TRON/AGEK reasonably requests. Any such monies received by AQS shall not reduce the fees due under the Agreement. No solicitation shall indicate that a contribution to AQS is for the benefit of Ball State University. Nothing contained herein shall be construed to prevent AQS from soliciting grants for other schools under its management or for its own purposes. All grants submitted for the benefit of the TRON/AGEK Charter School must be approved prior to their submission by the TRON/AGEK Charter School Board.

- (i) <u>Student Fees</u>. Subject to the Charter, the Charter Schools Law and other applicable law, and subject to the overall direction, oversight and policies of TRON/AGEK, AQS only may charge tuition to students at School for extra services such as summer and before and after-school programs, preschool programs and other similar activities.
- (j) <u>Marketing and Development Costs</u>. Marketing and development costs paid out of Operating Funds shall be limited to costs specific to the School and shall not include costs related solely to other schools operated by AQS. To the extent that the same marketing and development materials are used by AQS for the benefit of the School and for other schools managed by AQS, AQS shall allocate a portion of the costs related to such materials to the School based on an allocation formula jointly agreed to by TRON/AGEK and AQS.
- (k) <u>Fiscal Agency</u>. Notwithstanding the foregoing, TRON/AGEK shall, at all times, be the fiscal agent for the School.

10. PERSONNEL.

- (a) <u>Personnel Responsibilities</u>. AQS shall have the responsibility to determine staffing levels at the School and to select, evaluate, assign, discipline and transfer personnel consistent with Schedule E-2 of Schedule One of the Charter and with federal and state laws, rules, and regulations (unless waived by appropriate authorities). The responsibilities of the staff the School shall be as set forth in Section E-1 of Schedule One of the Charter.
- (b) <u>Selection of Director</u>. AQS will have the authority, consistent with state law to select the director for the School, with the final approval subject to the TRON/AGEK Board. AQS will supervise such director and hold her, him or them accountable for the success of the School. AQS and the director shall have authority to select and supervise the teachers and the non-instructional staff at the School.
- (c) <u>Employment Terms</u>. All personnel working at the School shall be employees of AQS. AQS agrees that all individuals who teach in the School will be required to hold a license to teach in public school in Indiana under IC 20-6.1-3 or be in the process of obtaining such a license under the transition to teaching program and must complete the transition to teaching program no later than three (3) years after beginning to teach at the School. AQS agrees that all non-teaching personnel providing services for which licensure or certification is required shall have the appropriate license or certificate as required under Indiana Law. AQS agrees not to employ a teacher or administrator whose certification or license has been revoked. AQS will maintain copies of all licenses and certificates related to employees at the School on file at the School Facilities.

- (d) Employee Salaries and Benefits, AQS shall pay for the salaries, fringe benefits, employment taxes and other employment related costs and expenses for all employees at the School with Operating Funds deposited in the School Operating Account by TRON/AGEK. AQS will provide teachers and staff with salary, health insurance, retirement benefits, liability insurance, and other benefits as provided in Section E-3 of Schedule One of the Charter. AQS shall provide a report to TRON/AGEK of the salaries and fringe benefits of all employees at the School on a schedule to be agreed to by TRON/AGEK and AQS.
- (e) <u>Training</u>. AQS shall provide training in its methods, curriculum, program, and technology to all teaching personnel at the School prior to the initial opening of the School and thereafter on a regular basis. After the first year of operation, AQS shall provide training to new teaching personnel prior to the commencement of each school year. Such training may be held onsite or offsite, at locations selected by AQS. AQS shall also provide ongoing professional development programs throughout the school year.

(f) Personnel Policies.

- (i) AQS shall comply with applicable federal and state laws, concerning employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.
- (ii) AQS shall comply with all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School personnel.
- (iii) AQS shall not illegally discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.
- (g) <u>Collective Bargaining Agreements</u>. The employees of the School may organize and collectively bargain under IC 20-7.5. AQS agrees to comply with all provisions of IC 20-7.5 affecting School employees. Collective bargaining agreements must be approved both by AQS and TRON/AGEK and any such agreement shall prohibit strikes. If AQS and TRON/AGEK are unable to agree on any provision of a proposed collective bargaining agreement they shall submit the issue to arbitration under Section 17 (a).
- (h) <u>Criminal History Checks</u>. AQS agrees that it will comply with applicable Indiana law and the provisions of the Charter concerning criminal history checks for staff and teachers it employs at the School.

11. PROPRIETARY INFORMATION. Curriculum and other educational materials, including but not necessarily limited to, all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, teaching techniques or methods that were developed or copyrighted by AQS prior to September 1, 2010 and all improvements thereto, or that were developed by AQS after such date with funds that are not Designated Curriculum Funds (as defined below) shall be the property of AQS ("AQS Intellectual Property"). Curriculum or educational materials that (i) are both directly developed and paid for by TRON/AGEK; or (ii) were developed by AQS at the direction of TRON/AGEK with Operating Funds specifically dedicated to the development of curriculum or materials ('Dedicated Curriculum Funds'') shall be the property of TRON/AGEK. AQS shall and hereby does grant TRON/AGEK a non-exclusive, perpetual, royalty free license to use the AQS Intellectual Property during the term of this Agreement. Such license does not include the right to use, assign or sublicense such Intellectual Property. Nothing in this paragraph shall be construed to prevent a teacher from using lesson plans or other instructional material s/he has developed for his or her own use, in or outside of the School, regardless of the expiration or termination of the Agreement. Notwithstanding the foregoing, nothing set forth herein shall prohibit TRON/AGEK from making available to the public free-of-charge, consistent with the purposes and provisions of the Indiana Charter Schools Law and other applicable law, any Intellectual Property.

12. REPRESENTATIONS OF TRON/AGEK.

- (a) <u>Due Organization and Information</u>. TRON/AGEK represents and warrants that it is an Indiana not-for-profit corporation duly organized and existing under the laws of the State of Indiana. TRON/AGEK warrants that the information it has furnished to AQS concerning the School finances, revenues, and student enrollment is, to its knowledge and belief are accurate and the latest information available at the time of the execution of the Agreement.
- (b) <u>Valid and Binding Obligation</u>. TRON/AGEK represents and warrants that the Agreement constitutes a legal, valid, and binding obligation of TRON/AGEK enforceable in accordance with its terms.

13. REPRESENTATIONS OF AQS.

- (a) <u>Due Organization and Information</u>. AQS represents and warrants that it is an Illinois not-for-profit corporation duly organized and existing under the laws of the State of Illinois. AQS represents that it has the authority under state law to execute, deliver and perform the Agreement, to incur its obligations provided for, and to contract with TRON/AGEK to provide the services set forth in the Agreement.
- (b) <u>Valid and Binding Obligation</u>. AQS represents and warrants that the Agreement constitutes a legal, valid and binding obligation of AQS enforceable in accordance with its terms.

(c) <u>Potential Conflicts</u>. AQS represents and warrants that no member of the board of TRON/AGEK or the School, or employee of TRON/AGEK or the School, or their respective spouses or immediate family members have any ownership, employment, contractual, or management interest in AQS.

14. LEGAL MATTERS AND INDEMNIFICATION.

(a) <u>Legal Representation, Costs, and Cooperation</u>. Except as expressly provided herein or in connection with insurance coverage required to be provided in the Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, TRON/AGEK and AQS shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them. Notwithstanding any other provision of the Agreement, neither party shall settle or compromise any claim against the other without the express written permission of that party.

(b) Indemnification.

- (i) AQS shall indemnify and save and hold TRON/AGEK, its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments, or other form of liability to third parties, actual or claimed, including reasonable attorneys' fees, occurring or allegedly occurring in connection with the operation of the School resulting from breach by AQS of its obligations under this Agreement or acts or omissions of AQS or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from TRON/AGEK, AQS shall defend the foregoing indemnities in any such action or proceeding brought thereon.
- (ii) TRON/AGEK shall indemnify and save and hold AQS, its partners, employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorneys fees, occurring or allegedly occurring, in connection with the operation of the School resulting from breach by TRON/AGEK of its obligations under this Agreement or acts or omissions of TRON/AGEK or by its employees, officers, directors, subcontractors, or agents. Upon timely written notice from AQS, TRON/AGEK shall defend the foregoing indemnities in any such action or proceeding brought thereon.
- (iii) AQS shall indemnify and hold Ball State University, its Board of Trustees, officers, employees, agents and representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind

whatsoever and not caused by the sole negligence of Ball State University, which arise out of or are in any manner connected with acts or omissions of AQS in connection with the School's operations or which are incurred as a result of the reliance by Ball State University and its Board of Trustees, officers, employees, agents or representatives upon information supplied directly or indirectly by AQS.

- (iv) Each party shall give prompt written notice to the party required to of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying party in the defense of the claim or litigation.
- (c) <u>No Waiver</u>. The foregoing provisions shall not he deemed a relinquishment or waiver of all kind of applicable limitations of liability to third parties provided or available to any of the parties hinder applicable state governmental immunities laws.
- (d) <u>Survival</u>. The provisions of this Section 14 shall survive any termination, expiration or cancellation of this Agreement.

15. TERMINATION.

- (a) <u>TRON/AGEK Termination for Cause</u>. TRON/AGEK may terminate the Agreement for cause prior to the end of the term specified in Section 1 of the Agreement, in accordance with the procedures set forth herein, for any of the reasons set forth in subparagraphs (i), (ii), (iii), or (iv) below.
- (i) If AQS substantially breaches any of the material terms and conditions of the Agreement and fails to remedy such breach within ninety (90) days after receipt of written notice of such breach from TRON/AGEK.
- (ii) If AQS files a petition in bankruptcy, is adjudicated bankrupt or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or if a petition in bankruptcy is filed against it or it becomes insolvent or makes an assignment for the benefit of its creditors or a custodian, receiver or trustee is appointed for it or a substantial portion of its business or assets.
- (iii) If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that the Agreement or the operation of the School in conformity with the Agreement violates TRON/AGEK's responsibilities, duties or obligations under the state or federal constitutions, statutes, laws, rules or regulations, or any TRON/AGEK contract or agreement.
- (iv) The following procedures shall apply to any termination pursuant to this Section 15 (a). TRON/AGEK shall give AQS written notice of its intent

to terminate the Agreement at least ninety (90) days prior to the effective date of termination stated in the notice. The cause for termination shall immediately be submitted to TRON/AGEK's President and AQS' CEO, or their respective designees, for consideration and discussions to attempt to resolve the matter. If they are unable to resolve the matter, then termination shall become effective in accordance with TRON/AGEK's termination notice. Notwithstanding the foregoing, any termination will not become effective until the end of a school year unless there are unusual and compelling circumstances that justify the disruption to the educational program and the students caused by a mid-year termination. However, if the grounds for termination relate to a serious health, safety or educational risk to students, then notwithstanding any provision to the contrary set forth above, upon election by TRON/AGEK termination shall be effective immediately.

- (b) <u>AQS Termination for Cause</u>. AQS may terminate the Agreement for cause prior to the end of the term specified in Section 1 of the Agreement, in accordance with the procedures set forth below, for any of the reasons set forth in subparagraphs (i), (ii), or (iii) below,
- (i) If TRON/AGEK substantially breaches any of the material terms and conditions of the Agreement and fails to remedy such breach within ninety (90) days after receipt of written notice of such breach from AQS. For this purpose, a material breach may include, but is not limited to, failure to make payments as required by the Agreement unless the required payment is subject to reasonable dispute, or any other failure which undermines the purposes of the Agreement.
- (ii) The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse effect on AQS' ability to operate a charter school in accordance with its budget.
- (iii) The following procedures shall apply to any termination pursuant to this Section 15 (b) AQS shall give TRON/AGEK written notice of its intent to terminate the Agreement at least ninety (90) days prior to the effective date of the termination stated in the notice. The cause of termination shall immediately he submitted to TRON/AGEK's President and AQS' Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with AQS' termination notice. Notwithstanding the foregoing, any termination will not become effective until the end of a school year unless there are unusual and compelling circumstances that justify the disruption to the educational program and the students caused by to a mid-year termination.

- (c) <u>Disposition of Fixed Assets upon Termination</u>. Upon expiration or termination of the Agreement for any reason, TRON/AGEK shall have the right, subject to any limitations and/or conditions in loan or lease agreements to which AQS is a party, to acquire all, but not part, of the property and equipment owned by AQS and located in the School by paying AQS the "net depreciated value" of such property and equipment as reflected on the books of AQS, within thirty (30) days after the effective date of termination of the Agreement. AQS shall be allowed to remove and retain such property and equipment in the event that TRON/AGEK determines not to purchase it. AQS shall restore the School Facilities after removing equipment to the condition that existed prior to such removal.
- (d) Remedies. Termination of the Agreement in accordance with Sections 15 (a) or (b) shall be the sole remedy for breaches of the Agreement except for any breach of any obligation to make monetary payments to the other party. Any monetary payments that are not paid within thirty (30) days after the due date will be subject to interest at the rate of one percent (1%) per month. Notwithstanding the foregoing, nothing herein shall preclude any party from seeking a temporary and/or permanent injunction, or other equitable remedy, in the event of a breach hereof by the other party hereto or any person acting for or in concert with such party.

16. INSURANCE.

- (a) <u>Coverage.</u> AQS shall secure on behalf of itself and TRON/AGEK and maintain at all times during the term of this Agreement the following insurance coverage for the School, TRON/AGEK, and AQS, as the case may be, with deductibles and coverage minimums as set forth in Schedule A. All premiums for such coverage shall be paid from Operating Funds.
- (i) Real and personal property insurance covering all of the School's real and personal property, whether owned or leased, at replacement value;
 - (ii) General liability insurance;
 - (iii) Automobile insurance;
 - (iv) Workers' compensation insurance, as required by law;
 - (v) School leaders' legal/professional liability insurance;
 - (vi) Umbrella (excess liability) insurance; and
 - (vii) Employee dishonesty insurance.

- (b) <u>Carrier</u>. The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Indiana, acceptable to TRON/AGEK and Ball State University (BSU). BSU shall be listed on such insurance policies as an additional insured on insurance coverage listed in Subsections (ii), (v) and (vi) above. AQS shall have a provision included in all policies requiring notice to BSU, at least thirty (30) days in advance of termination or non-renewal of any policy. In addition, AQS shall provide TRON/AGEK and Ball State University with copies of (or certificates of insurance for) all insurance policies required hereunder.
- (c) <u>Change of Carriers</u>. When changing insurance policies or carriers, AQS must provide copies of (or proposed certificates of insurance for) the proposed policies to TRON/AGEK and BSU, at least thirty (30) days prior to the proposed change. AQS shall not cancel or modify the existing coverage without the prior approval of BSU.
- (d) <u>Special Accident or Medical Coverage</u>. In the discretion of AQS, the School may expend Operating Funds for payment of the cost of participation in an accident or medical insurance program to provide protection for pupils while attending school or participating in a school program or activity.
- (e) <u>Additional Coverage</u>. AQS and TRON/AGEK acknowledge that other insurance policies and higher minimums may be required by BSU depending upon academic offerings and program requirements.
- (f) <u>Coordination of Risk Management</u>. The parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of state governmental immunity laws and applicable insurance policies. Neither party shall compromise, settle, negotiate or otherwise affect any disposition of any claim nor potential claim asserted against it to the extent such claims are insured by or through the other party without the approval of the other party.

17. MISCELLANEOUS.

(a) Alternate Dispute Resolution, The parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. If, nevertheless, a dispute should arise in connection with the Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Except as otherwise set forth in Section 15 of this Agreement, in the event any dispute arises between TRON/AGEK and AQS concerning the Agreement, it shall be resolved in accordance with the alternate dispute resolution procedure that is set forth in Schedule B to the Agreement. All such dispute resolution proceedings shall take place in Chicago, Illinois, unless otherwise agreed by the parties.

- (b) <u>Force Majeure</u>. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- (c) <u>Independent Contractor Status</u>. The parties to the Agreement intend that the relationship between them created by the Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of AQS shall he deemed to be the employee, agent or servant of TRON/AGEK except as expressly acknowledged in writing by TRON/AGEK.
- (d) <u>Subcontracting</u>. AQS reserves the right to subcontract any and all services specified in the Agreement to TRON/AGEK and/or to public or private subcontractors, as permitted by law. Notwithstanding the foregoing, AQS shall not subcontract the, management, oversight or operation of the teaching and instructional program
- (e) <u>No Third Party Beneficiary Rights</u>. No third party, whether a constituent of TRON/AGEK or otherwise, may enforce or rely upon any obligation of, or the exercise of, or the failure to exercise any right of, TRON/AGEK or AQS in the Agreement. The Agreement is not intended to create any rights of a third party beneficiary.
- (f) <u>Amendments</u>. The Agreement may be altered, amended, changed or modified only by agreement in writing executed by AQS and TRON/AGEK.
- (g) <u>Section Headings</u>. The section headings shall not be treated as part of the Agreement or as affecting the true meaning of the provisions hereof the reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
- (h) <u>Invalidity of Provisions of the Agreement.</u> If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not he affected thereby.
- (i) <u>Assignment</u>. The Agreement shall not he assigned by either party without the prior written consent of the other party.
- (j) <u>No Waiver</u>. No waiver of any provision of the Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- (k) <u>Survival</u>. All representations, warranties and indemnities made herein shall survive termination, of the Agreement.

- (l) <u>Governing Law</u>. The Agreement shall he governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.
- (m) <u>Schedules and Exhibits</u>. The parties agree to the terms and conditions of this Agreement and the Schedules and Exhibits attached hereto and incorporated herein by reference. The above described Schedules and Exhibits shall become incorporated herein and part of this Agreement effective as of the date the parties agree to the terms and conditions of such Schedules and Exhibits.
- (n) <u>Entire Agreement</u>. This Agreement and the Schedules and Exhibits hereto shall constitute the full and complete agreement between the parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.
- (o) <u>Notices</u>. All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, telecopy or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To TRON/AGEK at: TRON/AGEK Education Foundation, Inc.

XXXXXXXXX

XXXXX, Indiana 40000 Attention: Augusta DeNeal

With a copy to:

To AQS at: The American Quality Schools Corporation

850 West Jackson Blvd., Suite 275

Chicago, IL 60607

Attn. Dr. Michael J. Bakalis

With a copy to: Leo J. Athas

General Counsel, AQS

850 w. Jackson Blvd.. Suite 275

Chicago, Illinois 60601

IN WITNESS WHEREOF, the parties hereto have executed this
Agreement as of the day and year first above written.
TRON/AGEK Educational Foundation, Inc.
By its:
The American Quality Schools Corporation, Inc.
The American Quanty Schools Corporation, Inc.
D. M.
By its:

Exhibit A
Lease of the School Facilities



Schedule A

Insurance Requirements

1. Real and personal property

Within thirty (30) days from-the date of execution of the Charter, AQS shall submit to TRON/AGEK and Ball State University a schedule of values for the School Facilities and for the personal property therein, indicating replacement values.

No later than thirty (30) days prior to the commencement of operations of the School, the AQS shall provide evidence of coverage, either through its own policy, a policy of TRON/AGEK or a policy of the landlord of the School Facilities, for the real and personal property at replacement value.

2. Insurance

General liability insurance is required. in the amount of \$2,000,000 aggregate and \$1,000,000 per occurrence, and shall have endorsements for the following: (a) coverage for employee benefit-plan administrators; (b) specialized professional liability coverage for persons such as nurses and athletic trainers; and (c) coverage for groups conducting school sponsored activities, such as parent teacher organizations, booster clubs, and student groups.

3. Automobile

Automobile insurance is required for any vehicle(s) owned or leased by AQS, the School or by TRON/AGEK for use at the School. Coverage shall be in an amount equal to the greater of the amount listed below or the amount required by Indiana law.

0,000 aggregate/occurrence
5,000 per person per occurrence
0,000
0,000
0,000
500
500

4. School leaders/legal professional liability:

Fdn. Bd. of Dir. Errors & Omissions	\$2,000,000 aggregate
	\$1,000,000 per occurrence

5. Umbrella/excess liability

Umbrella excess liability insurance is required over the general liability policy, the automobile coverage, and the errors and omissions coverage for the board of directors

in the amount of \$2,000,000.

6. Employee dishonesty

Bond covering the treasurer of TRON/AGEK is in the amount of \$25,000, and bonds or crime insurance for theft and embezzlement in the amount of \$25,000 is for other employees of TRON/AGEK handling money.

7. Workers compensation as required by law.



Schedule B

ALTERNATIVE DISPUTE RESOLUTION

- (1) Any dispute under the Agreement shall be submitted to arbitration conducted in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") except as amplified or otherwise varied hereby. The parties shall submit the dispute to the Northern Indiana regional office of the AAA and the situs of the arbitration shall be Northwest Indiana. A single arbitrator shall conduct the arbitration. The parties shall appoint the single arbitrator to arbitrate the dispute within ten (10) business days of the submission of the dispute. In the absence of agreement as to the identity of the single arbitrator to arbitrate the dispute within such time, the AAA is authorized to appoint an arbitrator in accordance with the Rules, except that the arbitrator shall have as his principal place of business the Northwest Indiana area.
- dispute seeking a monetary award, the arbitration award shall be made in accordance with the following procedure: Each party shall, at the commencement of the arbitration hearing, submit an initial statement of the amount each party proposes be selected by the arbitrator as the arbitration award ("Settlement Amount"). During the course of the arbitration, each party may vary its proposed Settlement Amount. At the end of the arbitration hearing, each party shall submit to the arbitrator its final Settlement Amount ("Final Settlement Amount"), and the arbitrator shall be required to select either one or the other Final Settlement Amounts as the arbitration award without discretion to select any other amount as the award. The arbitration award shall be paid within five (5) business days after the award has been made, together with interest from the date the dispute was submitted to arbitration at the rate often percent (10%) per annum. Judgment upon the award maybe entered in any federal or state court having jurisdiction over the parties.