

SCHOOL OVERVIEW

NOTE: The full application, including this form, will be posted on the ICSB website. Applicants are advised that local community members, including members of the media, may contact the designated representative for questions about the change in authorizer application.

Name of Charter School: Thea Bowman Leadership Academy

School Address: 975 W. 6th Ave - Gary, IN 46402
3401 w. 5TH Ave. - Gary, IN 46406

Name of Board Chair: Keisha White

Office and cell phone numbers: 219-308-4738

Email address: kwhite11298@yahoo.com

Name of Head of School /Principal: Michael Collins / Sarita Stevens

Office and cell phone numbers: 219-883-4826 / 219-944-3100

Email address: mcollins@tbla.email / sstevens@tbla.email

Year School Opened: 2003

Name of Current Authorizer: Ball State University

Does the school contract or partner with an Education Service Provider (ESP) or other organization for school management/operation? Yes No

If yes, identify the ESP or other partner organization:

The Leona Group

Current and Projected Grade Levels and Student Enrollment (per current charter agreement):

Academic Year	Grade Levels Served	Student Enrollment (Actual or Planned)
2014-2015	K-12	1266
2015-2016	K-12	1266
2016-2017	K-12	1350-1400
At Capacity	K-12	1500

EXECUTIVE SUMMARY

1. Provide a brief description of the school's mission and vision.

Thea Bowman Leadership Academy shall become a world class model for high performance urban schools preparing all students for academic success and leadership roles in a global society.

Thea Bowman Leadership Academy (TBLA) was founded thirteen years ago on the predicate that all children can learn given the proper motivation and educational facilities. Our founders recognized the shortcomings of public education in Gary and were determined to create a school that overcame socioeconomic challenges and effectively prepared students to compete on a global level. Consequently, TBLA was created on the basic tenets of a clean, safe, nurturing learning environment; rigorous curriculum; effective teaching; discipline and decorum; and consistency.

For several years, Thea Bowman was an A-rated school, and one of the few high quality educational options for children in Gary. While we have slipped from that level of elite performance, our vision is to reestablish ourselves as a school that consistently outperforms the state ISTEP average passage rates, while also developing strong children and young adults who exhibit high character including honesty, empathy for others, a superior work ethic and deep commitment to give back to the community.

2. Provide a brief narrative highlighting the school's accomplishments since its launch. Briefly address the opportunities and challenges facing the school.

Thea Bowman Leadership Academy first opened as a K-6 charter school on August 18, 2003. With each passing year, Bowman Academy added an additional grade level. As of the 2009-2010 academic year, the school had expanded its program to accommodate all thirteen grade levels, from Kindergarten through 12th grade. Students who entered the program as 6th graders in August 2003 comprised the school's first class of graduating high school seniors in June 2010.

Over the years, Thea Bowman has experienced tremendous enrollment growth, becoming the premier and largest charter school in Northern Indiana. The Academy has been able to attract students from throughout Northwest Indiana (NWI) to be a part of the TBLA because of its rigorous curriculum and safe and nurturing learning environment. We have a 95% graduation rate, which ranks Bowman above the state average of 89% and #2 amongst all charter schools in NWI. Parents also appreciate that our graduates are prepared for the world, and we have been blessed to have hundreds of "success stories." In 2013, for instance, we graduated Marcellus Gibson, who was both a Gates Millennium Scholar and he won 1st place for ISHAA Track and Field for the state of Indiana.

We believe that sports, music, art, theater and other enrichment courses are key to developing well-rounded young adults. Our scholars have thrived in all of these extra-curricular activities, and we are particularly proud that our Boys Basketball team is a two-time IHSAA Basketball 2A and 3A championship tournament winner.

While our academic program is not meeting our standard or our historical performance, our state standardized test scores have consistently exceeded that of the local district, Gary Community School Corporation (GCSC). If we are not approved, most of our students will be forced to attend Gary Community Schools, which has historically received an F-rating from the state. It should also be noted that despite some recent challenges, we also have some bright spots in terms of our scholars' academic performance. In the past two years, 98% and 88% of our 3rd graders passed I-READ, respectively. This performance outpaces GCSC and many neighboring charter schools by as much as 20%.

We are also very proud of the fact that because of our intense school schedule, many of our seniors graduate mid-term offering them the opportunity to co-op or take college classes at a local university. In addition, we offer many dual credit classes that our students can chose from that can be transferred to a college or university. Most of our student leave Bowman with at least 12 college level credit hours. This year, we will

graduate one junior because she was able to successfully take and pass senior level classes. By doing this, she is eligible to receive the Frank O' Bannon Grant and she gained early admittance at Indiana University–Bloomington. Many of our other students are on a similar track.

Our scholars have demonstrated a commitment to giving back to the community and to being entrepreneurial. Our students have led community service projects for Breast Cancer Awareness, Hoosiers Helping Heroes, Ark Shelter, Toys for Tots, and B-Boys Mentoring program. They have also partnered with the United Auto Workers Local 551 to launch a community food drive; and created a unique collaboration between Gary's only 4-H club and Eagles Nest Farms, which is our own student-run chicken coop business, to sell eggs to a local store for a profit.

There have been two major challenges with the school: governance, and most recently, day-to-day management. To address these issues, we are dissolving the 8-member board and rebuilding the board, with two members retained from the previous board and three new members. Retaining two members from the previous board will allow us to retain the significant institutional knowledge and historical insights that will be critical in ensuring a successful transition to new leadership. Meanwhile, new members of the board will include members from the community and Phalen Leadership Academies, which has successfully governed its growing and high-performance network of public charter schools.

Another recent challenge we have experienced has been a decline in student performance. We are pleased to announce that Thea Bowman will be entering into a management agreement with Phalen Leadership Academies, a strong nonprofit network of public charter schools. Phalen has an extraordinarily strong record, including ensuring 100% of its third grade scholars pass the I-READ, the highest in the state. Phalen serves a similar demographic as Thea Bowman, with the vast majority for its students being eligible for free- and reduce-price lunch, and African-American. Phalen was awarded 10 charters from the Indiana Charter School Board, and recently approved to activate three additional charters. Phalen was also awarded the state's first Innovation Network from Indianapolis Public Schools.

We believe Phalen's management oversight and model, which includes exceptional educators in every classroom, effective use of technology to complement instruction, rigorous use of data to drive instruction, and authentic partnership with families, will help re-energize Thea Bowman and enable our school to get back to the high level of performance that we had previously achieved.

3. Explain why the school's board would like to switch authorizers.

It is clear to us that Ball State intends to close Thea Bowman. Their main concerns are board governance and school management. Despite developing a strong plan to address both of those concerns (see above), we still feel that Ball State will vote to close our school. Thea Bowman has been a cornerstone educational institution for children in Gary. As you know, the options for children in Gary are dismal. Most of the public schools, and some of the nearby charter schools, have historically received "F" ratings from the state. If Thea Bowman were to close, nearly 1,300 children would be displaced and forced to attend sub-standard schools. We feel that we cannot allow this to happen. We believe that our new board structure and our plan to transition to become a Phalen-led school will ensure both continuity in our children's educational experience and significantly improved outcomes for students.

GOVERNANCE & MANAGEMENT

1. What is the legal entity of the charter school board? How does the chosen governance model support quality oversight of the school, including monitoring of academic outcomes, financial health, organizational compliance, and school leadership performance? Please list all active board committees (e.g., Finance Committee).

The legal entity is a reconstituted Drexel Foundation board. The board will be a transitional board that

includes five board members: two from the existing board, and three independent board members, some of whom will be from Phalen Leadership Academies. We believe it is critical to retain a few Drexel Foundation board members to keep the institutional knowledge that will be critical to ensuring the future success of Thea Bowman. The new board members will bring a diverse range of skills and expertise, including academic programming, nonprofit management, business and financial administration, school leadership and non-profit governance, facilities, parent and community engagement, and organizational compliance.

In addition to possessing the core skills required to effectively govern the organization, the board will also reflect the racial and ethnic identity of the children who Thea Bowman serves. We currently have a Governance Committee and Finance/Facilities Committee. We will also look to have an Educational Committee to ensure accountability in the school's academic performance.

Below are some of the ways in which the board will help ensure a high quality educational experience to our children:

- Attend monthly board meetings;
- Approve and review quarterly and annual budgets;
- Approve and review monthly budget to actuals;
- Evaluate and provide feedback on the performance of the ESP;
- Perform a formal annual evaluation of both school principals;
- Evaluate and provide feedback on student educational performance; and
- Support the success of the school, using both one's expertise and networks.

As mentioned previously, one of the key reasons that the board has decided to partner with Phalen Leadership Academies as its proven track record of educational excellence. Last year, 100% of Phalen's 3rd grades passed I-READ. In addition to strong student outcomes, Phalen has also proven to be an effective ESP. It consists of 15 staff members, including a CEO, COO, Director of Recruitment, Director of Development, Director of Finance, and a Human Resources Director. Some of the team's responsibilities include hiring and evaluating school principals; hiring and evaluating teaching staff; developing and implementing high quality professional development for staff; distribution of bi-weekly paychecks; overseeing independent financial audits; tracking monthly expenses (budget vs. actuals); managing cash flow; attracting additional philanthropic funding to our school; managing staff benefits; developing systems and processes that will enhance school operations; identifying key community partners (i.e., child care, before and after-care for our scholars, clubs); addressing legal matters; and overseeing evaluation and assessment.

With Phalen as the ESP, we will allow our school leaders and teachers to focus on their core responsibilities, providing a high quality education to our scholars and partnering with families to ensure the success of their children. Equally important, we, as the Board of Thea Bowman, will be even better positioned to effectively govern our school.

Below are some examples of how our governance and management structure will support the effective oversight of our schools. Beginning next school year, our schools will utilize strong systems and processes to track student academic performance. While Phalen will spend the remainder of this year evaluating our current student performance tracking processes and adapting theirs to align to our grade configuration, below is an example of the oversight systems and processes that will be implemented and reported regularly to the Thea Bowman board:

Summative Assessments: Students will be regularly evaluated on their mastery of skills and knowledge as defined by state standards and other additional assessments:

- ISTEP: Beginning in 3rd grade, all eligible students will take the state's ELA and math standardized exams. We understand that this testing system may change and will administer all assessments

required by the state.

- STAR Reading and Math: Scholars also take the STAR Reading and Math end-of-year assessment to assess growth in these subjects.
- DIBELS: We administer the DIBELS exam at the end of the program year to evaluate increases in reading fluency.
- Unit Tests: Teachers will use assessments provided with curriculum programs and/or develop their own assessments to determine mastery of unit objectives. Emphasis will be placed on performance-based assessments that require students to demonstrate mastery of skills and content knowledge.

Diagnostic Assessments: We will use diagnostic assessments to determine incoming students' knowledge, skill levels and interests and identify signs of special needs as part of our Response-to-Intervention (RTI) process:

- STAR Reading and Math: The STAR Reading and Math assessments, nationally-normed assessments, are administered at the beginning of each year, measure progress against standards in both literacy and mathematics and provide additional baseline data to track scholar growth.
- DIBELS: We implement the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) exam at the beginning of the year to evaluate scholars' initial reading fluency skills.
- Curriculum-tied diagnostic surveys/quizzes: We use placement tests within available best-in-class reading and math curricula, Harcourt Journeys and Singapore Math, to round out our diagnostic assessments and to help teachers appropriately differentiate instruction.
- Adaptive software placement quizzes: Diagnostic assessments within Compass Learning, ST Math, and DreamBox provide additional data in math and reading.

Benchmark/Interim Assessments: Teachers will administer several benchmark assessments to measure progress towards goals:

- ELA and Math Benchmark Tests: Based on our scope and sequence documents, teachers will implement weekly benchmark assessments to evaluate student mastery of content in ELA (grammar and vocabulary) and math. Assessments are both cumulative, in that they evaluate skills learned both in a current week and in all previous weeks, and are aligned in substance and grading scheme with the ISTEP+ exam to familiarize students to the format of this state standardized assessment. In addition, assessments are designed to be both highly rigorous and to provide immediate feedback to students. English and math assessment scores are posted school-wide the following day.
- Weekly Writing Prompts: As part of our writing program teachers will develop grade-wide writing prompts and use rubrics to evaluate mastery of skills. Writing prompts are delivered in a format and setting similar to the ISTEP standardized exam. For example, a writing assessment taken approximately mid-way through the first semester may test a student's ability to write a five-paragraph essay on a given topic. The rigor of the assessment then increases in alignment with the skills taught according to the pacing guide, with students being asked to further analyze and answer questions relating to their essay in the second semester, consistent with the style of the ISTEP+ exam. Writing scores are also returned to students and posted class-wide the following day.
- Reading Inventory: Teachers will use quarterly reading inventories to measure student progress in reading levels. Students identified through the RTI process for Tier 2 and 3 interventions may be assessed more frequently.
- STAR Reading and Math: Both literacy and math tests will be administered using the STAR system at mid-year to evaluate progress towards academic goals.

Formative Assessments: Teachers will be expected to identify formative assessments in their lesson plans and conduct regular checks for understanding during instruction. Students will also be taught how to use formative feedback to maximize their own learning:

- Questioning: Teachers will be trained to use appropriately rigorous levels of questioning based on

Bloom's Taxonomy and Webb's Depth of Knowledge to ascertain students' content knowledge and conceptual understanding.

- Checklists: Teachers will develop grade-wide checklists to identify student mastery of specific skills. These tests extend student assessment beyond the Screening tests and are used to inform instruction relative to the skills of phonological awareness, phonics, number sense, and computation.
- Observation: Teachers will be expected to document anecdotal evidence of student learning, especially through interactions during one-on-one conferencing and small group instruction.
- Rubrics and weekly assessments: With guidance from instructional leaders, teachers will develop grade-wide rubrics to evaluate student work, especially writing and projects. In addition, teachers develop weekly assessments tied to our pacing guide and state standards, as described under benchmark/interim assessments.
- Adaptive software assessments: One of the criteria for selecting computer-based content providers is built-in assessments that offer immediate feedback. This allows both students and teachers to determine mastery and pace instruction appropriately. Moreover, parents can monitor students' learning and administrators can evaluate programs and teachers.

Strong school leadership will be another key to reestablishing our school's strong academic performance and positive culture. While there are currently leaders at Thea Bowman, all leaders will be evaluated by the new ESP. Phalen has a strong process for selecting and evaluating school leaders. The process for screening school leaders that consists of an online application, phone interview; in-person interviews; observation of the candidate's leadership and coaching; data-driven analysis review and guidance; and the successful completion of intensive, pre-service on-boarding and professional development.

For our existing leaders, some of the evaluation process will include:

- Planned and unplanned school visits;
- Review of weekly and monthly formative and benchmark assessments, and review of the plan to improve student performance;
- Review of other academic performance data, including evaluating beginning, middle and end-of-year summative assessment data;
- Formal quarterly assessment of school culture and climate;
- Effective implementation of school systems and processes (i.e., quarterly teacher performance evaluations);
- Review of bi-annual satisfaction family, teacher and scholar surveys; and
- Focus groups with parents, students and staff.

Ultimately, leaders will be held accountable for 3-5 measurable goals. These goals will be agreed upon prior to the start of the year, and progress will be monitored on an on-going basis. Goal areas will include academics (i.e., 1.5 years of academic growth for students every school year; annual growth of 5% passage on ISTEP); employees (i.e., retention of over 85% of high performing teachers); parental satisfaction (i.e., over 90% retention of families within the school year and year-to-year); school culture; and more.

In addition to academic oversight, compliance, and school leadership and ESP performance, the board will implement several systems and processes to ensure effective financial compliance and oversight. This year, the Board will work with our ESP and school leadership to develop and approve the annual budget at least 60 days prior to the start of the school year. There will also be strong controls over expenditures and monthly processes to monitor budget versus actual.

The Board will review finances monthly, including comparing financial reports against budget and cash flow projections. With the participation of the Chief Financial Officer, the Board will implement multiple monitoring processes to ensure that we are meeting our cash flow projections. For instance, the Finance department will monitor cash flows on a weekly basis; implement the SBOA-approved chart of accounts; and

post transactions to the general ledger on a daily basis. In addition, all payrolls will be subject to multi-level authorizations. The Board will also complete and submit all required quarterly ICSB reports. Finally, through the leadership of our CFO and school leaders, we will ensure that all employees follow proper accounting and financial policies and procedures. These actions, and more, will ensure that the Board has strong financial controls and oversight.

Ultimately, the aforementioned systems and processes will ensure strong Board oversight of academic outcomes, financial health, organizational compliance and school leadership performance.

2. List the school's current board members and provide a brief explanation of the expertise each member brings to the board. Has there been any significant board member turnover? How long has the current Board Chair been in his or her role? As Attachment 1, provide resumes for the Board Chair and all other Board officers. As Attachment 2, provide a copy of the Board minutes from the last three Board meetings.

Below is a list of our current board members and their areas of expertise:

Keisha White (Associate Vice Chancellor Student Affairs, Ivy Tech Community College): Offers expertise in the field of higher education for students seeking information for financial aid, career services, dual credit and other college information and options. Provide suggestions related to innovative ways for students learn.

W. Ben Sims (Retired Judge): Offers expertise in the field of governance and contract negotiations he has been an attorney since 1988 representing clients in the areas: real estate; family law; contracts; tax deeds; general corporate, unemployment, landlord-tenant and workers' compensation.

Shelley Fisher (Retired Principal): Offers expertise in the field of curriculum, Title expenditures, and mentoring school leaders. Demonstrated ability as a teacher, trainer, and principal. Knowledgeable of various change paradigms and the need for continuous adult learning. Trained staffs in change initiatives throughout central and southern Indiana. Aware of and demonstrates use of Best Practices—cooperative learning, SBRR, process writing, Socratic method, Enrichment Model and techniques promoted by National Council of Teachers of Mathematics.

James Harris (Local State Farm Agent): Offers expertise in the field of finance and facilities. He has many years of service in the community as a business leader, a community volunteer, and a steward of the church.

Anne Thompson (Retired school teacher with over forty years of experience): Offers expertise with mentoring new teachers and providing curriculum development. Her career spanned classroom and administrative positions at the elementary, secondary, collegiate and adult education levels.

Thomas Barnes (Former Mayor Gary, IN): Offers a philanthropic expertise which has started the movement of the school's vegetable and herb garden, Gary's only 4-H club, and urban farming with hopes to bring a solar system project to save the school energy. Tom has been licensed as an attorney in the state of Indiana for over thirty years, and is the managing partner of a family business established by his late father over fifty-two years ago.

Bishop Dale Cudjoe (President and CEO, O.W. McInnis Hope Foundation CDC Inc.): Offers expertise with community outreach and counseling.

Dr. Rose Marie Banks (Professor, Indiana University Northwest): Offers expertise is in elementary teaching and higher education. Her knowledge extends beyond education to Financial Services, as a Registered Representative through FSC Securities Corporation.

There has not been significant board turnover, with nearly 90% retention over the past few years. The Chair

has been active since July 2015, and she will remain as a member of the new board.

3. Describe the school's leadership structure. How does this support the school design, as well as effective operations of the school? Has there been any significant leadership turnover at the school? As Attachment 3, provide the resume for the current Head of School/Principal.

The school's leadership structure is designed to help every scholar excel. Each of our classrooms is staffed with a certified Teacher. Because teachers have such a direct impact on the educational outcome of our scholars, we see teachers as the key members of the team. We plan to ensure they have the resources and tools necessary to help scholars succeed. The main duties of our teachers include: planning and delivering daily lessons; evaluating scholars, administering assessments, and preparing progress reports; employing effective behavior management tools; ensuring academic and social goals are achieved for scholars; and partnering with our parents/guardians.

Classroom teachers are supported by school administration. We have a Principal and Instructional Coaches on our campuses. The Principal oversees all day-to-day operations of the school. The Principal and Instructional Coaches spend the vast majority of their day focused on ensuring high quality instruction is taking place for every scholar in every classroom. They review lesson plans, facilitate professional learning communities, and coach and support our Teachers. Next year, the Principal and Instructional Coaches will spend at least 50% of every day in classrooms, supporting high quality classroom instruction.

There has been significant leadership turnover at our schools. In the last three years, we have had three school leaders (CAO, Elementary and Secondary Principals) resign, and have had two leaders (Elementary and Secondary Principals) leave Thea Bowman for employment in Arizona and Chicago.

Our ability to both attract and retain strong leadership will be critical to our future success. We believe that, with a new ESP, we will be able to attract and retain top talent. Pay, strong leadership and school culture and climate are most cited by our teachers and leaders as reasons for satisfaction and dissatisfaction. Phalen has a strong record of creating the conditions in which teachers and leaders want to serve, and below you will find more details regarding our plan to retain exceptional school leaders and classroom teachers:

- High-performing culture: Educators teach and grow professionally in a mission-driven culture that satisfies high quality teachers' desire to transform the lives of children. Our new CMO brings a highly entrepreneurial school culture that appeals to highly effective teachers' intrinsic desire to succeed and contribute to the success of the school.
- High quality pre-service training: Our teachers have the opportunity to participate in intensive pre-service professional development to gain highly relevant skills like data-drive instruction, culturally relevant teaching, and more, by learning in workshops led from some of our nation's most renowned educators.
- Regular and substantive support, coaching, and feedback: Teachers will receive daily informal coaching and modeling from highly effective peers, Instructional Coaches, and school leaders on particular skills or subject matter. Our leaders spend each day in our classrooms monitoring instruction and modeling effective instruction when necessary; for example, an Instructional Coach or Principal may demonstrate how to deliver a lesson based on an analysis of weekly assessment data. In addition, teachers constantly hone their skills by through our monthly professional development sessions which reinforce and teach broader skills relating to topics like data-driven instruction. We also work within and outside our network to provide mentors for our leaders who are peers in similar positions at our other schools or other local high-performing schools.
- Opportunities to take leadership roles: In addition to receiving peer support, next year we will provide extensive opportunities for teachers to take on training and leadership roles themselves, such as by leading common planning sessions or creating enrichment experiences for scholars. An experienced teacher can develop greater staff leadership and instructional skills by serving as a peer mentor for a newer staff member or by leading a workshop on a given topic during professional

development. In addition, we ensure our existing staff members are able to take on more senior positions when appropriate and after sufficient mentoring, such as by asking an Assistant Principal to take over the role of the Principal.

- Access to external professional development and in-network promotional opportunities: We work closely with local partners to provide our staff members with access to externally-led training and licensing programs. For administrators in Indianapolis, we have developed a partnership with a local college, University of Indianapolis, which supports the development of educators who want to become school administrators. Candidates are exposed to the latest practices in staff and instructional leadership. Every year, the University of Indianapolis enables us to recommend up to five candidates who will be eligible to get their administrative license at no cost to them. Furthermore, high performing teachers and staff members can access our leadership team's multiple ventures, including a nationally recognized summer learning program and our charter management organization that will open ten new PLA schools in Indiana over the next decade.

Currently, Thea Bowman has many strong leaders and staff members who meet our high expectations; but we also have some that do not. Next year, we will ensure that every classroom is led by a highly effective teacher. We will focus on both retaining our strong staff and recruiting and hiring exceptional new teachers. Highly qualified new teachers will be selected through a rigorous, multi-stage screening process. During the first phase of the interview process candidates will complete an online application and participate in one phone interview with our Director of Recruitment and another with our Principal. Applicants then complete a writing sample and leadership assessment test. If successful, candidates will be advanced to the second phase of our selection process which includes an interview day with a panel of our educational experts. There are four components to this interview day: (1) candidates present a 5-7 slide PowerPoint highlighting their background, reasons for becoming a teacher, and their teaching and leadership accomplishments; (2) candidates demonstrate and model an example lesson; (3) candidates respond to a range of scenarios involving issues that might arise with scholars, parents and their peers; and (4) candidates will be presented with interim assessment data for several scholars and are asked to explain and demonstrate how they would work to help each child succeed. Our hiring process will be open to all credentialed teachers.

Ultimately, our new governance and management structure will allow our school leaders and teachers to focus on their core responsibilities, providing a high quality education to our scholars and partnering with families to ensure the success of their children.

4. As Attachment 4, provide a copy of the school's Governance Documents (i.e., 501(c)(3) Letter of Determination from the Internal Revenue Service, Articles of Incorporation, Bylaws, Conflicts of Interest/Code of Ethics Policies) – Please see attached.

EDUCATION SERVICE PROVIDER

1. Explain why the Education Service Provider (ESP) was selected to manage the school. How satisfied is the board with the ESP's performance to date?

As we have presented in our application, we chose the Phalen Leadership Academies to serve as our Education Service Provider because it has a strong record of effective governance and educational excellence. We needed an ESP that not only provides back-office support, in which our current ESP provider has done an adequate job, we also felt that as a school what we need now is an organization that can effectively lead the educational program and deliver extraordinary results for children. Phalen has that track record. We believe Phalen will help us get back to the level of educational excellence that our students deserve.

2. Summarize the primary responsibilities of the ESP. As Attachment 5, provide a copy of the executed contract with the ESP.

Phalen will be responsible of leading the educational program at our school. Specifically, some of their

services include hiring and evaluating school principals; hiring and evaluating teaching staff; developing and implementing high quality professional development for staff; distribution of bi-weekly paychecks; overseeing independent financial audits; tracking monthly expenses (budget vs. actuals); managing cash flow; attracting additional philanthropic funding to our school; managing staff benefits; developing systems and processes that will enhance school operations; identifying key community partners (i.e., child care, before and after-care for our scholars, clubs); addressing legal matters; and overseeing evaluation and assessment.

A copy of our contract with the Leona Group is attached. We are working on our contract with Phalen.

SCHOOL OVERVIEW

EDUCATION PROGRAM

1. Describe the guiding educational philosophy of your school. Provide an overview of the curricula, tools, methods and instructional techniques that support the educational philosophy.

Through our partnership with Phalen, we plan to build on the educational foundation at our school. Our guiding philosophy remains the same: we believe that despite social-economic status, every child can be inspired, educated and transformed into life-long learners through a quality education where high expectations, community collaboration and national best educational practices are facilitated at every level of operations. In order for effective teaching and learning to occur, instruction must be rigorous, relevant to student's experiences and supported by positive relationships. The educational design under Phalen will be rooted in this foundation and focused on creating a highly rigorous, challenging, and well-rounded experience for every child. Below you will find our key strategies:

- Highly effective, data-driven educators: Our model focuses on selecting and developing exceptional teachers who are able to use extensive student assessment data to customize and continuously improve the quality of instruction. We establish a culture of transparency and accountability, where both teacher and student improvement and excellence are encouraged by frequent assessment of student progress and by sharing achievement data across the school.
- Rigorous curricula: Our school will utilize a cumulative, rigorous, and evidence-based academic curriculum to push students to perform beyond the required expectations of their grade level in the main subject areas of literacy and math. The goal of literacy instruction at our school is to create lifelong readers that are able to not only decode the written word but comprehend information that is presented in academic and everyday life. We also aim to give scholars the foundational math knowledge they will need to succeed in higher-order math courses, and also make clear how math is important to everyday life. Our curricula and instruction in this subject engage children in math by creating multiple points of entry into the subject so that scholars are actively constructing their knowledge of mathematical concepts while becoming proficient at performing math.
- Rigorous, frequent, and standards-aligned assessments: Assessments are both cumulative, in that they evaluate skills learned both in a current week and in all previous weeks, and are aligned in substance and grading scheme with the ISTEP+ exam to familiarize students to the format of this state standardized assessment. In addition, assessments are designed to be both highly rigorous and to provide immediate feedback to students.
- Extensive differentiated, small-group, and standards-aligned instruction: Differentiated instruction will be provided through daily small group and one-to-one instruction. Based on the analysis of data from regular assessments, teachers will be able to develop lessons that truly meet children where they are and allow them to achieve at their highest capacity.
- Enrichment experiences: We believe that every child benefits from well-rounded, enriching learning experiences. As we have found through the decades we have worked in the field, children learn most effectively when they are engaged. Each day, we will aim to have our students participate in art, music, and physical fitness. In addition to daily enrichment courses, our students will also hear from inspirational guest speakers; participate in educational field trips to college campuses, professional

workplaces, museums, and cultural landmarks; and lead service projects to build connections to their communities and their futures.

- **Strong parental engagement:** We will have an authentic partnership with families. Some of the ways we will work to achieve that include training teachers to effectively partner with parents; creating a welcoming environment for our families; holding an orientation that outlines our expectations of parents and what they can expect from us; regularly communicating with parents about their child's performance; and hosting fun events throughout the year that celebrate their children. Our parents will also be invited to sit in classes, participate in field trips, support service projects, or participate in any way that they feel comfortable.

With these elements in place, Phalen will help our students make significant academic growth.

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

Please see our response to question 1 under Governance & Management.

3. Is the board satisfied with the school's academic outcomes to date? If no, what corrective actions has the school taken to ensure the school is on a positive academic trajectory? As Attachment 6, provide the completed Academic Performance Workbook (please use provided template). As Attachment 7, provide a copy of the school's most recent accountability/annual report prepared by the current authorizer.

While we are pleased that we have outperformed Gary Community Schools by 13% on the most recent ISTEP, we believe there is still huge room for improvement. We would like to grow by 5% in ISTEP passage rates each year, and our long-term goal is to consistently outperform the state average and to reestablish Thea Bowman as an A-rated school.

FINANCIAL MANAGEMENT

1. What staff member is primarily responsible for managing the school's finances? Does the school have any contracts for bookkeeping services? If yes, please provide the name of any providers.

Currently the Leona Group provides financial management services for us. Moving forward, Phalen, a nationally recognized nonprofit, will be responsible for managing the school's finances, with strong oversight by the board.

2. As Attachment 8, provide the following financial information for the school and any related business entities:

- a) **The last three years of audited financial statements and management letters for the school –** please see attached.
- b) **Current fiscal year budget and year-to-date actual expenses –** please see attached.

OPERATIONS AND COMPLIANCE

1. Is the school facing any major operational challenges, including challenges with facilities, transportation, technology, school lunch program, etc.? If yes, briefly describe the board's plan to address these challenges.

We are not facing any major operational challenges. We will reconstitute our board as described earlier.

2. Identify any current or past litigation, including arbitration proceedings, involving the charter school. Provide the following as Attachment 9: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation – Please see attached.

KEISHA L. WHITE
1300 Taney Street
Gary, IN 46404
219.944.0938
kwhite112@ivytech.edu

OBJECTIVE:

Utilize my leadership, communication and management skills to serve on the Drexel Foundation for Educational Excellence Board.

EDUCATION:

Indiana University Northwest- 8.90-8.94
B.A. - Organizational Communications
National Louis University- 9.99-6.01
Master's of Adult Education

PROFESSIONAL EXPERIENCE:

8/2006 – present – Ivy Tech Community College- Northwest / East Chicago, Indiana
Associate Vice Chancellor of Student Affairs

- Supervise Financial Aid, Admissions and Career Services Staff
- Supervise a team of support staff
- Develop and implement recruitment plan for registration
- Maintain international student status for the campus
- Work on the state wide accreditation team for Diversity Affairs
- Assist in developing partnerships with Mittal Steel, Amoco and NipSCO
- Serve as an adjunct faculty member in the school of Liberal Arts

10/2000- 8/2006- Ivy Tech Community College – Northwest / East Chicago, Indiana
Associate Director of Admissions

- Recruit, interview and advise students
- Monitor the enrollment target during registration
- Assist with managing the office of Student Affairs
- Work with faculty and staff to retain students
- Work with the marketing department to develop recruitment tools
- Provide presentations to area high schools and local agencies
- Work with high schools to arrange tech prep agreements
- Attend college fairs and high schools to promote Ivy Tech Community College
- Assist disabled and international students

1/99-10/2000- Calumet College of St. Joseph, Whiting, Indiana
Admissions Counselor

- Recruit, interview and advised new students
- Evaluated transfer credits
- Worked with transfer applicants
- Assisted potential students with the financial aid process
- Created and implemented marketing strategies
- Worked with staff and faculty to retain students
- Provided presentations to high schools, and local agencies
- Worked with the admissions team to develop articulation agreements

Law Office Of
W. Ben Sims & Associates, LTD.

79 West Monroe - Suite 1308

Chicago, Illinois 60603

(312) 236-9080 TX

(312) 236-9081 TX

RESUME

W. Ben Sims is the principal of the law office. The staff consists of two staff attorneys, paralegal and administrative staff.

Mr. Sims' practice includes representation of clients in general litigation matters in the following areas: real estate; family law; contracts; tax deeds; probate; general corporate, unemployment, landlord-tenant and workers' compensation. The real estate matters handled involve transactional work and litigation. His practice is primarily in state court.

He was admitted to the Illinois Bar in 1988, the U.S. District Court, Northern District of Illinois in 1989 and the U. S. Supreme Court in 1992. He received his Juris Doctor Degree from the Northern Illinois University, College of Law in Glen Ellyn, Illinois. He holds a Bachelor of Arts Degree from Ohio State University in Columbus, Ohio and an Associate of Arts Degree from Southeast City College, Chicago, Illinois. He completed the Trial Advocacy Program at Loyola University, College of Law, Chicago, Illinois in June 1990 and also received a Diploma in 1995 from the National Institute for Trial Advocacy.

He is a member of the Board of Directors of the National Bar Association (NBA), past Regional Director of Region 7 and currently Chair of the Family Law Section. He is a member of the Cook County Bar Association and the Illinois Bar Association.

He has been in private practice since 1988. Prior to entering private practice, he was a Law Editor at Commerce Clearing House and was employed at the U.S. Department of Labor, Chicago, Illinois. He also served as a law clerk for the law firm of Garrettson and Santora in Chicago, Illinois.

He is the recipient of the Principal's Award for Male Mentoring, Cook County Bar Association Community Law Project, Outstanding Attorney Volunteer Award and Service Award, Certificate for Volunteer Services to the Mentoring Network for Juvenile Court Wards, and the Pinnacle Award for outstanding professional service from the Being Single Magazine and the Gillette Company.

Shelley M. Fisher, Ph.D.

1700 Taft Street

Gary, Indiana 46404

(219) 949-8036

Email: shelfis@sbcglobal.net

SUMMARY

Demonstrated accomplishments as a teacher, trainer, and principal. Knowledgeable of various change paradigms and the need for continuous adult learning. Trained staffs in change initiatives throughout central and southern Indiana. Cognizant of and demonstrated use of Best Practices—cooperative learning, SBRR, process writing, Socratic method, Enrichment Model and techniques promoted by National Council of Teachers of Mathematics. Associate Minister of Gary First Baptist. Volunteer Chaplain Southlake Methodist.

RELATED EXPERIENCE

Curriculum Innovation

- Led staff in creating curricular maps to align teaching strategies to standards.
- Collaboratively created unit plans for school year that aligned with District and State standards.
- Involved staff in ongoing monitoring of curriculum and teaching modalities.
- Instituted multidisciplinary teaching.
- Orchestrated planning and executing curriculum with grouping of students across age, grade, and ability levels.
- Provided a rich literary environment where children can explore and learn.
- Disaggregated test scores and implemented plans for intervention.

Communication

- Involved parents in workshops (Early Literacy/Channel 50; Teaching at Home)
- Kept parents abreast of information using parent-teacher meetings and newsletters.
- Engaged in community partnerships—One Church One School, Wal-Mart, Channel 50 and neighborhood businesses.
- Principal of former visitation site for Success for All Reading initiative; interacted with school personnel in Northwest Indiana and Illinois.
- Developed good working relationship with the media to ensure school coverage.

Staff Development / Training

- Conducted workshops I.U. Northwest (UTEP) *Self-Efficacy* and *Autonomous Learning*.
- Conducted workshops on change (*RE-Learning*, Dr. Ted Sizer) in central and southern Indiana acting as consultant visiting sites throughout school year (4 years).
- Created a course of study for Merrillville, IN Adult Education Program based upon contents of my published book on career management.
- Conducted workshops for staff on Questioning Techniques, Skills Alignment, Process Writing and Planning / Writing Effective Lesson Plans, and Socratic Seminars.
- Conducted workshops on the use of WORD and EXCEL (Gifted Program).
- Conducted writing workshops at AFT conference (*Natural Writing*).

- Provided a collaborative participatory climate for sharing and coaching (component meetings, grade level meetings, release -time).
- Organized and conducted seminars for the private sector.
- Trained with NUA to teach staff how to teach (thinking skills (Reuven Feuerstein))

Administrative

- Organized and created scheduling of classes.
- Supervised the general school and Title I budgets for materials, programs, payroll.
- Collaboratively worked with staff in creating handbooks on discipline and units of study.
- Improved the teaching of reading and mathematics by instituting reform models.
- Monitored and supervised teachers, secretarial staff, food service and custodians.
- Mentors and evaluated staff.
- Proactively communicated with parents and community agencies.
- Collaboratively identified strengths and weaknesses of staff and prepared a program for improvement and celebrations of successes.
- Devised an instrument to be used quarterly to assess students' skills.

ACCOMPLISHMENTS

- Wrote and received grants from the Indiana Department of Education.
- Has the ability to connect with staff, students and parents to move the curriculum forward for school improvement. Has the skill to create curriculum, and magnet schools.
- Never had an audit exception during my tenure as principal.
- Commended by Success For All Foundation along with two other schools in Indiana for raising reading test scores by 18 NCEs. Invited by the Success For All Foundation to submit a proposal to ASCD to present school's successes at ASCD conference March 2003. Was one of two elementary schools in Gary to receive NCLB PL221 designation Academic Progress (2005).
- 2007 Awarded grant from Lowe's & National Geographic to build a nature trail and greenhouse on school premises to enhance learning and establish a mini-economy.

EDUCATION

- 2008-2009: Purdue University Calumet, All Schools Administrative Endorsement (Rules 2002)
- 2000-2005: Regent University, Virginia Beach Virginia; Ph.D. Organizational Leadership
Dissertation - *Autonomous Learning and the Leadership Construct of Challenging the Process*
- 1988-1990: Purdue University Calumet, Hammond, IN
Certification in Elementary Administration and Supervision
- 1987: Roosevelt University, Chicago, IL (School Finance)
- 1969-1964: Purdue Calumet, Indiana State (Terre Haute, IN) Indiana University, Bloomington, IN (Master of Science Elementary Education)
- 1960-1964: Indiana University, Bloomington, IN (B.S. Elementary Education)

EMPLOYMENT HISTORY

- 2012-Present: Adjunct Professor, Indiana Wesleyan, Merrillville Campus (Organizational Leadership)

Shelley M. Fisher, Ph.D.

Page 3

1992-July, Gary Community School Corporation, 620 East 10th Place, Gary, IN 46402
2009: Administrator: Assistant Principal – Jefferson, Brunswick, Webster, And (Middle Schools: Kennedy-King, Tolleston); Curriculum Writer; Principal of Melton, Washington and Ernie Pyle Elementary Schools.

1994: During teaching assignment was a Consultant in Re-Learning Indiana
(1964-1992) Teacher grades four and five self-contained

AFFILIATIONS and VOLUNTEERISM:

Regent University Alumni Association, ASCD, International Reading Association, Institutional Review Board Methodist Southlake, Interfaith Clergy Council of Gary and Vicinity.

Associate Minister; Workshop Facilitator of educational / spiritual seminars and retreats;
Volunteer Chaplain at Methodist Hospitals in Merrillville and Gary; past board member Drifting Dunes Girl Scout Council.

James L. Harris

5601 Madison Street, Merrillville, IN 46410

Tel: 219-884-5222 or 219-880-2110

lharris468@aol.com

james.harris.bygg@statefarm.com

James L. Harris has many years of service in the community as a business leader, a community volunteer, and a steward of the church.

A native of Gary, IN, Harris completed his elementary education in the Catholic schools and later attended Gary Public Schools graduating from Emerson High School where he participated in varsity sports and ROTC. He received a B.S. Degree in Business Management & Administration from Indiana University in Bloomington, IN.

Harris has twenty-eight years of experience in the insurance industry and currently owns and operates a very successful State Farm Insurance Agency in the city of Gary. In addition to the required state licensing, Harris also holds both Series 6 and 63 licenses from the securities industry which allows him to advise and sell both variable insurance products and well as mutual funds. During his 25-year career as a State Farm Agent, Harris has received numerous awards and recognitions. Most notably, he has achieved Legion of Honor status for maintaining consecutive years of profitability; and received the coveted Spirit of State Farm Award for outstanding community service.

Prior to his current service on the Drexel Foundation Board for the Thea Bowman Leadership Academy, Harris also served a term as a member of the School Board. He has served, or is currently serving, in various other leadership capacities including: Finance Council of the Gary Catholic Diocese; Finance Council of the Gary Cluster Parishes; SS. Monica & Luke Church Finance Council; SS. Monica & Luke Parish Council. He served four consecutive one-year terms as President of the Gary Alumni Chapter of Kappa Alpha Psi Fraternity, Inc. plus various other offices and committee chairmanships. Harris has also volunteered many years of coaching youth basketball and Little League baseball in the communities of Gary and Merrillville, IN.

Anne F. Thompson
1159 Whitcomb Street, Gary, IN 46404-1717
219-949-9448 (H) 219-588-0747 © Email: materanne@sbcglobal.net

VITA

FORMAL ACADEMIC PREPARATION

1997-2000	Lay Ministry Certification	Chicago Theological Seminary & Calumet College of St. Joseph
Formerly:	Ed.S., Education Specialist M.A., Classical Latin A.B., Speech, Drama, English Japanese Language Studies Endorsement, K-12, Gifted & Talented Education	Indiana University, Bloomington, IN DePaul University, Chicago, IL St. Louis University, St. Louis, MO Indiana University Northwest, Gary, IN Purdue University, West Lafayette, IN

PROFESSIONAL EMPLOYMENT

1997-2000 Teacher of Jr. High English/Social Studies Diocese of Gary

Gary Community School Corporation:

- Supervisor of Foreign Languages & Facilitator of Speech Activities
- Coordinator, K-12, Academically Gifted Programs
- Coordinator, 3-12, Gifted & Talented Programs & Saturday School
- Adjunct Lecturer, Classical Latin, Indiana University Northwest
- Adjunct Lecturer, Public Speaking, Indiana University Northwest
- Teacher of Latin & English, 7-12 and Teacher of Speech and Drama, 6-12

SPECIAL RECOGNITION & HONORS

- Golden Hoosier Award, State of Indiana
- Sister Thea Bowman Humanitarian Award, Chicago Illinois
- NEILI Intercultural Travel Initiative, University of Maryland
- S-A-I-L (Study Alternative International Languages) Program Award, IDOE
- Escort Direct, Honors Abroad to Italy
- Woman of Distinction, YWCA
- KAPPA DELTA PI, HONORS ASSN IN EDUCATION

COMMUNITY SERVICE

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
CO-FOUNDER THEA BOWMAN LEADERSHIP ACADEMY
CHARTER MEMBER, NATIONAL SORORITY OF PHI DELTA KAPPA, INC., BETA MU CHAPTER
CHARTER MEMBER BOARD, CAMP NEW HAPPENINGS
NAACP LIFE MEMBERSHIP
WEST SIDE THEATRE GUILD

CHURCH ACTIVITIES

ECCLESIAL LAY MINISTRY, DIOCESE OF GARY
KNIGHTS OF PETER CLAVER LADIES AUXILIARY, #289
KPC, LADIES OF GRACE. 4TH DEGREE, #39
ASSOCIATES OF THE SISTERS OF THE BLESSED SACRAMENT
LAY EXTRAORDINARY MINISTER
WEEKDAY MASS LECTOR

PERSONAL:

HUSBAND: DAVID THOMPSON (DECEASED) - MARRIED FOR 53 YEARS
ADULT CHILDREN: REGINA GRACE THOMPSON, GARY, IN
VALERIE DIANNE THOMPSON, WASHINGTON, D. C.
DAVID JOSEPH THOMPSON (CARMEN) LEBANON, PA

1345 Biggor St.
Gary, IN 46404-1839
Phone: (219) 949-8116
Email: tban@prodigy.net

OBJECTIVE: To Serve

QUALIFICATIONS: From newspaper boy, to appliance technician, to steel mill laborer, to welfare case worker, to military officer (culminating with advancement to rank of full colonel and Staff Judge Advocate of a Army Reserve Command) to practicing attorney, to elected official (serving as property tax assessor and mayor for one Indiana's largest Jurisdiction), to manager of one of areas oldest , most trusted family businesses, (practically all of the above being facilitated and embraced-shared in- by a very large family and nearly a half century of marriage to Frances), I have had the good fortune-blessing- of being personally a part of unlimited successful life experiences.

EDUCATION

1954-1958 Bachelor of Science degree, Purdue University
1969-1972 Juris Doctorate degree, DePaul University
1970- 1972 Graduate United Army Command and General Staff College

EMPLOYMENT

1972- Current:: Thomas V. Barnes Law Offices Involved with every aspect of private practice, including civil, criminal, corporate, military (with numerous public law suits- one resulting in election of first African American County Executive).

1978- 1987: Property tax Assessor for Calumet Township, Indiana Elected for three terms.

1988- 1995: Mayor of Gary, Indiana: A position which, included the responsibility for daily administration of governmental-municipal functions of the City of Gary- provided opportunities for interaction with employees, citizens, business and community leaders, state and national officials, involving issues of public health, police and fire protection, environmental safety, neighborhood and economic development , fiscal accountability, governmental integrity , while providing the occasion to meet and greet numerous celebrities and officials in Gary and in different nations, both as mayor and as President of the World Conference of Mayor. Economic ventures, most notably leadership in the introduction and advance of the successful campaign for river boat gambling in the State of Indiana.

1996- Current: Resumption of limited private law practice and family business management and ownership.

CIVIC SOCIAL

Co-founder of Thurgood Marshall Law Association, Chairman of Tolleston Community Food Pantry, member Northwest Indiana Coalition to Abolish Control Unit Prisons, Co-Chairperson World Health Organization meeting in Stockholm, Sweden, Member of Board of Directors- Brothers Keeper men's homeless shelter, co-founder of the Drexel Foundation for Educational Excellence-the organizer of Thea Bowman Leadership Academy, an elementary school with over six hundred students.

Dr. Dale L. Cudjoe, M.Div., D.Min.

5301 Madison St.
 Merrillville IN 46410
 Office Telephone Number: (219) 884-1837
 Office Fax # (219) 884-2580
 E-mail: cudjoe5301@aol.com

Dale L. Cudjoe has been an ordained Elder since 1982 and has served as the Senior Pastor, since 1989 of Christ Temple Church of Christ (Holiness) U.S.A., 4201 Washington Street, Gary, Indiana. This is a church geared to the times but anchored to the Rock. He also has been the President and CEO of the O.W. McInnis Hope Foundation CDC Inc., since 1994. This community based organization "meeting the total needs of man" is a not for profit 501© 3 organization which services the Northwest Indiana area with many services: Alcoholic's Anonymous, Families of Victims of Crime, Job Network and Young Law Abusers. These agencies provide preventive measures for at risk youth and to provide crisis intervention, guidance, family reunification and rehabilitation for law offenders, runaway and homeless youth. An adult Daycare Child Care Facility is provided for employees and volunteers of O.W. McInnis and the community.

Dr. Cudjoe was formerly employed at HHL Financial Services Inc. for seven and one half years, beginning 1986. This is a nationwide health service receivable provider with assets in excess of \$180 million. While there his duties included training of employees in collection and certification in the Fair Debt Collection Practices Act. While he was the Auditor/Trainer of the Midwest Region (Illinois, Missouri and Wisconsin), Dr. Cudjoe also served as Assistant to the Director of Operations.

Dr. Cudjoe began his counseling career while an undergraduate student at Illinois Benedictine College (Benedictine University). He is a certified counselor in pre- and post-marital concerns, and also issues of grief, crisis, family, and substance abuse. He holds certification and membership from Northwest Indiana of Family Services, Inc. Prepare/Enrich Mirage Inc. and the American Association of Christian Counselors.

In 1995 Dr. Cudjoe was appointed by the Presiding Bishop to serve as District President of the Illinois, Indiana & Iowa District Churches and he continues in that position to the present day. He was appointed Northern Diocese (Indiana, Illinois, Iowa, Michigan, Ohio) Convention Program Coordinator in 1994 for the Church of Christ (Holiness) USA. (COCHUSA), He was elected National Corresponding Secretary of (COCHUSA) in its 1996 and 2000 national conventions and served two four year teams. He was reappointed to that position in September of 2007 to serve until July of 2008. He served as Northern Diocese President of the Sunday school and Holiness Young People Union, 1986-1994, Treasurer of the National Publishing Board of COCHUSA, 1988-1996, and has served as a board member from 1988 to present, and currently serves as the board chair since 2004.

He is serving his second elected term as Chairman of the Thea Bowman Leadership Academy Charter School Board since 2003. He was appointed to serve on the Drexel Foundation For Educational Excellence, Inc. in May 2007.

Dr. Cudjoe earned his Bachelors of Music degree in Music Education from Benedictine University (Illinois Benedictine College) 1978. He received the Master of Divinity (M.Div.) and Doctor of Ministry (D.Min.) degrees from Lake Charles Bible College in 2000.

He received the Pastor of the Year Award in the Northern Diocese COCHUSA, for Excellence in Community Service in 1999 and 2003, and has received many other awards from agencies near and far: The Gary Community School Corporation, Gary Local One Church One School, Interfaith Clergy Council of Gary and Vicinity, Church of Christ Holiness USA, Illinois Indiana & Iowa District, the Northern Diocese and the National Convention of COCHUSA and Gary Northwest Indiana Urban League to name a few.

Rose Marie Banks, Ph.D.

2028 Windsor Ct 3
 Schererville, IN 46375
 Tel: 219-865-2908 Fax: 219-322-6489
 Email: rose.banks@ebeglobal.net

Dr. Rose Marie Banks began her private elementary teaching career after completing her bachelor's degree in English from St. Louis University. She continued her pursuit of higher education at Webster College in St. Louis, earning her Master's Degree in the Social Studies. She continued her teaching career in English and/or Social Studies at the junior and high school levels. She later earned her doctorate at St. University with a concentration in the philosophy of education.

She accepted a position as Supervisor of Humanities with the University City Public Schools in University City, Missouri. During that time she received an opportunity to study at the University of Nazan in Nogoya, Japan. She assisted in writing practical applications for teachers in the implementation of Bloom's Taxonomy of Higher Levels of Thinking Skills. She developed strategies for the implementation of a multi-ethnic curriculum. She was appointed to The Arts in Education Committee, funded by John D. Rockefeller to visit Art Museums across the country to introduce the concept of a hands on approach for the museums to reach more children.

She later accepted the challenge to join a team of professors at Indiana State University to assist school districts in developing ethnic studies programs. It was not long before she realized that to develop an instrument was no assurance of the implementation of the concepts. She then accepted the position of Assistant Superintendent for the Hammond Schools, later she joined the Gary Community School Corporation as Administrative Assistant in Secondary Education. She wrote The Health Science Summer Program which was funded by the Methodist Hospitals of Gary and implemented in the Gary High Schools.

After Dr. Banks had enjoyed extensive and rewarding experiences in both the public and private education she retired from public school education. She continued to teach part time at Indiana University in the Department of Minority Studies.

Upon completion of State and Federal requirements she joined The Eley Graham Financial Services, as a Registered Representative through FSC Securities Corporation. In 2003 she retired from Eley Graham Financial Services.

She currently serves on the Diocese of Gary Program and Budget Review Committee. She is also a member of the Thea Bowman Leadership Academy School Board; A member of the Drexel Foundation for Educational Excellence, Inc. and a member of the Executive Board of the Drexel Foundation.



School Board Meeting Minutes

Date: Wednesday, November 18, 2015
 Time: 6:00 p.m.
 Location: Thea Bowman Leadership Academy Media/Library Room

Present: Dr. Shelley M. Fisher, James L. Harris, Atty. W. Ben Sims, Anne F. Thompson, Keisha L. White, Atty. Thomas V. Barnes,

Absent: Excused: Dr. Rose Marie Banks, Dr. Dale L. Cudjoe, Javier Garibay, TLG, LLC
 Not Excused: Ben Clement

TBLA Leadership: Michael Collins, Elementary Principal
 Sarita Stevens, Secondary Principal

ESP: Kris Johnstone, Budget Manager, The Leona Group LLC

Meeting Called to Order:

The Chair Keisha L. White called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Chairwoman White led with the Pledge of Allegiance.

Roll Call:

Dr. Shelley M. Fisher conducted the roll call. A quorum was present to conduct Thea Bowman Leadership Academy business.

I. Approval of September Minutes

Atty. W. Ben Sims moved to accept the October 28, 2015 Board minutes previously circulated by e-mail; seconded by Dr. Shelley M. Fisher. Motion passed unanimously.

II. Board Reports

a. Presidents Report, No Report

b. Governance Committee Report (complete report on file)

- Committee met on November 12, 2015
- Update on various issues that came before the committee are included in the submitted report.

c. Treasurer's Report, James L. Harris

- Issues with a hold of several purchase orders that need clarification and corrections regarding logos and artwork on stationary.
- There are also purchase orders on hold due to the cost of athletic uniforms (basketball, cheerleading, and volleyball) and other items exceeded the approved spent amount.
- *James L. Harris motion to allow the Treasurer to meet with the Principal and the Athletic Director to review the purchase order process and to order only the necessary uniforms so the purchase orders can be released, seconded by Anne F. Thompson. Motion passed unanimously.*

III. ESP Reports

a. The Leona Group LLC (complete report on file)

Kris Johnston

- Presented October 2015 Financials
- *James L. Harrls motion to accept the Finance report as presented, seconded by Atty. W. Ben Sims. Motion passed unanimously.*

b. School Leaders

i. Elementary - Michael Collins- (complete report on file)

- Provided an update on enrollment
 - o Kindergarten 99
 - o 1st Grade 97
 - o 2nd Grade 95
 - o 3rd Grade 108
 - o 4th Grade 92
 - o 5th Grade 88
 - o 6th Grade 76
 - Total: 655
- Staff Professional Development
 - o November 11, 2015: Skills Navigator
 - o November 11, 2015: Grade Level Team Meetings
 - o November 18, 2015: SLO On Planning for new K-6 Teachers
- Action Plan for students to remediate identified areas of academic needs in math or reading. As teachers work through this plan, they will adjust as needed.
 - o Extended day tutorial program from 3:30-4:30pm Monday, Tuesday, Thursday, Friday
- A schedule of student activities was shared
- IDOE visit: Pleased with classrooms observations and the operations of the campus. Received positive comments regarding the documentation provided regarding the instructional assistance of students, monitoring of funds and the building. The area of concern was regarding the tracking of equipment issued.

ii. Secondary Report – Sarita Stevens (complete report on file)

Middle and High School

- ISTEP preliminary scores were released November 6, 2015. Overall in state there was a decline of 20-35%.
- TBLA preliminary 2014-2015 scores compared to the 2013-2014 scores as follows:
 - o Math 7th Grade: 31% compared to 49.1% last year
 - o Math 8th Grade: 16% compared to 48.6% last year
 - o ELA 7th Grade: 54% compared to 56.9% last year
 - o ELA 8th Grade: 38% compared to 56.1% last year
- State Superintendent Glenda Ritz is proposing schools carry over their 2013-2014 grades to the 2014-2015 school year and schools facing State takeover following six years of failing ratings be given additional support and another year to improve. All this due to the implementation of a new ISTEP-Plus standardized test. Legislation that supports this proposal is currently under discussion.
- A new schedule for this quarter has been implemented to alleviate late lunches and to begin the Success Labs for Math and English. The labs are designed to reteach, remediate and to enrich.
- A Credit Recovery Lab has also been designed for seniors who are in need of credits to graduate. The lab provides online classes.

- A schedule on student activities was shared

IV. Old Business

No old business

V. New Business

Action Items:

- i. *Atty. Thomas V. Barnes motion to accept Waste Management's Contractual Agreement for waste removal seconded by Dr. Shelley M. Fisher. Motion passed unanimously.*
- ii. *Anne F. Thompson moved to approve the new stationary with just the TBLA original logo on it, seconded by Dr. Shelley M. Fisher. Motion passed unanimously.*

- Chairwoman White asked for a report for the next board meeting from all leaders on what TBLA is doing to improve the ISTEP scores as well as a report for current high school seniors; how many are on point with graduation requirements, how many are missing credits. She also asked to see data on specifically TBLA senior students who have been together since 7th grade and what their progress has been here at TBLA.
- Chairwoman White discovered through the IDOE visit that there is funding set aside under Title II for the retention and retention and recruitment of certified teachers and administrators. A comprehensive plan will be designed by the Board and The Leona group to make sure TBLA can retain and recruit.
- Chairwoman White assigned an ad hoc committee for Transportation chaired by Atty. W. Ben Sims and co-chaired by Dr. Shelley M. Fisher.

VI. PTCA Report –no report

VII. PTSA Report – no report

VIII. Announcements – Member Concerns

Various comments and concerns were shared from the Board

IX. Comments from the public- No Public Comments

Chairwoman White adjourned meeting at 7:24 p.m.

Dr. Shelley M. Fisher Secretary

Keisha L. White, Chair



School Board Meeting Minutes

Wednesday, December 16 2015

Time: 6:00 p.m.
 Location: Thea Bowman Leadership Academy Media/Library Room

Present: Dr. Shelley M. Fisher, James L. Harris, Atty., Anne F. Thompson, Keisha L. White, Atty.
 Thomas V. Barnes, Dr. Dale L. Cudjoe

Absent: Atty. W. Ben Sims, Dr. Rose Marie Banks

TBLA Leadership: Michael Collins, Elementary Principal
 Sarita Stevens, Secondary Principal

ESP: Javier Garibay, VP, The Leona Group LLC

Meeting Called to Order:

The Chair Keisha L. White called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Chairwoman White led with the Pledge of Allegiance.

Roll Call:

Dr. Shelly M. Fisher conducted the roll call. A quorum was present to conduct Thea Bowman Leadership Academy business.

I. Approval of September Minutes

- Chairwoman White requested that all Board Members call her directly if they are to be absent.
- James L. Harris moved to accept the November 18, 2015 Board minutes with corrections; seconded by Dr. Dale L. Cudjoe. Motion passed unanimously.

II. Board Reports

a. Governance Committee Report (No Report, Committee Did Not Meet)

- Chairwoman White requested that the Governance Committee submit a report on where they are advertising for new Drexel Board Members.

b. Ad Hoc Transportation Committee

Committee Chair Atty W. Ben. Sims was not available to provide an update.

Javier Garibay, VP, The Leona Group LLC, shared his findings on student transportation.

- Cost of a used school bus would run from \$15,000 through \$18,000
- Cost of a new bus would run from \$80,000 through \$100,000
 A company in Indiana does sell the buses. A company in Illinois can provide lease arrangements.
- Cost of maintenance and fuel on an average would run \$18,000 through \$22,000
- Cost of a full time driver with one bus aide including health insurance for the bus driver would be \$35,000
- Insurance for the bus would run about \$800 per year
- Cost for the 1st year per bus on the high end would be approximately \$76,000 (this includes the cost of the bus)
- Cost of the 2nd year per bus would run from about \$42,000 through \$57,000
- Cost is still cheaper than having an outside company provide the service
- The company that is providing service to the Lighthouse Charter School would not consider providing the service for TBLA.

- Will continue to research and have more information in the Spring.

III.

ESP Reports

a. Treasurer, James L. Harris,

The Leona Group LLC (complete report on file)

- Presented November 2015 Financials
 - o Revenue is being received at budgeted amounts
 - o The checkbook register is current through November 30, 2015
 - o Expenditures are being incurred at the budgeted amounts
 - o There are no aged payables over sixty days
 - o Cash flow is adequate to meet the obligations of the Academy
 - o Audit is still in progress
 - o AQS has delayed the audit
 - o A question was brought up regarding club monies, the school leader reported the information to the Board.
- James L. Harris moved to accept the Finance report, seconded by Dr. Shelley M. Fisher. Motion passed unanimously.

b. School Leaders

i. Elementary - Michael Collins (complete report on file)

- Provided an update on enrollment.
 - o Kindergarten 100
 - o 1st Grade 96
 - o 2nd Grade 95
 - o 3rd Grade 104
 - o 4th Grade 91
 - o 5th Grade 82
 - o 6th Grade 74
 - Total: 642
- Staff Professional Development
 - o December 2, 2015: Skills Navigator
 - o December 9, 2015: Classroom Management
- Progress reports were issued on December 3, 2015
- Fall formal evaluations of all staff will be completed on December 15, 2015
- Hired a Special Needs Teacher on November 23, 2015 for the 4th - 6th grade level
- A schedule of student activities and events was shared
- NWEA Testing- January 19 through February 5, 2016
- Chairwoman White requested a report from Mr. Collins to see how the students are progressing with the tutoring provided.

ii. Secondary Report - Sarita Stevens (complete report on file)

Middle and High School

Provided an Update on Enrollment

- o 7th Grade 67
- o 8th Grade 92
- o 9th Grade 121
- o 10th Grade 104
- o 11th Grade 106
- o 12th Grade 101
- Total: 591
- ECA Early Winter Testing - December 7 - December 16, 2015. This early testing was given to students that were not successful on one or both of the End of Course Assessment last school year.
- Students in the 2016 Graduation cohort must pass both the Algebra I and English ECA's to receive a Core 40 Diploma. TBLA held several weeks of after school tutoring on Mondays, Tuesdays and Thursdays from 4pm-6pm.
- A schedule of student activities and events was shared

- Holiday break will be from December 18, 2015 and returning Monday January 4th, 2016.
- Special Education report was submitted by Ms. Simmons
- Civil Rights report has been completed so we are in compliance with the IDOE.
- Formal staff evaluations are scheduled to be completed by January 15, 2016

IV. Old Business

- a. Elementary Report – Michael Collins
 - i. ISTEP Plan to Improve Scores
 - ISTEP detailed reports have not been received
 - Continuing the extended day program which has 150 elementary
 - Classes are at capacity, classes have an average of 18 students
 - Once detailed reports are received, reviews will be conducted per student and recommendations from teachers/parents/students and will be taken into consideration to help the students improve their Math and Reading scores.
- b. Secondary Report- Sarita Stevens
 - i. ISTEP Plan to Improve Scores
 - Last month preliminary scores were released. TBLA showed a 30% decline which was in-line with a state wide decline in scores. The scores will probably not be used due to legality issues.
 - High School students and parents can log in and track their progress through the Skills Navigator. It is interactive and shows the students where they are. Ball State purchased the program for all their charter schools.
 - A concern was brought up about the low scores and a question regarding the use of Title I/II Funds to help improve the student scores. Title I funds can be used for equipment, training, school improvement personnel & Title II funds can be used for high qualification of teachers or professional development. The state is very strict in how money is used.
 - Dr. Shelley M. Fisher has volunteered to meet with school leaders to develop a professional development program and to use the Title I and Title II correctly and in compliance with IDOE.
 - ii. Seniors – Strong Push for 100% graduation rates
 1. Total On Target for Graduation
 - Only 1 student is not on target
 2. Total Missing Credits
 - 2 students
 - There are 11 students that are eligible for early graduation all Core 40 credits are complete. Students can choose to take electives to continue the next quarter. They can take online courses or take a college course. They can be invited to come back for graduation ceremonies in May.
 - TBLA is getting clarification from the state as to our accountability if they are to be on our roster. They can get credits for Co-Op.
 - TBLA to do whatever we can so the students can succeed and transition into the real world and on to college.
 3. Total of Students that have matriculated with TBLA since 7th grade (or longer) and what has been their progress.
 - To get report on this by next Board meeting.

V. New Business

- a. Action Items
 - i. James L Harris moved to accept the extended six-month service integrated services Digital Network Primary Rate Interface ("ISDN PRI") contract with AT&T; seconded by Anne F. Thompson. Motion passed unanimously.
 - ii. Atty. Thomas V. Barnes moved to accept the athletic policy as presented by James L. Harris, Drexel Board Treasurer with the correction of replacing the proper name to "by the administrative assistant of the Drexel Foundation"; seconded by Dr. Shelley M. Fisher. Motion passed unanimously.

- iii. *Atty. Thomas V. Barnes moved to accept fund collection policy as presented by James L. Harris, Drexel Board Treasurer; seconded by James L. Harris. Motion passed unanimously.*
- iv. *James L. Harris moved to accept the snow removal service contract from Express Lawn Care and Snow Removal with the correction of \$12 per 50lb bag of salt; seconded by Atty. Thomas V. Barnes. Motion passed unanimously.*

b. Emergency School Closing.

- i. *Emergencyclosingcenter.com is the most used advisory news board*
- ii. *Make sure teacher and staff phone number contact list is current and up to date*

VI. PTCA Report –Genesis Jones (oral report)

- *Gave 4 gift cards to needy families for Thanksgiving*
- *Community Parent Meeting was held. Issues brought forth; communication, high teacher turnover and retention*
- *Looking to join the National State PTA*
- *Next Meeting January 25, 2016 at 5pm at the library*

VII. PTSA Report – No Report

VIII. Announcements – Member Concerns

Various comments and concerns were shared from the Board

IX. Comments from the public- No Public Comments

Chairwoman White adjourned meeting at 7:47 p.m.

Dr. Shelley M. Fisher Secretary

Keisha L. White, Chair



DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
D.B.A. THEA BOWMAN LEADERSHIP ACADEMY
 3401 West 5th Avenue, Gary, Indiana 46406



School Board Meeting Minutes

Wednesday, January 27, 2016

Time: 6:00 p.m.
 Location: Thea Bowman Leadership Academy Media/Library Room

Present: Dr. Rose Marie Banks, Atty. Thomas V. Barnes, Dr. Dale L Cudjoe, Dr. Shelley M. Fisher, James L. Harris, Atty. W. Ben Sims, Anne F. Thompson, Keisha L. White

TBLA Leadership: Michael Collins, Elementary Principal
 Sarita Stevens, Secondary Principal

ESP: Javier Garlbay, VP, The Leona Group LLC
 Kris Johnstone, Budget Manager, The Leona Group LLC

Meeting Called to Order:

The Chair Keisha L. White called the meeting to order at 6:02 p.m.

Pledge of Allegiance:

Chairwoman White led with the Pledge of Allegiance.

Roll Call:

Dr. Shelly M. Fisher conducted the roll call. A quorum was present to conduct Thea Bowman Leadership Academy business.

I. Approval of December Minutes

- Atty. W. Ben Sims moved to accept the December 16, 2015 Board minutes; seconded by Dr. Shelley M. Fisher. Motion passed unanimously.

II. Board Reports

a. Governance Committee Report (complete report on file)

- Atty. W. Ben Sims gave an update on potential candidates for the Drexel Foundation Board. An outline of past procedures for directorship on the Drexel Foundation for Educational Excellence, Inc. was reviewed.
- Dr. Shelley M Fisher moved to accept the Governance Report as presented; seconded by Dr. Dale L. Cudjoe. Motion passed unanimously.

III. ESP Reports

**a. Treasurer, Kris Ann Johnstone, Budget Manager
 The Leona Group LLC (complete report on file)**

Presented December 2015 Financials.

- James L. Harris moved to accept the Finance report as presented, seconded by Dr. Dale Cudjoe. Motion passed unanimously.

b. School Leaders

i. Elementary - Michael Collins- (complete report on file)

- Michael Collins provided an update on enrollment and reported an increase in enrollment by ten students since January 8, 2015
 - o Kindergarten 103
 - o 1st Grade 96
 - o 2nd Grade 96
 - o 3rd Grade 105
 - o 4th Grade 92
 - o 5th Grade 82
 - o 6th Grade 76
 - Total: 650

- Staff Professional Development
 - o January 6, 2016: New ISTEP
 - o January 13, 2016: ISTEP Strategies – Close Reading
 - o January 20, 2016: Grade Level Team Meetings
 - o School Leadership Team Meeting to discuss the development of common mini assessment to monitor student progress toward mastering Indiana Academic Standards.
- Town Hall Meeting at TBLA – High School – January 15th – 16th, 2016
- NWEA Begins - January 19, 2016
- PTCA /Parent Involvement Meeting – January 21, 2016
- Family Night for National School Choice Week - January 21, 2016
- A schedule of student activities and events, was shared

ii. **Secondary Report – Sarita Stevens (complete report on file)**
Middle and High School

Provided an Update on Enrollment

o 7 th Grade	74
o 8 th Grade	94
o 9 th Grade	123
o 10 th Grade	105
o 11 th Grade	108
o 12 th Grade	<u>103</u>
Total:	608

- NWEA Winter Testing for seventh grade has completed and eighth grade is currently testing.
- Eighth Grade Graduation Parent Meeting – February 1, 2016
- College and Career Readiness Report – To date, eighty college acceptances and twenty-one scholarships awarded.
- Magic Johnson Workshop was attended by ten champion students, in the ECIER Foundation and the girls’ and boys’ basketball team January 13, 2016
- Students will be attending the 30th Annual HBC College Tour. Tour will take place from March 27th – April 2nd. Students will visit Clark, Spelman, Morehouse, Fisk Tuskegee, Florida A&M, and Tennessee State University. The cost of the tour is \$500.00 per student, which includes transportation and lodging. Instructional Coach Leah Hogan will accompany Thea Bowman Students.

IV. Old Business

Data Summary Report given by Mrs. Skaggs (complete report on file)

- Copies of the Data Summary Report was shared with the Board

a. Elementary Report

- Weakness were identified in Math and Literature (non-fiction, understanding the text).

i. ISTEP Plan to Improve Scores

- Tutoring is in progress for test preparation.

b. Secondary Report

- The high school showed a weakness in Mathematics (Geometry).

i. ISTEP Plan to Improve Scores

- In the high school to prepare for testing a “pull out” program is being used; this aligns with the Eight-Step Process.

V. New Business

a. Action Items

- i. *Jame L. Harris motion to accept the E-Rate Proposal as presented; seconded by Dr. Dale Cudjoe. Motion passed unanimously.*

ii. *James L. Harris motion to accept the 5th Amended Bylaws as presented; seconded by Dr. Dale Cudjoe.*

Aye: Dr. Dale Cudjoe, James L. Harris, Keisha White, Atty. W. Ben Sims, Anne F. Thompson, Dr. Shelley M. Fisher

Nay: Atty. Thomas B Barnes:

Abstained: Dr. Rose Marie Banks

The ayes have it, the motion carries by 2/3rds vote.

VI. PTCA Report –Genesis Jones (oral report)

- PTCA Officers announced
- Genesis Jones – President
- Tanisha Smith – Vice President
- Oteesa Cobb – Secretary
- Jermaine Mead – Treasurer

VII. PTSA Report – Pamela Stalling (oral report)

- PTSA Officers announced
- Pamela Stalling – President
- Lisa A. Johnson – 1st Vice President
- Stacy Hatten Jones – 2nd Vice President
- Recording Secretary – Joi Adams

VIII. Announcements – Member Concerns

Various comments and concerns were shared from the Board

IX. Comments from the public- No Public Comments

- Tarryl Bonds - Citizen
- Genesis Jones – Parent/ President of the PTCA
- Jori Moore - Parent

Chairwoman White adjourned meeting at 7:21 p.m.

Dr. Shelley M. Fisher Secretary

Keisha L. White, Chair

MICHAEL COLLINS

2056 Dogwood Trail Apt 2A Merrillville, IN 46410 219-678-3693 mcollins@tbla.email

OBJECTIVE

To continue in my current position as Principal of Thea Bowman Leadership Academy, where my experience and expertise in educating children has allowed me to provide quality leadership for teachers and support staff.

SUMMARY OF QUALIFICATIONS

- Elementary and Middle School for 15 years
- School Counselor for 5 years
- Elementary and Middle school principal for the past 13 years
- Bachelor of Science in Education
- Master of Science in Education
- Complete assignments to a level which often exceeds expectations.
- Accepts new challenges with tremendous enthusiasm.
- Passionate about making a positive difference in the lives of children.

WORK EXPERIENCE

- | | |
|---|--------------|
| Thea Bowman Leadership Academy, Gary, IN
Principal, Thea Bowman Elementary | 2015-Present |
| Gary Community School Corporation, Gary, IN
Dean of Students, West Side Leadership Academy | 2014-2015 |
| <ul style="list-style-type: none">• Given the responsibility to ensure a safe and orderly school environment. | |
| Gary Community School Corporation, Gary, IN
Principal, Dunbar-Pulaski Academic and Career Academy | 2012-2014 |
| <ul style="list-style-type: none">• Successfully implemented the district's new teacher evaluation design.• Provided high quality professional development opportunities for staff. | |
| Gary Community School Corporation, Gary, IN
Principal, Dr. Bernard C. Watson Academy for Boys | 2009-2011 |
| <ul style="list-style-type: none">• Established effective parent training programs.• Successful in helping to secure a three million dollar school improvement grant. | |
| Gary Community School Corporation, Gary, IN
Served the school district in the capacities of Principal, Counselor, Teacher | 1979-2009 |
| <ul style="list-style-type: none">• Consistently received excellent teacher evaluation ratings.• Charged with the responsibility of counseling individual and small groups of children toward social and emotional growth. | |

EDUCATION

M.S. Elementary Education, Indiana University Northwest, Gary, IN	May, 1983
B.S. Elementary Education, Indiana University, Bloomington, IN	Jan, 1979
Elementary Administration and Supervision course work completed	May, 2000
Building Level Administrator course work completed	Dec, 2005
School Counselor course work completed, Purdue, Calumet	May, 1995

TECHNOLOGY SKILLS

Capable of demonstrating effective use of a variety of educational technology devices.

ACTIVITIES AND INTERESTS

Billiards, Basketball, Swimming, Chess, Jogging, Ping-Pong, Playing Guitar, tutoring students

REFERENCES

Available upon request

Sarita Ann Stevens

849 West 79th Avenue
Merrillville, IN 46410
219-730-5552
saritaastevens@gmail.com

Career Profile

Proficient school administrator with several years experience at the district level in public relations, curriculum and instruction, professional development, strategic planning, business/community partnership development and resource management. Strengths include: information and media management, leadership, writing and communications skills, knowledge of Career and Technical Education policies and programs.

Qualifications

Principal's License (K-12)

Director of Career and Technical Administrative License (K-12)

Professional Teacher's License-Journalism/Marketing/Business (6-12)

Notable Achievements

- Served on the District Leadership Team for 8 years under three superintendents (2006-present)
- Research and prepare position papers, reports, presentations and speeches for district projects to assure alignment with brand and communications strategy. (2007-present)
- Served on the district's School Reconfiguration Planning Committee that resulting in eliminating \$12 million dollars from the district's annual budget (2008-2010)
- Collaboratively wrote Career Academy conversion plans for three high schools (2008)
- Assisted in the alignment of career pathway across secondary curriculum (2009-2010)
- Wrote the plan and vision for "A Gary Promise" student achievement/scholarship initiative (2014)
- Organized a scholarship banquet featuring NBA legend Earvin "Magic" Johnson and raised over \$125,000 on behalf of the Gary schools (2014)
- Annually organize and secure funds for the Parade for Education, Gary, Indiana's largest parade (2007-Present)
- Led various teams of volunteers to successfully facilitate school projects (2006-present)

Education

B.A. Journalism/Mass Communication – Marketing Minor
Iowa State University - Ames, Iowa

M.S. Education/Curriculum and Instruction
Purdue University - Hammond, Indiana

Education Administration
Indiana Wesleyan University, Marion, Indiana

Career and Technical Education Leadership Program
Purdue University – West Lafayette, Indiana

Employment History

Middle/High School Principal
Thea Bowman Leadership Academy

2015- Present
Gary, Indiana

- Manage schools administrative functions for the purpose of maintaining order and stable school operations
- Establish and promoted high expectations through developing a strong professional learning community and collaborative environment
- Promote a school environment where staff and students are supported and encouraged to achieve their greatest potential
- Supervise the instructional programs of the school to ensure the use of best educational practices and a variety of instructional method that focus on student-centered learning
- Assisted
- Developed the School Readiness Committee to ensure smooth school operations for the 2015-16 school year
- Formed a Human Resource Committee to recruit and hire new staff
- Created a professional development committee to identify staff training needs and facilitate a training schedule
- Developed a marketing and student recruitment plan for TBLA
- Competed federal and state mandated reports
- Developed a Community Resource Map to create strong and effective community collaborations that directly impact the lives of students and their families
- Used communications skills to inform parents and stakeholders through newsletters, social media updates and messaging systems
- Completed the Civil Right Compliance Report for United States Department of Education

Lead the Collaboration to:

- Developed the Master Schedule and course description handbook to ensure a sequential learning experience
- Improve the school's Culture and Climate using the Positive Behavioral Interventions and Support PBIS methods and reduced out of school suspensions.
- Revised the Student Code of Conduct Handbook
- To select the 8-Step Instructional Framework and Charlotte Danielson Framework for Teaching
- Complete Charter School Application Submission to Ball State University
- Complete the Title I, IIA and School Improvement Grant (SIG) 1003G grants

District Administrator
Gary Community School Corporation

2006-2015
Gary, Indiana

- Developed and disseminated all internal and external information
- Created an effective line of communications to building leadership for the implementation of school wide educational best practices
- Facilitated the rebranding and improved image of the Gary Community School Corporation through a new website design, social media and parental and community outreach projects.
- Wrote, frequently update and manage district's marketing plan
- Plan, direct, coordinate and evaluate media and constituent relations on behalf of the district.

Sarita A. Stevens

- Serves as the primary spokesperson for routine, highly sensitive, complex and emergency media situations.
- Prioritize communications and public relations needs and direct appropriate and timely response to media and constituent inquiries.
- Facilitate the dissemination of internal and external information to appropriate target audiences
- Compose press releases, fact sheets, brochures, newsletters and other print documents to enhance long and short term communication program.
- Developed and maintains accurate records of the district's public relations efforts
- Collaborate with other district/building level administrators and other staff members to publicize special events, performances, exhibitions and/or special programs sponsored by the schools and departments
- Coordinated recognition programs for employees and students
- Managed city, state and national media campaigns concerning current education topics

Station Manager
WGVE 88.7 FM Radio/TV Department

1997-2006
Gary, Indiana

- Planned, coordinated and directed the operations of the radio station to ensure compliance with all federal, state and public broadcasting regulations
- Increased the WGVE income revenue by 60% in one year through underwriting and time brokerage
- Supervised personnel; which includes; recommendations for hiring, firing, performance evaluation, training, work allocation and problem resolution
- Designed and coordinated fundraising activities and other projects
- Work with the Board of Directors to develop new programming and/or to revise existing programming
- Coordinated the production of all public service announcements and other local programming.
- Developed and managed annual department budget
- Developed and coordinated grant proposals and underwriting campaigns
- Assisted in the annual budget planning process and regularly monitors expenditures
- Generated and maintained station records, reports, and submissions, to include all federal and state regulatory reporting requirements
- Performed on-air programming, interviews, and announcements as appropriate
- Developed a community of communicators through volunteer networks

Professional Development

- Differentiated Instruction/Multiple Intelligences
- Charlotte Danielson Framework for Teaching
- RISE Teacher Evaluation Model
- Integrating Common Core State Standards/Next Generation of Assessments
- 8-Step Instructional Strategies
- 21st Century School Leadership
- AIMS Disciplinary Strategies
- Response to Intervention Instructional Strategies

Organizations and Affiliations

- Association of Career and Technical Education
- National Association of State Directors of Career and Technical Education
- National School Public Relations Association
- Association for Supervision and Curriculum Development

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

DEPARTMENT OF THE TREASURY

Date: MAY 24 2005

DREXEL FOUNDATION FOR EDUCATIONAL
EXCELLENCE INC
C/O THOMAS V BARNES
PO BOX 4661
GARY, IN 46404-0661

Employer Identification Number:

35-2125768

DLN:

304310063

Contact Person:

SHERRY Q WAN

ID# 31052

Contact Telephone Number:

(877) 829-5500

Date of Exemption:

February 2001

Internal Revenue Code

Section 501(c)(3)

Dear Applicant:

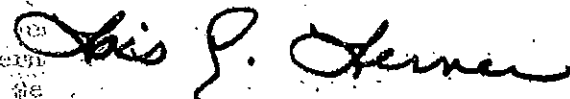
Thank you for submitting the information shown on the enclosure. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,



Lois G. Lerner

Director, Exempt Organizations
Rulings and Agreements

RECEIVED

BY *LWB* DATE *5/27/05*

Letter 976 (DO/CG)

DREXEL FOUNDATION FOR EDUCATIONAL

Item Changed	From	To
FOUNDATION CLASSIFICATION	170 (b) (1) (A) (vi)	170 (b) (1) (A) (ii)
CORPORATE NAME	Saint Katharine Drexel Foundation for Educational Excellence Inc.	Drexel Foundation for Educational Excellence Inc

CHARTER SCHOOLS

You are not subject to the requirements of Revenue Procedure 75-50, 1975-2 C.B. 587, so long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50.

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ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION (NONPROFIT)

State Form 4161 (R10 / 1-03) / Corporate Form No. 364-2 (May 1988)
Approved by State Board of Accountants 1995

2001030100507

INDIANA SECRETARY OF STATE RECEIVED

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

2008 APR 11 PM 1:59

Indiana Code 23-17-17-1 et seq.
FILING FEE: \$30.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Secretary of State
Packet: 2001030100507
Filing Date: 04/11/2008
Effective Date: 04/11/2008

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

APPROVED
FILED
NO STATE

The undersigned officer of the Nonprofit Corporation named in Article I below (*hereinafter referred to as the "Corporation"*) desiring to give notice of corporate action effectuating Amendment(s) to the Articles of Incorporation, certifies the following facts:

This Corporation exists pursuant to: (check appropriate box)

- The Indiana Not-For-Profit Corporation Act of 1971 (IC 23-7-1.1) as amended.
- Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)
- Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1) as amended

ARTICLE I - Amendment(s)

SECTION 1: The name of the Corporation is:

Drexel Foundation For Educational Excellence, Inc.

SECTION 2: The date of Incorporation of the Corporation is:

February 20, 2001

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:

Drexel Foundation For Educational Excellence, Inc.

SECTION 4

The exact text of Article(s) PURPOSE of the Articles of Incorporation is now as follows.

Article II, entitled Purpose shall be amended to read as follows:

- (A) To carry out such development and fund raising activities in accordance with sound and professional fund raising practices.
- (B) To support enhanced educational programs and opportunities in the City of Gary for children.
- (C) To distribute scholarship funds per direction of donors and as agreed to with participating school(s).
- (D) To establish and support urban schools by creating, implementing, and maintaining educational programs and opportunities through one or more elementary and/or secondary charter schools.

SECTION 5

The date of adoption of the amendment to the Article(s) PURPOSE was March 13, 2008

FILED

13

ARTICLE II - Manner of Adoption and Vote

SECTION 1: Action by Board of Directors

The Board of Directors duly adopted a resolution proposing to amend the Article(s) of Incorporation: *(select one)*

- At a meeting held on March 13, 20 08, at which a quorum of such Board was present. Indiana Secretary of State
Packet: 2001030100507
Filing Date: 04/11/2008
Effective Date: 04/11/2008
- By written consent executed on _____, 20 _____, and signed by all members of such Board.

SECTION 2: Action by members

IF APPROVAL OF MEMBERS WAS NOT REQUIRED:

The Amendment(s) were approved by a sufficient vote of the Board of Directors or Incorporators and approval of members was not required.
 Yes No

The Amendment(s) were approved by a person other than the members, and that approval pursuant to Indiana Code 23-17-17-1 was obtained.
 Yes No

IF APPROVAL OF MEMBERS WAS REQUIRED:

	TOTAL	MEMBERS OR DELEGATES ENTITLED TO VOTE AS A CLASS		
		1	2	3
MEMBERS OR DELEGATES ENTITLED TO VOTE	10			
MEMBERS OR DELEGATES VOTED IN FAVOR	7			
MEMBERS OR DELEGATES VOTED AGAINST	0			

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Signature of *(Print Name)* Officer

Anne F. Thompson

Printed name of Officer

Anne F. Thompson

Title of Officer

President

FIFTH AMENDED BYLAWS
JANUARY 27, 2016

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
Post Office Box 4661, Gary, Indiana 46403

FIFTH AMENDED BYLAWS
Drexel Foundation for Educational Excellence, Inc.
/ DBA/ Thea Bowman Leadership Academy
Gary, Indiana

ARTICLE ONE: PURPOSES

1.1 The nature of the activities to be conducted, and the purposes to be promoted or carried out by Drexel Foundation for Educational Excellence, Inc. (the Foundation), shall be exclusively charitable and educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 (the "Code").

The Foundation holds the charter of Thea Bowman Leadership Academy (TBLA), which offers primary and secondary education to students in the City of Gary, Indiana, and surrounding districts. It provides for enrichment and enhanced educational opportunities for these and other students to insure a quality public education.

1.2 No part of the property or net earnings of the Foundation shall inure to the benefit of or be distributable to the Foundation's Directors, officers or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensations, and reimburse reasonable expenses incurred for services rendered, and to make payments and distributions in furtherance of the purpose set forth in this Article.

1.3 No substantial part of the activities of the Foundation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements), any campaign on behalf of any political candidate for public office. Notwithstanding any other provisions of these Bylaws, the Foundation shall not carry on any other activities not permitted to be carried on by a Foundation exempt from federal income tax under Section 501 (c) (3) of the Code, contributions to which are deductible under Section 170 (c) (2) of the Code.

1.4 The duration of the Foundation is perpetual.

1.5 Upon dissolution or termination of the existence of the Foundation, all of its property and assets shall, in a manner consistent with applicable federal and state laws and regulations, and after payment of the lawful debts of the Foundation and the expenses of its dissolution or termination, be delivered, conveyed and paid over exclusively to a nonprofit corporation designated by the Foundation's Board of Directors. Upon dissolution of the Foundation, no part of the Foundation's receipts or assets shall inure to the benefit of any individual.

1.6 References in these Bylaws to sections of the Code shall be deemed to include references to the corresponding provisions of any future amendments to the Internal Revenue Code and to the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE TWO: OFFICES

2.1 The Foundation may have its offices at such place or places within the State of Indiana as the Board of Directors may from time to time determine.

ARTICLE THREE: MEMBERS

3.1 The Foundation shall have no members.

ARTICLE FOUR: DIRECTORS

4.1 The activities, property and affairs of the Foundation shall be managed by its Board of Directors, which is empowered to exercise all such powers of the Foundation and to do all lawful acts and things as are authorized by law, by the Foundation's Articles of Incorporation or Bylaws. To the extent permitted by law, the Board of Directors may delegate power and authority in the exercise of its duties and responsibilities to its duly elected and duly appointed Committees, and to its duly appointed officers or other such qualified agents.

4.2 The Board of Directors shall consist of not less than nine (9) and not more than fifteen (15) members.

4.3 Directors shall be elected by a majority vote of the Board at its annual meeting.

4.4 Directors shall belong to the Drexel Foundation for one four-year term. Directors may reapply for another term. All re-appointees must be voted on by the Directors at the annual meeting. Directors are only eligible for two terms. If any vacancy on the Board shall occur, the remaining Directors shall continue to act, and any such vacancy may be filled by the vote of a majority of the Directors then in office.

4.5 The President and Treasurer shall be on the same term. These two positions will be voted on during the even years. The Vice President and Secretary shall be on the same term. These two positions will be voted on during the odd years.

4.6 Any one or more Directors may be removed with cause at any time by a two-thirds majority vote of the Directors then serving at any regular or special meeting of the Board of Directors duly called and notice duly given of such purpose.

4.7 Board of Directors must be residents of the state of Indiana and that at least half of the members of the board of directors be residents of the state of Indiana and that at least half of the members of the board of directors be residents as of the date of initial election of a county from which the Organizer's school has enrolled students.

4.8 All new Directors must undergo training approved by the sponsor of the school operated by the Organizer.

4.9 Directors are prohibited from serving on the board if you have committed an offense set forth in Indiana Code 20-26-5-11(b) or any successor statute, or any offense substantive equivalent to any offenses listed in Indiana Code 20-26-5-11 (b), unless such individual is authorized to sit on the Organizer's board by the Executive Director of OCS.

ARTICLE FIVE: MEETINGS OF THE BOARD OF DIRECTORS

5.1 The annual meeting of the Board of Directors shall be held in the month of June. Officers and new Directors shall be elected at the annual meeting. In addition, regular meetings of the Board of Directors shall be held **at least ten (10) times** during each fiscal year at such time and place as the Chairman shall designate.

5.2 Special meetings of the Board of Directors may be called at any time by the Chairman. Special meetings of the Board of Directors may also be called by the Secretary upon the written request of three (3) or more Directors. Special meetings shall be held at such date, time and place as the Chairman shall designate, provided that any special meeting called upon the written request of three (3) or more Directors shall be held not later than ten (10) business days after the Secretary shall have received such request, at such date, time and place as the Secretary shall designate.

5.3 Notice of all special meetings of the Board of Directors shall be given by serving such notice to each Director in person, by telephone, by mail or by electronic mail. Notice shall be sent to each Director's last known phone number, home or office address, or e-mail address in sufficient time to be received at least forty-eight (48) hours (2 days) prior to the time of the meeting. The notice shall state the date, time and place of the meeting and a general description of the business to be transacted.

5.4 At any duly called meeting of the Board of Directors a majority of the directors officially elected at that time shall constitute a quorum for the transaction of business. Except as otherwise provided by law or in these Bylaws, all actions and decisions of the Board of Directors shall be by a majority vote of all Directors present and voting. Abstentions shall be counted with the majority for the purposes of deciding motions. There shall be no voting by proxy or other representative method.

5.5 If Directors severally or collectively consent in writing or by email to any action to be taken by the Board, and the number of such Directors constitutes a quorum for such action as described in 5.4 above, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors. The Secretary shall file and authenticate such consents with the minutes of the meetings of the Board of Directors.

5.6 The Board of Directors shall carry out the policies, and shall have charge of the management of the Foundation, including the hiring of all employees whose compensation they shall determine, and shall cause the books and accounts of the Treasurer to be examined periodically, and to be reviewed annually and audited periodically by a Certified Public Accountant.

5.7 Each Board member shall be required to report his or her inability to attend a meeting to the Chairman, Vice-Chairman or Secretary—in that order. In unusual circumstances, a Director who may otherwise be unable to attend a regularly scheduled or special meeting may arrange with the Secretary to participate via a teleconferencing. If any member of the Board misses three (3) unexcused regular board meetings in any fiscal year then the Secretary shall report such matter to the Governance/Board Development Committee, which may then make a

recommendation to remove such member from the Board. A vacancy in any office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for that purpose.

ARTICLE SIX: OFFICERS

6.1 The officers of the Foundation shall be: a Chairman of the Board of Directors, a Vice-Chairman of the Board of Directors, a Secretary, and a Treasurer. The term of each officer of the Board shall be two (2) years elected at the June Board meeting. Each officer may serve for no more than three consecutive terms. The Board may also have such other officers as the majority of Directors may determine from time to time.

6.2 The Board of Directors, at its annual meeting, shall elect officers by majority vote.

6.3 The duties and powers of the officers of the Foundation shall be as follows:

6.3.1 **President of the Board of Directors.** The President of the Board of Directors shall be one of the Directors. The term for the Chairman shall be two (2) years. He or she shall preside at all meetings of the Board of Directors and shall have such other duties and responsibilities as are customary for the office of Chairman of the Board of Directors and as may be assigned to him or her from time to time by the Board of Directors

6.3.2 **Vice-President of the Board of Directors.** The Vice-President of the Board of Directors shall be chosen from among the elected Directors and serves a two-year (2) year term. He or she may serve no more than three consecutive terms. He or she shall perform the duties of the Chairman of the Board of Directors in the absence or disability of the Chairman and shall have such other duties and responsibilities as may be assigned to him or her from time to time by the Board of Directors. Should the Chairman resign or become incapacitated, the Vice-Chairman shall succeed to the Chairmanship.

6.3.3 **Secretary.** The Secretary shall be chosen from among the Directors. The secretary serves a two-year term which may be renewed. The secretary makes certain that minutes of the meetings of the Board of Directors are kept in the appropriate books. He/she shall give all notices of the meetings of the Board of Directors. He/she shall be the custodian of the records of the Foundation (other than those kept by the Treasurer). He/she shall oversee and authenticate corporate records. He/she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and of the Executive Committee. It shall be the duty of the Secretary to enforce all Bylaws, rules and regulations for the proper conduct of the Foundation made by or under the authority of the Board of Directors or the Executive Committee of the Board. In all cases of disputed authority or uncertainty as to the meaning of the Bylaws, rules and regulations of the Foundation, his or her decision shall govern until the Board of Directors or Executive Committee shall otherwise rule. It shall be the duty of the Secretary to see that all requirements of law and of appropriate state and local authorities are duly observed in the conduct of the affairs of the Foundation. In the event of the death, disability or absence of the Vice-Chairman, the Secretary shall perform the duties and exercise the powers of the Vice-Chairman.

recommendation to remove such member from the Board. A vacancy in any office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for that purpose.

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6.3.1 **President of the Board of Directors.** The President of the Board of Directors shall be one of the Directors. The term for the Chairman shall be two (2) years. He or she shall preside at all meetings of the Board of Directors and shall have such other duties and responsibilities as are customary for the office of Chairman of the Board of Directors and as may be assigned to him or her from time to time by the Board of Directors

6.3.2 **Vice-President of the Board of Directors.** The Vice-President of the Board of Directors shall be chosen from among the elected Directors and serves a two-year (2) year term. He or she may serve no more than three consecutive terms. He or she shall perform the duties of the Chairman of the Board of Directors in the absence or disability of the Chairman and shall have such other duties and responsibilities as may be assigned to him or her from time to time by the Board of Directors. Should the Chairman resign or become incapacitated, the Vice-Chairman shall succeed to the Chairmanship.

6.3.3 **Secretary.** The Secretary shall be chosen from among the Directors. The secretary serves a two-year term which may be renewed. The secretary makes certain that minutes of the meetings of the Board of Directors are kept in the appropriate books. He/she shall give all notices of the meetings of the Board of Directors. He/she shall be the custodian of the records of the Foundation (other than those kept by the Treasurer). He/she shall oversee and authenticate corporate records. He/she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and of the Executive Committee. It shall be the duty of the Secretary to enforce all Bylaws, rules and regulations for the proper conduct of the Foundation made by or under the authority of the Board of Directors or the Executive Committee of the Board. In all cases of disputed authority or uncertainty as to the meaning of the Bylaws, rules and regulations of the Foundation, his or her decision shall govern until the Board of Directors or Executive Committee shall otherwise rule. It shall be the duty of the Secretary to see that all requirements of law and of appropriate state and local authorities are duly observed in the conduct of the affairs of the Foundation. In the event of the death, disability or absence of the Vice-Chairman, the Secretary shall perform the duties and exercise the powers of the Vice-Chairman.

634 **Treasurer.** The Treasurer shall be chosen from among the Directors. The Treasurer serves a two-year term which may be renewed. He or she shall have supervision over the receipt and custody of the Foundation's funds and shall cause to be kept correct and complete books and records of account, including full and accurate accounts of receipts and disbursements in books belonging to the Foundation and, in general, shall perform such duties as are customary to the office of Treasurer, including serving as chair of the Finance Committee. In addition, the Treasurer shall perform such other duties as the Board of Directors or the Executive Committee may from time to time assign to the Treasurer. The Treasurer may be provided with a bond for the faithful discharge of his or her duties in such amount as the Board of Directors or the Executive Committee may require.

635 **Parliamentarian.** The Parliamentarian shall be appointed by the Chairman at his or her discretion. The Parliamentarian is to interpret and address parliamentary procedure, and advises the Chairman, the Vice Chairman and the Secretary accordingly.

6.3.5 Any one or more elected officers may be removed with cause at any time by a two-thirds majority vote of the Directors then serving at a special meeting of the Board of Directors duly called and notice duly given of such purpose.

6.3.6 Unless otherwise specified in the preceding sections, vacancies in offices may be temporarily filled until the annual meetings at any time by a majority vote of the Directors present and voting at any regular or special meeting of the Board of Directors duly called and notice duly given of such purpose.

6.4 The Board of Directors may hire such staff as necessary for the conduct of the Foundation's business.

ARTICLE EIGHT: COMMITTEES OF THE BOARD OF DIRECTORS

8.1 The Foundation shall have an **Executive Committee**, a Finance/Facilities Committee, a Mission/Marketing/Fund Development Committee; and a Governance/Board and Development Committee. Directors shall chair each of the standing committees. The Chairman may appoint and the Board of Directors may convene by resolution other committees consisting in each case of two (2) or more persons of the Board of Directors, one (1) of whom shall chair the committee. Committees shall have and exercise such of the power and authority of the Board of Directors as are provided for in these Bylaws or as may be provided in the resolution of the Board of Directors establishing any such Committee. All committees shall keep records of their deliberation which they shall submit to the Secretary of the Board of Directors for authentication and distribution. The duties and powers of the Committees shall be as follows:

8.1.1 **The Executive Committee** shall be convened by the Chairman of the Board of Directors, who shall also chair the committee. The Executive Committee will include the Chairman, Vice Chairman, Treasurer and Secretary of the Board of Directors. The Chairman may invite the immediate past Chairman to serve as a voting member of the Executive Committee.

The Executive Committee will receive committee and staff reports and advice, write the agenda for the regular meetings of the Board of Directors and refer action items to the Board or to

appropriate committees.

8.1.2 The **Finance/Facilities Committee** shall be convened by the Treasurer of the Board of Directors, who shall also chair the Committee. The Finance/Facilities Committee will include at least one accountant who is not a Director of the Foundation—as needed. The Finance Committee will generate and monitor the Foundation's annual budget, subject to the review and approval of the Board of Directors. The Finance Committee will also be responsible for periodic financial reviews and audits of the Foundation as instructed by resolution of the Board of Directors and in compliance with these Bylaws. The Finance/Facilities Committee will be responsible for all matters concerning the construction or maintenance of the school buildings.

8.1.3 The **Mission/Marketing/Fund Development Committee** shall be chaired and convened by a Director. The Mission/Marketing/Fund Development Committee shall be responsible for marketing the Foundation, for public relations and publications, and for the acquisition of private and public contributions to the Foundation. It has the responsibility to monitor and/or establish communication to insure that quality education is delivered at TBLA. This Committee works closely with the TBLA School Board.

8.1.4 The **Governance/Board Development Committee** shall be responsible for identifying, recruiting, mentoring and training new Directors and shall be chaired and convened by a Director. This Committee will also annually review the performance of all Committees and all Directors, as well as provide resources to other committees as requested. It has the responsibility to review and recommend revisions to the charter document, any agreement with an education service provider, the Agreement with the Diocese of Gary and these ByLaws.

The Governance Committee is also responsible for establishing the Drexel Strategic Plan and the Drexel Board Retreat.

8.2 **With the exception of the Executive Committee**, standing and *ad hoc* committees may include non-Directors as deemed appropriate. No committee, with the exception of the Executive Committee as noted in section 8.1.1 of these Bylaws, shall have any of the power of the Board of Directors.

8.3 Minutes of all Committee meetings shall be kept and sent to the Secretary of the Board of Directors for authentication and inclusion in the Foundation's historical records. The chair of each Committee will report at each regular meeting of the Board of Directors on the last Wednesday of each month.

8.4 All Directors shall sit on at least one Committee and may be requested to serve on two or more committees for a specific time period.

ARTICLE NINE: BILLS, NOTES, ETC.

9.1 **Contracts:** The Chairman or Vice-Chairman may, with prior approval of the Board, enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and institute, join in, or become a party to any suit of law or in equity in which the Foundation has an interest. The Secretary of the Foundation shall attest the signature of such officers to any such instrument. However, the presence of such attesting signature shall not be required for the validity of such instruments unless required by law. Other officers or employees may be empowered by the Board of Directors to execute such contracts or instruments as the Board directs.

9.2 **Loans:** No loan shall be contracted on behalf of the Foundation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific incidents.

9.3 **Banking Transactions:** All checks, drafts, or other orders for the payment of money issued in the name of the Foundation shall be signed by any of the following officers: by the Chairman and the Treasurer or other designated officer of the Foundation and in such manner as shall be, from time to time, determined by resolution of the Board of Directors.

9.4 **Deposits:** All funds of the Foundation not otherwise employed shall be deposited to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

9.5 **Fiscal Year:** The fiscal year of the Foundation shall commence on July 1st of each year and shall end on the 30th day of June of each year.

9.6 **No Private Benefit:** Upon dissolution of the Foundation, no part of the Foundation's receipts or assets shall inure to the benefit of any individual or private organization except as specified in 1.4 of these Bylaws.

97 **Corporate Seal:** The Foundation shall have no seal.

ARTICLE TEN: CONFLICT OF INTEREST

10.1 Each Director shall, prior to assuming his or her position, and annually thereafter, answer a questionnaire so as to disclose in writing to the Board of Directors and the Chairperson of any Committee on which he or she serves a list of all businesses or other organizations of which he or she is an officer, member, owner or employee, or for which he or she acts as an agent, with which the Foundation has, or might reasonably in the future enter into, a relationship or a transaction in which the member would have conflicting interests.

10.2 At such time, if any matter should come before the Board or any Committee thereof in such a way as to give rise to a conflict of interest, the affected member shall make known the potential conflict and, if advisable, withdraw from meeting for so long as the matter shall continue under discussion, except to answer any questions that might be asked of him or her. Should the matter be brought to a vote, the affected member shall not vote on it. In the event that, when advisable, he or she fails to withdraw voluntarily, the Chairman shall require that he or she remove himself or herself from the room during the discussion and vote on the matter.

10.3 Notwithstanding the above, the affected member shall bring to the attention of the Board of Directors any business transaction involving such a conflict of interest.

10.4 Any business transaction shall be presented to the Board or its appropriate Committee, with disclosure, for approval.

10.5 In appropriate instances, the Chairman of the Board of Directors may seek the advice of an independent professional on a conflict issue.

ARTICLE ELEVEN: MISCELLANEOUS PROVISIONS

11.1 These Bylaws may be amended by affirmative vote of two-thirds of the Directors present at any lawful meeting of the Board of Directors, provided that a copy of such proposed amendment shall have been given in the notice calling the meeting.

11.2 The parliamentary procedure of the Foundation, Board of Directors, Executive Committee and all other Committees established hereunder shall be governed by the most recent revised edition of Robert's Rules of Order unless contrary to the procedure set forth in these Bylaws. In case of conflict, the rules established by these Bylaws shall prevail.

11.3 Organizer and the Board of Directors will comply with the Indiana Open Door Law.

11.4 Directors are prohibited from taking action by written consent other than at a meeting held in compliance with the Indiana Open Door Law.

11.5 It is prohibited for any individual to serve on the board if the individual or a spouse or immediate family member has a direct or indirect ownership, employment, contractual, or

membership interest in any educational management organization or other educational service provider used by the Organizer.

11.6 Directors are prohibited from participating in a board meeting via telephone or other electronic means.

11.7 Amendments to the Bylaws or the Articles of Incorporation of the Organizer must be approved by the sponsor of the school operated by the Organizer before going into effect.

11.8 If the Organizer is leasing from a religious organization, no member of the religious board and no religious leader of the religious organization may serve on the Organizer's Board of Directors.

11.9 Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or Bylaws of this Foundation, or of a resolution of the Directors, a written waiver of notice transmitted via letter or email and signed either in script or electronically by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be equivalent to the giving of such notice. The

membership interest in any educational management organization or other educational service provider used by the Organizer.

11.6 Directors are prohibited from participating in a board meeting via telephone or other electronic means.

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11.9 Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or Bylaws of this Foundation, or of a resolution of the Directors, a written waiver of notice transmitted via letter or email and signed either in script or electronically by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be equivalent to the giving of such notice. The

Secretary shall cause any such waiver to be filed with or entered upon the records of the Foundation or, in the case of a waiver of notice of a meeting, the records of the meeting.

Following proper notice and in compliance with the prevailing Bylaws of Drexel Foundation for Educational Excellence, Inc., the foregoing revised Bylaws were approved and adopted upon motion duly made, seconded and carried by the affirmative vote of at least two-thirds (2/3) of the present Board of Directors of Drexel Foundation for Educational Excellence, Inc., on

January 27, 2016

Chairman _____

Secretary _____

Attest
witness

by

Secretary

Attest
witness

Secretary

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the 12th day of March, 2015, by and between Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy, an Indiana non-profit corporation ("the Academy") and The Leona Group, L.L.C. a Michigan limited liability company ("TLG").

RECITALS

A. The Academy has been granted a Charter School Contract (the "Charter School Contract") by Ball State University (the "Authorizer") to operate a Charter School (the "Academy") pursuant to the Charter School Contract in accordance with Title 20 of the Indiana Code (the "Code") under the name of "Thea Bowman Leadership Academy."

B. The Academy and TLG desire to create an enduring relationship, whereby TLG will work with the Academy to assist the Academy in developing and continuing an environment of educational excellence and innovation at the Academy with effective and efficient administrative and business operations.

THEREFORE, the parties mutually agree as follows:

1. Charter School Contract; Required Provisions. Notwithstanding, anything contained in the Agreement to the contrary, the Academy and TLG covenant and agree, as follows:

1.1 Charter School Contract, Compliance. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter School Contract issued by Authorizer. The provisions of the Charter School Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.2 Academy Board Autonomy. Nothing in this Agreement shall be construed to (i) interfere with the Academy Board of Directors of the Academy's (the "Academy Board") duties under the Charter School Contract or (ii) cause the Academy's duties under the Charter School Contract to be limited or rendered impossible by action or inaction of TLG.

1.3 Governmental Immunity. No provision contained in this Agreement shall in any way impact the Academy's course of action in choosing to assert or not assert governmental immunity.

1.4 Academy Records. All financial, educational and student records pertaining to the Academy are the Academy's property ("Academy Records") and that the Academy Records are subject to the provisions of the Indiana Open Door Law. The Academy Records shall be stored, in physical form, on-site at the Academy's facilities or be directly accessible at the Academy's facilities. In addition, all records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facilities.

1.5 Financial and Other Records of the Academy. All financial and other records maintained of TLG pursuant to this Agreement and related to the Academy will be made available to the Academy's independent auditor.

1.6 Selection of Auditor. The Academy Board shall have sole responsibility and authority to select and retain the independent auditor for the Academy.

1.7 No Markup of Costs. TLG hereby certifies that it will not markup the costs of any supplies, materials or equipment which may be procured by TLG on the Academy's behalf and that any and all supplies, materials and equipment procured by TLG on behalf of the Academy will be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.

1.8 Effect of Termination. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's Term, TLG shall provide transition services to the Academy as follows:

1.8.1 Close the books on the final year of operations in a manner and form in keeping with the industry standard, prepare financial records in audit-ready form, and hand said records off to the Academy Board or successor management company. If the school year of termination extends beyond June 30, this Paragraph shall include getting all business and financial records from July 1 through August 31 of that year prepared in a form in keeping with the industry standard which may be turned over to the Academy Board.

1.8.2 Complete and organize all Academy documents in a manner and form in keeping with the industry standard, including without limitation minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, and hand them off to the Academy Board.

1.8.3 Complete all reporting and compliance requirements up to and including the final year of operations, to the extent of the Business Service (as defined in this Agreement) provided under this Agreement.

1.8.4 The parties may agree upon other transition services to be provided by TLG, at a mutually agreed upon fee.

1.9 Modification or Amendment. No material amendment or modification to this Agreement by the parties shall be undertaken without notification of the Authorizer and each such amendment or modification shall be accompanied by a legal opinion of the Academy's independent legal counsel that all requirements of applicable law have been met and that there are no improper and/or unlawful interrelations or conflicts created by such amendment or modification.

1.10 Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties

hereby promise to indemnify and hold harmless Authorizer and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, 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 Authorizer, which arise out of or are in any manner connected with Authorizer's approval of the Academy's application, Authorizer's consideration of or issuance of the Charter School Contract, the Academy Board's or TLG's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Authorizer or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or TLG, or which arise out of the failure of the Academy Board or TLG to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Authorizer and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

1.11 Background Checks. All Academy Employees (as defined in this Agreement) shall undergo criminal background and unprofessional conduct checks as required by applicable law and all evidence of such reviews shall be available, in physical form, at the Academy facility or directly accessible at the Academy facility.

2. Business Services. For the Term of this Agreement, TLG will provide to the Academy in conjunction with the Academy those business services outlined on Exhibit A attached hereto (the "Business Services"). Without limiting the generality and scope of the Business Services, the Business Services shall include the following:

2.1 Budgeting, Budgeting Process, Financial and Other Reporting.

2.1.1 Beginning with respect to the 2015-16 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Academy Board. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Charter School Contract submitted to and approved by the Authorizer.

2.1.2 TLG shall deliver a draft of the Academy Budget for each School Year to the Academy Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizer and/or any State governmental agency. The Academy Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Academy Budget by such accountants, attorneys, and other financial advisors that the Academy Board deems necessary or desirable. The Academy Board shall deliver any comments or objections to the Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the designated representative of the Academy Board and the Chief Financial Officer of TLG, or designee, shall reconcile any comments or objections made by the Academy Board during the Budget Review Period. TLG and the Academy shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which

the Academy Budget must be submitted to the Authorizer and/or any other State governmental agency.

2.1.3 Working in cooperation with the Academy Board, TLG shall prepare, for Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.

2.1.4 The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses.

2.1.5 The preparation of other financial statements as required by and in compliance with the Charter School Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Academy Board to perform annual audits of the Academy's financial statements. The cost for preparation of the financial statements and audits will be responsibility of the Academy and will be provided for in the Academy Budget.

2.1.6 The preparation of such other reports on a periodic basis, relative to the finances and operation of the Academy, as the same may be requested or required by the Indiana Department of Education or the Authorizer to ensure compliance with the terms of the Charter School Contract and applicable law.

2.1.7 Other information on a periodic basis reasonably requested by the Academy Board to enable the Academy Board to monitor the Business Services provided pursuant to this Agreement.

2.2 Maintenance of Financial Records. TLG will maintain accurate financial records pertaining to its operation of the Academy, together with all the Academy financial records prepared by TLG and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable law or regulation) from the close of the School Year to which such books, accounts and records relate. All financial records retained by TLG pertaining to the Academy will be available to the Academy, the Authorizer or the Indiana Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

3. Modification of Business Services. Subject to this Agreement, the Charter School Contract, Authorizer oversight, the Code and other applicable laws and regulations, TLG and the Academy may mutually agree to reasonably modify the Business Services.

4. Education Program and Goals. The parties acknowledge that the Business Services provide only for advice and consultation with the Academy regarding academic and educational programs and goals of the Academy ("Education Programs and Goals"). While accountability for the Education Programs and Goals shall rest exclusively with the Academy and the Academy Board, it is the intention of the parties that TLG will aid and assist the Academy and the Academy Board in that effort through such requested advice and consultation.

5. Budgeting for Business Services. TLG will be responsible and accountable to the Academy Board for the provision of all Business Services, provided, that such obligations, duties and responsibilities are expressly limited by the Academy Budget established pursuant to Section 2.1, and TLG will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget.

6. Place of Performance; Provision of Offices. The Academy will provide TLG with necessary and reasonable temporary office space at the Academy's facilities to perform the Business Services. TLG will be providing the Business Service at other locations, unless prohibited by the Charter School Contract, the Code and other applicable laws and regulations.

7. Authority. By this Agreement, the Academy provides TLG such authority as is reasonably necessary or proper for TLG to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

8. Term.

8.1 Term. The initial term of this Agreement shall be for the 2015-16 School Year (the "Term").

8.2 Extension of Term. The Term of this Agreement may be extended at the option of the parties upon expiration of the Term. Either party may provide a notice of intent to extend the Agreement no less than thirty (30) days prior to expiration of the Term.

9. Further Assurance. The Academy and TLG shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, neither party shall have an obligation to agree to any changes which (a) materially increase that party's obligations or materially reduce its rights under this Agreement or (b) materially alter any terms of the Agreement, including without limitation the economic terms.

10. Relationship of the Parties.

10.1 Status of the Parties. The relationship between the Academy and TLG is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

10.2 No Related Parties or Common Control. TLG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including termination rights, under this Agreement. The Academy and TLG will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

11. Consideration for Business Services.

11.1 Management Fee. For the Term of this Agreement (including the Term as extended pursuant to Section 8.2), the Academy will pay TLG an annual fee equal to Five Hundred Thousand (\$500,000) Dollars (the "Management Fee").

11.2 Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. TLG's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Academy.

11.3 Payment of Costs. The parties acknowledge the Academy is obligated to pay all costs and expenses associated with the operation of the Academy including but not limited to all Academy Employees and benefits costs referenced in Section 12 ("Operational Expenses").

11.4 Payments to TLG. TLG will receive the monthly installment of its Management Fee in advance on or about the fifteenth (15th) day of each month, but in no event later than the date that the Academy receives payments from the State of Indiana.

12. Personnel and Training.

12.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Charter School Contract, the Code and other applicable laws and regulations, the Academy Board and its authorized designees, will have the sole responsibility to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel, all within the financial constraints of the Academy Budget approved by the Academy Board.

12.2 Employment Status; Background Checks. Except as specified in this Agreement or as required by the Code or the Charter School Contract, the Academy leadership, teachers and support staff selected for the Charter School pursuant to this Agreement ("Academy Employees") will be under the control and supervision of the Academy Board through its authorized agents and representatives, provided that a professional employer organization selected and compensated by TLG, with the reasonable and timely approval of the Academy Board ("Academy's PEO") will provide the payroll, tax reporting, employment, and employee benefit aspects related to the Academy Employees on behalf of the Academy. TLG will be responsible for conducting or causing to be conducted by Academy's PEO all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other personnel working or providing services at the Academy to the extent required under the Charter School Contract Code and other applicable laws and regulations. Upon request, TLG will provide or cause to be provided to the Academy documentary evidence of such background checks.

12.3 Employee Benefits. The Academy Board, in consultation with TLG will agree with the Academy's PEO relative to a package of employee benefits that will be provided to Academy Employees by Academy's PEO ("Benefits Package"). The Benefits Package and the cost related thereto, will be incorporated and provided for within the Charter School Budget through the budgeting processes provided in this Agreement as an expense of the Academy.

13. Termination of Agreement.

13.1 By TLG. TLG may terminate this Agreement prior to the end of the Term specified in Section 8 in the event that the Academy fails to remedy a material breach of this Agreement within 30 days after written notice from TLG. A material breach includes, but is not limited to (i) the Academy's failure to pay any fee or reimbursement as required by the terms of this Agreement, or (ii) an act or omission that causes TLG to be unable to perform its material obligations under this Agreement. Termination by TLG will not relieve the Academy of any obligations for payments outstanding to TLG as of the date of termination or liability for financial damages suffered by TLG as a consequence of the Academy's breach (or of TLG's termination as a result thereof) of this Agreement.

13.2 By the Academy. The Academy may terminate this Agreement prior to the end of the Term specified in Section 8 in the event that TLG fails to remedy a material breach of this Agreement within 30 days after written notice from the Academy.

13.3 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion (a "Change in Law"), other than a Change in Law dealing generally with the funding of charter schools, has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 17. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a School Year, whichever is earlier.

14. Indemnification.

14.1 Indemnification of TLG. The Academy will indemnify, defend and save and hold TLG and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of (i) any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, (ii) any negligent or willful misconduct of the Academy and (iii) any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy will reimburse TLG for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 14.1 may be met by the purchase of insurance pursuant to Section 15.

14.2 Indemnification of the Academy. TLG will indemnify, defend and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of (i) any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement, (ii) any negligent or willful misconduct of TLG and (iii) any misrepresentation or breach of the representations and warranties of TLG contained in or made

pursuant to this Agreement. In addition, TLG will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 14.2 may be met by the purchase of insurance pursuant to Section 15.

15. Insurance.

15.1 Insurance Coverage. The Academy and TLG shall maintain general liability insurance and umbrella insurance coverage in the amounts as may be required (i) by the Charter School Contract as to the Academy, (ii) to fully comply with the terms and conditions of any agreement to which either is a party or (iii) by sound business practices ("Insurance Standards"). Such policies shall name the other party and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. Each party will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

15.2 Property and Casualty Insurance. The Academy shall each maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of the Academy. The amount of such coverage shall be sufficient to fully comply with the Insurance Standards.

15.3 Workers' Compensation Insurance. The Academy and TLG shall each maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of the Academy, the cost of which shall be provided for in the Academy's budget.

16. Warranties and Representations.

16.1 Representations and Warranties of TLG. TLG hereby represents and warrants to the Academy:

16.1.1 TLG is a duly organized limited liability company in good standing in its state of organization and is authorized to conduct business in the State of Indiana.

16.1.2 To the best of its knowledge, TLG has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

16.1.3 TLG's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

16.2 Representations and Warranties of the Academy. The Academy hereby represents and warrants to TLG:

16.2.1 The Academy is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Indiana.

16.2.2 The Charter School Contract (i) authorizes the Academy to operate the Academy and receive revenues under the Code from the State of Indiana and from federal, State and other resources; (ii) approves the transactions contemplated by this Agreement; and (iii) vests the Academy with all powers necessary and desirable for carrying out the transactions contemplated in this Agreement.

16.2.3 The Academy has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Business Services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

16.2.4 The Academy's actions and those of the Academy Board have been duly and validly authorized.

16.2.5 To the best of its knowledge, the Academy is not in breach of the terms of the Charter School Contract and will use its best efforts to insure that it will not breach the Charter School Contract in the future.

16.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

17. Alternative Dispute Resolution Procedures.

17.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 17.

17.2 Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 17.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by mediation within 60 days after delivery of the Dispute Notice then the Dispute shall be determined by arbitration in accordance with the provisions of Section 17.3.

17.3 Arbitration. Any Dispute that is not settled through mediation as provided in Section 17.2, shall be resolved by final and binding arbitration in Lake County, Indiana, governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq, and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in either general commercial litigation or general

corporate and commercial matters with experience in the field of joint ventures and limited liability company agreements and (ii) who have both training and experience as arbitrators and (iii) have reasonable background and training in school funding and administration in Indiana. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than \$250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitled to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA, the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17.4 Expenses of Mediation and/or Arbitration. Each party shall be responsible for their costs and expenses (including attorney fees) with respect to any mediation and/or arbitration stages of the foregoing dispute resolution process.

17.5 Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

17.6 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 17 are pending. The parties will take such action, if any, required to effectuate such tolling.

18. Miscellaneous.

18.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and TLG regarding the Academy.

18.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

18.3 Governing Law. The laws of the State of Indiana will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

18.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Academy.

18.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

18.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To the Academy:

Drexel Foundation for Educational
Excellence, Inc. d/b/a Thea Bowman
Leadership Academy
3504 W. 5th Ave.
Gay IN 46406
Tel: (219) 944-3104
Fax: (219) 977-5203

To TLG

The Leona Group, L.L.C.
2125 University Park Drive
Okemos, Michigan 48823
Attention: William Coats, CEO
Tel: 517-333-9030
Fax: 517-333-4559

18.7 Assignment. This Agreement will not be assigned by TLG without the prior consent in writing of the Academy or by the Academy without the prior consent in writing of TLG, provided that TLG may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of TLG's business and may delegate the performance of, but not responsibility for, any duties and obligations of TLG hereunder to any independent contractors, experts or professional advisors, subject to the Academy approval, which approval cannot be unreasonably withheld.

18.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Academy Board and signed by authorized officers of both the Academy and of TLG.

18.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

18.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this

Agreement. To the extent that any of the services to be provided by TLG are found to be an invalid delegation of authority by the Academy, such services will be construed to be limited to the extent necessary to make the services valid and binding.

18.11 Successors and Assigns. Except as limited by Section 18.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

18.12 No Third Party Rights. Except as otherwise provided herein, this Agreement is made for the sole benefit of the Academy and TLG, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

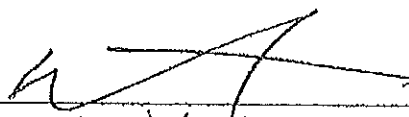
18.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

18.14 Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Drexel Foundation for Educational
Excellence, Inc. d/b/a Thea Bowman
Leadership Academy

The Leona Group, L.L.C.

By: 
Its President

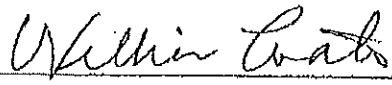
By: 
Its CEO

Exhibit A to Management Agreement

Business Services

1. Financial Management

- a. Account and cash management
- b. Management and fulfillment of all bond disclosure/compliance requirements
- c. Monthly financial preparation (balance sheets, income statements, comparison to budget)
- d. Accounts payable, including contractors, vendors, utilities, others; 1099 contractor statements
- e. Maintenance of financial records including deposits, vouchers, claims, and all State Board of Accounts reporting
- f. Development of school office business procedures and training of office staff to facilitate purchasing, receiving, maintenance of extracurricular account
- g. Management, preparation, and completion of annual State Board of Accounts audits
- h. Management, preparation and completion of tax returns (990, property) in conjunction with the Academy internal personnel and third party accounting service providers.
- i. Development and maintenance of annual budgets

2. Human Resources Management¹

- a. Payroll services
- b. National criminal background checks
- c. Benefit administration including health insurance, retirement plans (PRF/TRF/403B)
- d. Wage garnishments
- e. COBRA compliance
- f. Unemployment claims
- g. Worker's compensation claims

¹ TLG will not be providing full employer-of-record services (including responsibility for hiring, firing, evaluation, discipline, etc.) as a result of the Academy retaining the implementation, supervisions and operations of all academic and educational matters and the on-site personnel providing those services. As a consequence, the Academy's PEO as defined in the Agreement will serve as the payroll, tax and benefit administrator for the Academy. It is anticipated that the Academy Board would be a joint employer with the Academy's PEO under applicable law, with TLG providing advice and assistance to the Academy Board regarding all human resource matters and TLG will facilitate and coordinate with the Academy's PEO. TLG will be providing human resources management expertise while advising and consulting with Academy leadership. The costs associated with the Academy's PEO's services would be borne by TLG from the Management Fee.

- h. OSHA compliance
- i. Evaluation and implementation of healthcare program

3. Compliance Monitoring and Reporting

- a. Preparing over a dozen annual DOE reports including enrollment, special education, charter school reporting, attendance, minority reports, etc.
- b. Providing all compliance and reporting services required by Authorizer (Ball State University)
- c. Federal and state reporting

4. Upon the written request from the Thea Bowman Leadership Academy Board of Directors, Leona Group will provide reasonable levels of advice and consultation as needed in the areas of:

- a. Academics, including special education, grants, curriculum and assessment
- b. Legal and risk management
- c. Marketing and communications
- d. Special projects, including facility maintenance, food services
- e. Technology

School Name: Thea Bowman Leadership Academy

Current Academic Year: 2015-2016

(Data taken from: IDOE:Compass)

Comparative School Analysis: Demographics						
	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Enrollment	1269	1497	758	420	6,491	1,046,146
Grades Served	K-12	K-12	K-12	K-8	K-12	K-12
Free/Reduced Lunch	82%	93%	95%	84%	78%	48%
Minority	100%	99%	100%	99%	99%	31%
Special Education	(not on compass)	(not on compass)	(not on compass)	(not on compass)	(not on compass)	(not on compass)
English Language Learner	(not on compass)	(not on compass)	(not on compass)	(not on compass)	(not on compass)	(not on compass)
Title I in current year?	Yes	Yes	Yes	Yes	Yes	N/A

NOTE: "Comparison school" is defined as schools serving a student population within five percentage points of the school's "Free and Reduced Lunch" percentages in the current year.

NOTE: Comparable schools and statewide demographics should represent only those grades that are served by the school.

Comparative School Analysis: Academic Outcomes

NOTE: Applicant may add additional rows for relevant grades. Applicant may also list other state assessments that are relevant to the student population. Please include 2014-15 Passage rates where available.

2014-15 Passage rates on ISTEP+ for English/Language Arts

	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide

Grade 3	69%	42%	51%	53%	49%	72%
Grade 4	45%	50%	33%	57%	39%	70%
Grade 5	78%	33%	47%	74%	36%	64%
Grade 6	62%	28%	32%	48%	34%	65%
Grade 7	57%	38%	49%	74%	35%	65%
Grade 8	46%	26%	44%	74%	31%	63%

2014-15 Passage rates on ISTEP+ for Math

Grade	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Grade 3		45%	35%	69%	40%	62%
Grade 4		39%	33%	59%	27%	65%
Grade 5		64%	46%	65%	45%	68%
Grade 6		50%	41%	42%	23%	61%
Grade 7		37%	32%	39%	18%	53%
Grade 8		19%	24%	38%	12%	53%

2014-15 Growth Model Data for English/Language Arts (Median Growth)

Grade	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Grade 3		N/A	N/A	N/A	N/A	N/A
Grade 4		35%	41%	32%	25%	(not on compass)
Grade 5		76%	50%	53%	31%	(not on compass)
Grade 6		76%	41%	43%	40%	(not on compass)
Grade 7		47%	44%	52%	28%	(not on compass)

Grade 8	45%	34%	42%	63%	43% (not on compass)
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2014-15 Growth Model Data for Math (Median Growth)

	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Grade 3	N/A	N/A	N/A	N/A	N/A	N/A
Grade 4	31%	50%	40%	30%	18%	(not on compass)
Grade 5	45%	34%	58%	34%	52%	(not on compass)
Grade 6	59%	35%	62%	37%	26%	(not on compass)
Grade 7	52%	39%	44%	35%	18%	(not on compass)
Grade 8	32%	23%	29%	41%	32%	(not on compass)

2014-15 Passage Rates on IREAD-3

	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Grade 3	98%	74%	86%	98%	83%	90%

2014-15 Passage rates on ECA in Algebra 1

	School	Comparison School Gary Lighthouse Charter School	Comparison School 21st Century Charter School of Gary	Comparison School East Chicago Urban Enterprise Academy	Comparison School Gary Community School Corporation	Statewide
Algebra I	33%	49%	29%	N/A	39%	69%

English 10		66%	47%	59%	N/A	47%	78%
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2014-15 Graduation Rate (as defined by the DOE)

	School	95%	92%	94%	N/A	82%	89%
	Comparison School Gary Lighthouse Charter School						
	Comparison School 21st Century Charter School of Gary						
	Comparison School East Chicago Urban Enterprise Academy						
	Comparison School Gary Community School Corporation						
Graduating Students							
	Statewide						

BALL STATE UNIVERSITY



2013-14

BSU Office of Charter Schools



BALL STATE UNIVERSITY®

For more information about this report, contact

Ball State University Office of Charter Schools

912 Teachers College, Muncie, IN 47306

Phone: (765) 285-1336

Fax: (765) 285-9873

www.bsu.edu/teachers/charter

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Marriette Siler, Executive Coordinator

Lynn A. Black, Fiscal Analyst

Katie M. Briles, Compliance and Special Education Coordinator

Jamie Garwood, Academic Performance Coordinator

Georgette Davis, New School Development Coordinator

Ball State University practices equal opportunity in education and employment and is strongly and actively committed to diversity within its community.

LETTER FROM THE DEAN

BSU Office of Charter Schools



Nationally, public charter schools continue to grow at a rapid pace. For the 2013-14 school year, 6,440 charter schools were in operation, serving more than two and a half million students in 42 states and the District of Columbia. These numbers reflect an increase in student population of 10 percent and an increase in the number of schools of just over seven percent over the preceding year. The number of students in public charter schools is now over five percent of all students enrolled in public schools across the nation. Though reports vary, there are approximately 920,000 students currently on waiting lists nationally.

Ball State University serves as the largest University authorizer of public charter schools in Indiana, with 33 schools throughout the state serving 20,781 students during 2013-14. This was a decrease from 41 schools operating during the 2012-13 school year and serving 22,947 students. For the 2014-2015 school year Ball State will authorize 30 schools serving approximately 19,000 children.

Since the passage of the Indiana charter law in 2001, BSU has been committed to ongoing growth and development of high quality charter schools and has established rigorous standards to ensure that the schools authorized are held accountable in providing excellent educational experiences for students they serve.

Ball State University's Office of Charter Schools continues its work to become a model for how an authorizer can drastically improve its policies and practices-- and consequently the strength of the schools in its portfolio. As the largest authorizer in Indiana for over a decade, Ball State worked with the National Association of Charter School Authorizers (NACSA) to improve its practices across the board.

Emphasis on improving student achievement is central to the Office of Charter Schools' (OCS) mission. Monitoring of student progress in Ball State-authorized charter schools is conducted on an annual basis. Growth model data for Spring 2014 shows that 69% of BSU-authorized schools demonstrated typical growth in English/Language Arts and 59% demonstrated typical or high growth in Math. Progress on the ISTEP+ and achievement growth data obtained from the required Northwest Evaluation Association (NWEA) for all schools is carefully assessed annually and serves as an important indicator of quality.

Leading statewide P-12 education reform and enhancing the role and impact of Ball State Office of Charter Schools is a commitment stated in the University's *18 by '18 Centennial Commitment*. To this end, additional mechanisms and strategies for assisting and supporting its charters to aggressively improve student academic performance are being considered and implemented toward the goal of increasing the percentage of Ball State-authorized charters that meet performance standards.

As parents and communities continue to call for high-quality educational options, Ball State University remains committed to meeting their needs, as do the many dedicated charter school administrators, teachers, staff and volunteers who serve on school boards, assist in the classrooms, and otherwise advance these public schools on behalf of their students.

Sincerely,

A handwritten signature in black ink that reads "John E. Jacobson". The signature is written in a cursive, flowing style.

John E. Jacobson, Ed.D. Dean, Teachers College

ACCOUNTABILITY REPORT CONTENT

BSU Office of Charter Schools

Overview

Purpose of the Accountability Report
What are Charter Schools? Ball
State Charter Schools
2013-14 Student Enrollment (BSU)
Role of Ball State University as a Charter Authorizer
Role of the Office of Charter Schools

General Information

BSU Academic Monitoring
Public Law 221 – Indiana's State Accountability Law (PL 221) Northwest
Evaluation Association (NWEA)
2013-14 Demographic Data

Comprehensive Review of BSU Charter Schools



BALL

UNIVERSITY.

The Ball State University Office of Charter Schools is pleased to provide this Accountability Report along with additional information regarding data summarized in this report
online: www.bsu.edu/teachers/charter

PURPOSE OF THE ACCOUNTABILITY REPORT

of BSU Charter Schools

Each year, the Ball State University Office of Charter Schools (OCS) publishes an accountability report indicating the performance of its authorized charter schools. This is the twelfth annual accountability report.

The purpose of this report is to provide a performance snapshot of each charter school authorized by Ball State that operated during 2013-2014, as well as a general summary of the success of the Ball State charter program. The accountability report provides information about each school's educational philosophy and approach; demographics of the school's student population; 2013-2014 state student achievement data in the form of ISTEP+, IREAD, End of Course Assessments and graduation rates, as well as data from the Northwest Evaluation Association (NWEA) Measure of Academic Progress results.

This report summarizes the performance of each school for the academic year 2013-2014, and, when applicable, goes back five years in operation. School performance data is obtained from the state assessment program, and the ISTEP+ assessment. The Indiana Department of Education reports test results only at the school level by grade. Because individual student performance has not been made available to OCS, the office is presently unable to track individual student progress for the ISTEP+ assessment. Without individual student performance on the ISTEP+, specific gains of those individual students from year-to-year cannot be tracked.

However, using Indiana's growth model data does provide some insight into the progress of students within BSU-authorized charter schools. Growth model data for Spring 2014 shows that 69% of BSU-authorized schools demonstrated typical growth in English/Language Arts and 59% demonstrated typical or high growth in Math. OCS recognizes that focusing on standardized test passing rates alone does not take into account such factors as the movement of individual students into and out of schools. This student mobility is significant for some of the Ball State-authorized schools, thereby masking performance gains of students who remain at a school for a number of years. Ideally, for accuracy, the performance of a school should be based on the impact of its educational program on the same students over a reasonable period of time.

The NWEA Measures of Academic Progress has been used not only as an accountability tool, but also as a means for identifying individual students' areas of needed improvement. The percentages of students achieving their NWEA target growth rate are included here to provide another indicator of student performance, but this should not be considered a complete evaluation of the school's success in achieving growth among students.



OVERVIEW

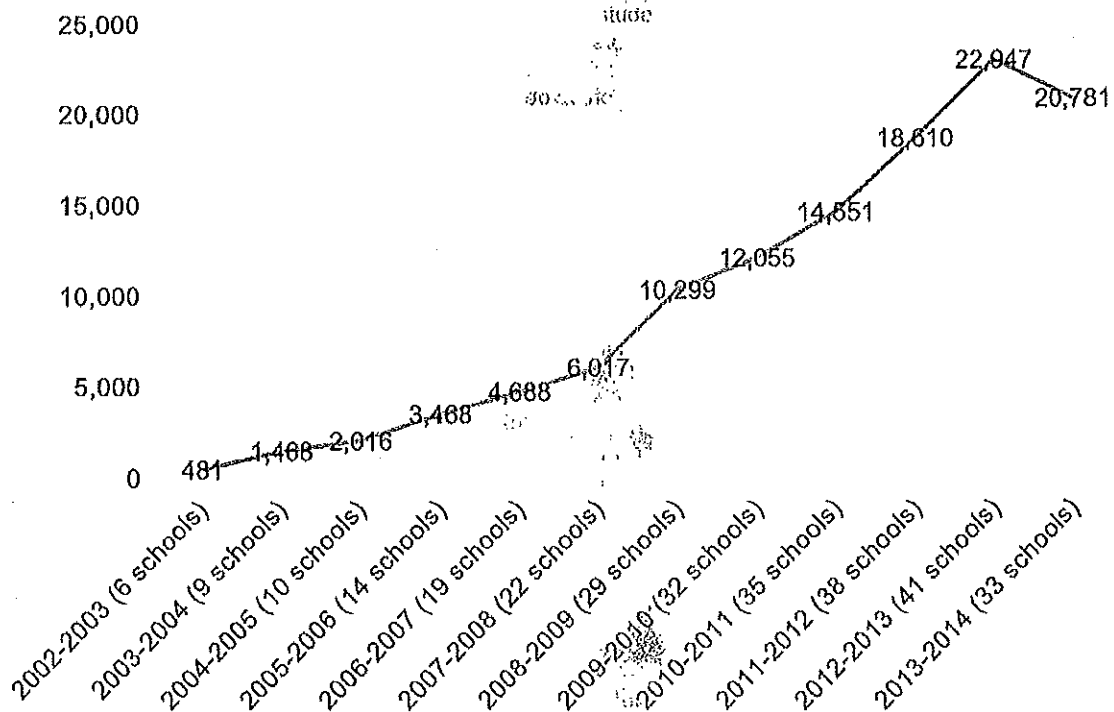
of BSU Charter Schools

What are Charter Schools?

Charter schools are independent public schools that are open to all students and are state-funded. Students do not pay tuition to attend these schools, which are designed and operated by educators, parents, and community leaders. In Indiana, charter schools may be authorized by a limited number of entities, such as the executive of a consolidated city or a state, public and private universities offering four-year degrees, and a state-wide authorizing board. Ball State has served as an authorizer since 2002.

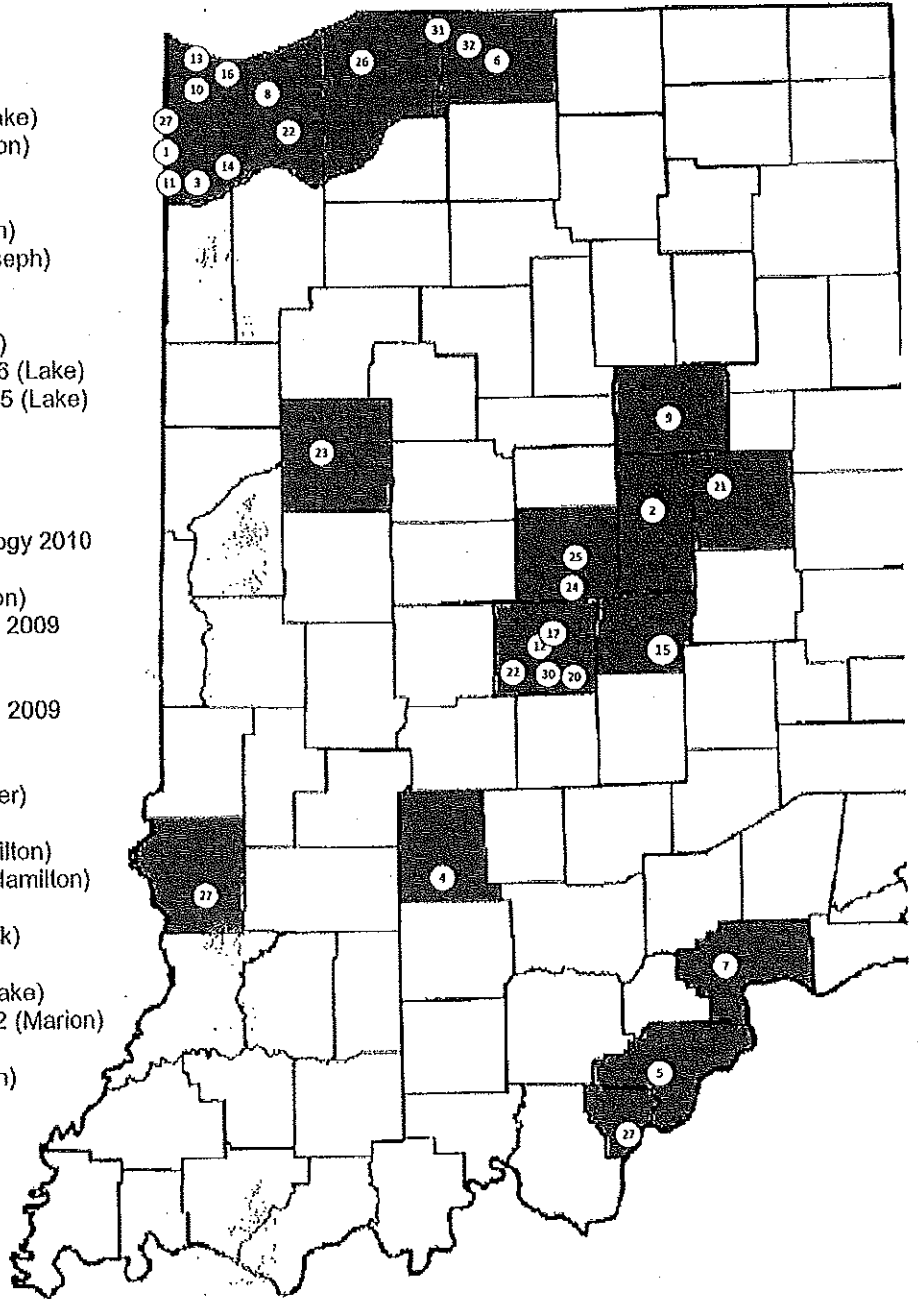
Through these schools, Ball State University helps expand the educational choices available to Indiana students. Each school authorized by the University. Similar to public schools, charter schools are held to high academic standards. Each Ball State-sponsored charter school is required to fulfill the conditions set forth in its charter, as well as to achieve the performance standards set forth in Ball State's Performance Frameworks, which serves as the accountability plan for all schools sponsored by Ball State. Charter schools must participate in state testing programs, provide open enrollment to all students, hire certified teachers, publish annual reports, and comply with Indiana Access Laws. The educational programs offered in charter schools are often new and innovative approaches to instruction that can be tailored to the specific needs of students. Charter schools are allowed considerable autonomy through the Indiana Charter Law. In exchange for that autonomy, each school is held to a high level of accountability.

Enrollment History of Ball State University Authorized Charter Schools (2014)



MAP OF BALL STATE CHARTER SCHOOLS

1. 21st Century Charter School at Gary 2005 (Lake)
2. Anderson Preparatory Academy 2008 (Madison)
3. Aspire Charter Academy 2008 (Lake)
4. Bloomington Project School 2009 (Monroe)
5. Canaan Community Academy 2012 (Jefferson)
6. Career Academy of South Bend 2011 (St. Joseph)
7. Community Montessori 2002 (Floyd)
8. Discovery Charter School 2010 (Porter)
9. Dr. Robert H. Faulkner Academy 2008 (Grant)
10. East Chicago Lighthouse Charter School 2006 (Lake)
11. East Chicago Urban Enterprise Academy 2005 (Lake)
12. Fall Creek Academy 2012 (Marion)
13. Gary Lighthouse Charter School 2005 (Lake)
14. Gary Middle College 2012 (Lake)
15. Geist Montessori Academy 2006 (Hancock)
16. Hammond Academy for Science and Technology 2010 (Lake)
17. Hoosier Academy - Indianapolis 2008 (Marion)
18. Imagine IN Life Sciences - Indianapolis West 2009 (Marion)
19. Indiana Connections Academy 2012 (Virtual)
20. Imagine IN Life Sciences - Indianapolis West 2009 (Marion)
21. Inspire Academy 2013 (Delaware)
22. Neighbor's New Vista High School 2012 (Porter)
23. New Community School 2002 (Tippecanoe)
24. Options Charter School - Carmel 2004 (Hamilton)
25. Options Charter School - Noblesville 2006 (Hamilton)
26. Renaissance Academy 2007 (La Porte)
27. Rock Creek Community Academy 2010 (Clark)
28. Rural Community Academy 2004 (Sullivan)
29. Thea Bowman Leadership Academy 2003 (Lake)
30. University Heights Preparatory Academy 2012 (Marion)
31. Veritas Academy 2002 (St. Joseph)
32. Xavier School of Excellence 2009 (St. Joseph)



2013-2014 STUDENT ENROLLMENT

of BSU Charter Schools

School Name	Enrollment	Attendance Rate	Mobility	# of Students Suspensions	# of Students Expelled	# of students Absent 10% or more, for any reason	% of students with Chronic Absenteeism
21st Century Charter School at Gary	632	93.8%	11.3%	241	2	103	14.8%
Anderson Preparatory Academy	906	95.9%	21.2%	249	0	49	5.4%
Aspire Charter Academy	697	94.0%	8.0%	182	0	90	12.9%
The Bloomington Project School	267	96.0%	4.3%	10	0	9	3.4%
Canaan Community Academy	114	95.2%	23.2%	0	0	10	8.8%
Career Academy at South Bend	380	94.0%	33.5%	94	1	66	17.4%
Community Montessori Inc	526	96.4%	6.6%	18	1	10	1.9%
Discovery Charter School	493	95.8%	2.8%	6	0	31	6.3%
Dr Robert H Faulkner Academy	189	97.8%	10.5%	0	0	0	0
East Chicago Lighthouse Charter School	429	95.4%	12.0%	62	2	22	5.1%
East Chicago Urban Enterprise Academy	422	97.2%	2.1%	54	0	1	2.6%
Fall Creek Academy	487	91.0%	32.9%	225	0	118	24.2%
Gary Lighthouse Charter School	1487	93.1%	16.8%	603	0	281	18.9%
Gary Middle College	284	74.9%	11.6%	21	0	130	45.8%
Gelst Montessori Academy	327	94.8%	8.9%	11	0	38	11.6%
Hammond Academy of Science and Technology	567	96.0%	10.5%	37	0	14	2.5%
Hoosier Academy -- Indianapolis Virtual School	4151	96.6%	42.2%	0	490	0	0
Hoosier Academy -- Indianapolis	456	97.8%	34.4%	0	1	7	1.5%
Imagine Indiana Life Sciences Academy - West	573	94.5%	17.9%	153	2	65	11.3%
Indiana Connections Academy	3013	90.4%	42.2%	24	47	1000	33.2%
Indiana Math and Science Academy	584	95.5%	22.0%	126	1	46	7.9%
Inspire Academy	124	95.2%	33.3%	6	0	7	5.6%
Neighbors' New Vistas High School	184	80.3%	14.0%	51	0	113	61.4%
New Community School	209	90.9%	14.1%	19	1	67	32.1%
Options Charter School -- Carmel	170	95.0%	19.3%	20	4	25	14.7%
Options Charter School -- Noblesville	162	95.4%	50.3%	31	1	20	12.3%
Renaissance Academy Charter School	223	97.0%	6.0%	4	1	3	1.3%
Rock Creek Community Academy	462	96.3%	12.2%	24	0	19	4.1%
Rural Community Schools Inc	140	96.7%	16.0%	2	0	4	2.9%
Thea Bowman Leadership Academy	1450	93.3%	2.9%	396	0	287	19.8%
University Heights Preparatory Academy	230	86.8%	34.7%	90	0	121	52.6%
Veritas Academy	121	95.4%	19.0%	10	0	12	9.9%
Xavier School of Excellence	322	94.5%	16.7%	34	4	40	12.4%

Data no longer available for closed schools.

DIVERSITY OF BSU CHARTER SCHOOLS

Ball State is a leader in the development and promotion of educational innovations and best practices for public schools in Indiana. Serving as Indiana's first postsecondary institution authorizing public charter schools was one way Ball State University demonstrated its commitment to redefining education and building better communities. Ball State University remains the largest postsecondary institution authorizer in the state. The chart below demonstrates the diversity found in BSU charter schools as compared to traditional public schools in the state of Indiana.

School Type Comparisons

2013-2014	Traditional Public Schools		BSU Authorized Charter Schools		
Enrollment	1,047,430		21,093		
Ethnicity	Number	Percent	Number	Percent	Range
Black	128,836	12.3	7,493	36.1	0% - 97.2%
White	742,288	70.9	10,159	48.9	0% - 97.4%
Hispanic	106,254	10.1	2,022	9.7	0% - 60.8%
Multiracial	46,904	4.5	922	4.4	0% - 16.1%
Asian	19,905	1.9	138	0.7	0% - 4.7%
American Indian	2,584	0.2	41	0.2	0% - 1.4%
Native Hawaiian/Pacific Island	659	0.0	6	0.03	0% - 0.5%
Lunch (Free/Reduced/Paid)					
Free	433,256	41.4	9,909	47.7	9.5% - 90.3%
Reduced	82,544	7.9	1,479	7.1	0.4% - 16.7%
Paid	531,630	50.8	9,393	45.2	6.8% - 89.6%
Special Education	154,745	14.8	2,796	13.5	2.5% - 32.1%
English Language Learner	55,776	5.3	711	3.4	0 - 33.3%

INDIANA'S STATE ACCOUNTABILITY SYSTEM

Ball State University Authorized Charter Schools PL 221 Status

Beginning with the 2011-12 school year, new metrics were used to assign category designations (letter grades) to schools. These new A-F grades were designed to improve transparency by allowing parents and community members to better recognize how well Indiana schools are performing. The A-F model measures proficiency and growth on state assessments, and includes college and career readiness performance indicators for high schools. A more detailed explanation of how the A-F grade is calculated for schools can be found on the IDOE website, <http://www.doe.in.gov/accountability/f-accountability>

Additionally, a detailed breakdown for each school is provided on their school's COMPASS profile, in the report card under the Accountability Tab. <http://compass.doe.in.gov/>

SCHOOL NAME	2013-14	2012-2013	2011-2012	2010-2011	2009-2010
21st Century Charter School at Gary	D	C		A	A
Anderson Preparatory Academy	A	D	D	D	B
Aspire Charter Academy	D	D	C	C	F
The Bloomington Project School	A	A	C	C	F
Canaan Community Academy	*	A			
Career Academy at South Bend	F	F	F		
Community Montessori	D	D	D	C	F
Discovery Charter School	A	A	A	B	
Dr Robert H Faulkner Academy	B	A	C	A	A
East Chicago Lighthouse	D	F	D	C	C
East Chicago Urban Enterprise Academy	A	C	D	F	C
Fall Creek Academy	F	F	F	C	C
Gary Lighthouse Charter School	D	F	F	F	C
Gary Middle College	**	**	Not open	Not open	Not open
Geist Montessori Academy	A	C	A	A	A
Hammond Academy of Science & Tech	B	D	F	D	
Hoosier Academy - Indianapolis Virtual School	F	F	F	F	C
Hoosier Academy - Indianapolis	C	C	B	D	C
Imagine Indiana Life Science Academy West		D	C	D	F
Indiana Connections Academy	D	D	D	B	
Indiana Math and Science Academy	C	F	B	A	A
Inspire Academy	D	Not open	Not open	Not open	Not open
Neighbors' New Vistas High School	**	**	Not open	Not open	Not open
New Community School	F	C	F	C	B
Options Charter School - Carmel	F	F	F	C	F
Options Charter School Noblesville	F	F	F	F	F
Renaissance Academy Charter School	A	A	A	B	A
Rock Creek Community Academy	A	B	C	D	
Rural Community Academy	B	A	B	A	A
Thea Bowman Leadership Academy	D	D	C	C	A
University Heights Preparatory Academy	D	D	D	C	D
Veritas Academy	A	D	A	C	C
Xavier School of Excellence	F	F	C	C	A

* Canaan Community Academy does not have an A-F grade in 2013-14 due to invalidation of its 2013-14 ISTEP tests

** Gary Middle College and Neighbors' New Vistas High School do not get an A-F grade because their student population is too small.

INDIANA'S STATE ACCOUNTABILITY SYSTEM

BSU Authorized Charter Schools 2014 ISTEP Results

Corporation Name	ELA Percent Pass	ELA Median Growth	ELA Growth Category	Math Percent Pass	Math Median Growth	Math Growth Category	2013-14 Pass Both Math and ELA Percent
21st Century Charter School at Gary	58.9%	34.5%	Low	64.7%	42.5%	Typical	45.8%
Anderson Preparatory Academy	72.0%	46.0%	Typical	85.4%	54.5%	Typical	68.0%
Aspire Charter Academy	61.3%	34.0%	Low	69.4%	44.0%	Typical	51.4%
The Bloomington Project School	85.1%	53.0%	Typical	93.8%	65.0%	High	84.8%
Canaan Community Academy							
Career Academy at South Bend	64.0%	44.0%	Typical	62.5%	25.0%	Low	53.5%
Community Montessori Inc	71.2%	49.0%	Typical	58.9%	51.0%	Typical	52.7%
Discovery Charter School	92.4%	48.0%	Typical	92.0%	61.0%	Typical	88.0%
Dr Robert H Faulkner Academy	86.0%	47.0%	Typical	84.9%	30.0%	Low	78.5%
East Chicago Lighthouse Charter School	68.9%	37.0%	Typical	66.7%	30.0%	Low	56.7%
East Chicago Urban Enterprise Academy	79.8%	54.0%	Typical	84.2%	61.0%	Typical	73.3%
Fall Creek Academy	50.0%	27.0%	Low	45.8%	19.0%	Low	33.2%
Gary Lighthouse Charter School	59.1%	42.0%	Typical	47.2%	25.0%	Low	37.9%
Geist Montessori Academy	87.6%	59.5%	Typical	73.6%	41.0%	Typical	70.1%
Hammond Academy of Science & Technology	75.7%	52.0%	Typical	79.4%	41.0%	Typical	70.0%
Hoosier Academy- Indianapolis Virtual School	55.3%	26.0%	Low	55.5%	25.0%	Low	45.9%
Hoosier Academy - Indianapolis	72.4%	42.5%	Typical	79.9%	52.0%	Typical	68.1%
Imagine Indiana Life Sciences Academy - West	52.9%	37.0%	Typical	63.8%	43.5%	Typical	42.1%
Indiana Connections Academy	82.3%	45.0%	Typical	72.1%	25.0%	Low	67.5%
Indiana Math and Science Academy	59.1%	45.0%	Typical	68.8%	50.5%	Typical	49.2%
Inspire Academy	67.4%	26.0%	Low	63.0%	14.5%	Low	54.3%
New Community School	76.5%	32.5%	Low	66.7%	22.0%	Low	59.8%
Renaissance Academy Charter School	93.0%	48.0%	Typical	86.0%	47.5%	Typical	84.2%
Rock Creek Community Academy	81.3%	56.0%	Typical	82.9%	60.0%	Typical	74.2%
Rural Community Schools Inc	83.5%	50.0%	Typical	83.5%	41.0%	Typical	74.1%
Thea Bowman Leadership Academy	66.2%	34.0%	Low	62.3%	22.0%	Low	51.9%
University Heights Preparatory Academy	47.0%	24.0%	Low	63.2%	28.0%	Low	40.9%
Veritas Academy	77.3%	60.0%	Typical	78.8%	46.5%	Typical	71.2%
Xavier School of Excellence	56.4%	37.0%	Typical	58.1%	37.0%	Typical	48.0%

* 2014 ISTEP⁺ test results invalidated due to security test concerns.

INDIANA'S STATE ACCOUNTABILITY SYSTEM

BSU Authorized Charter Schools 2014 IREAD Results

Like all public schools, charter schools are required to administer the Indiana Reading Evaluation and Determination (IREAD-3) assessment. The purpose of the IREAD-3 assessment is to measure foundational reading standards developed through grade three. Overall, 90.6% of Indiana public school students passed the IREAD assessment in 2013-14. Students who do not pass the spring assessment are retested in the summer. A school's final IREAD score is updated following the summer retest. Students who do not pass the summer retest, may be retained in third grade.

Corporation Name	Spring 2013-14			
	IREAD TEST N	IREAD PASS N	IREAD Pass %	Final Pass %
21st Century Charter School at Gary	55	36	65.45%	68.50%
Anderson Preparatory Academy	58	53	91.38%	91.38%
Aspire Charter Academy	81	73	90.12%	95.12%
The Bloomington Project School	34	32	94.12%	97.14%
Canaan Community Academy	15	13	86.67%	86.67%
Community Montessori Inc	37	29	78.38%	82.05%
Discovery Charter School	71	66	92.96%	95.89%
Dr Robert H Faulkner Academy	20	19	95.00%	94.74%
East Chicago Lighthouse Charter	52	43	82.69%	80.36%
East Chicago Urban Enterprise Academy	48	43	89.58%	97.96%
Fall Creek Academy	42	28	66.67%	75.61%
Gary Lighthouse Charter School	107	67	62.62%	68.47%
Geist Montessori Academy	48	40	83.33%	85.71%
Hoosier Academy - Indianapolis Virtual School	195	132	67.69%	69.77%
Hoosier Academy - Indianapolis	37	28	75.68%	75.00%
Imagine Indiana Life Sciences Academy-West	73	56	76.71%	83.56%
Indiana Connections Academy	90	75	83.33%	86.81%
Indiana Math and Science Academy	50	33	66.00%	73.07%
Inspire Academy	25	22	88.00%	88.00%
New Community School	29	27	93.10%	93.10%
Renaissance Academy Charter School	23	22	95.65%	95.65%
Rock Creek Community Academy	39	37	94.87%	97.44%
Rural Community Schools Inc	18	16	88.89%	94.44%
Thea Bowman Leadership Academy	115	94	81.74%	85.84%
Veritas Academy	14	14	100.00%	100.00%
Xavier School of Excellence	32	25	78.13%	84.38%

END OF COURSE ASSESSMENTS AND GRADUATION RATES

BSU Authorized Charter Schools 2014

2014 END OF COURSE ASSESSMENTS

The End of Course Assessments (ECAs) are tests developed specifically for students completing their high school level instruction in Algebra I, Biology I, or English 10. Passing both Algebra I and English 10 are required to meet the graduation testing requirement. Students are not required to pass the Biology ECA in order to graduate. Students can retake the ECAs once each semester.

School Name	2013-14 % Pass Both English 10 and Algebra I	2013-14 % Pass English 10	2013-14 % Pass Algebra I
21st Century Charter School at Gary	63.6%	65.9%	84.6%
Anderson Preparatory Academy	78.3%	85.7%	73.8%
Community Montessori	35.3%	66.7%	51.9%
Fall Creek Academy	46.2%	48.1%	51.5%
Hoosier Academy - Indianapolis	54.5%	75.0%	53.3%
Indiana Connections Academy	70.9%	90.9%	41.9%
Indiana Math & Science Academy	65.6%	68.8%	81.0%
Options Charter School - Carmel	25.0%	43.8%	21.4%
Options Charter School Noblesville	30.8%	65.4%	25.0%
Rock Creek Community Academy	53.8%	57.7%	68.6%
Thea Bowman Leadership Academy	62.8%	73.8%	64.2%
University Heights Preparatory Academy	65.0%	73.2%	60.0%
Indiana Statewide	72.8%	78.2%	73.3%

2014 GRADUATION RATES

State law (IC 20-26-13) indicates that the graduation rate is the percentage of students within a cohort who graduate during their expected graduation year. The expected graduation year is defined as three years after a student is first considered to have entered grade 9.

The non-waiver rate excludes those graduates who received a diploma with a waiver and have not met the basic expectation that all students pass the state's ECA Graduation Examinations before exiting high school with a diploma. Students can receive graduation waivers in three ways: 1) by successfully completing Core 40 coursework; 2) by demonstrating to the satisfaction of the high school that they have met the achievement standard measured by the Graduation Examination through other means; or, 3) by completing an internship and a workforce readiness assessment.

School Name	2014 In Cohort N	2014 Total Graduate N	2014 Total Graduation Rate	2014 Non-Waiver Graduate N	2014 Non-Waiver Graduation Rate	2014 Waiver Graduate N	2014 Waiver Graduation Rate
21st Century Charter School at Gary	35	33	94.3%	33	94.3%	0	0
Anderson Preparatory Academy	62	59	95.2%	57	91.9%	2	3.4%
Career Academy at South Bend	36	11	30.6%	10	27.8%	1	9.1%
Community Montessori	27	25	92.6%	16	59.3%	9	36%
Fall Creek Academy	20	13	65.0%	11	55.0%	2	15.4%
Gary Lighthouse Charter School	93	78	83.9%	62	66.7%	16	20.5%
Gary Middle College	75	6	8.0%	6	8.0%	0	0
Hoosier Academy Virtual Charter School	227	39	17.2%	30	13.2%	9	23.1%
Hoosier Academy - Indianapolis	49	14	28.6%	14	28.6%	0	0
Indiana Connections Academy	415	200	48.2%	180	43.4%	20	11.1%
Indiana Math & Science Academy	30	28	93.3%	25	83.3%	3	10.7%
Neighbors' New Vistas High School	62	17	27.4%	16	25.8%	1	5.9%
Options Charter School - Carmel	40	12	30.0%	12	30.0%	0	0
Options Charter School Noblesville	66	27	40.9%	22	33.3%	5	18.5%
Rock Creek Community Academy	22	22	100.0%	21	95.5%	1	4.5%
Thea Bowman Leadership Academy	112	101	90.2%	101	90.2%	0	0
University Heights Preparatory Academy	30	15	50.0%	15	50.0%	0	0

DIPLOMA TYPES AND DROP OUT DATA

BSU Authorized Charter Schools 2014

The Indiana General Assembly made completion of Core 40 a graduation requirement for all students beginning with those who entered high school in the fall of 2007. The legislation includes an opt-out provision for parents who determine their students could receive a greater benefit from the General Diploma. The legislation also made Core 40 a minimum college admission requirement for the state's public four-year universities beginning in the fall of 2011.

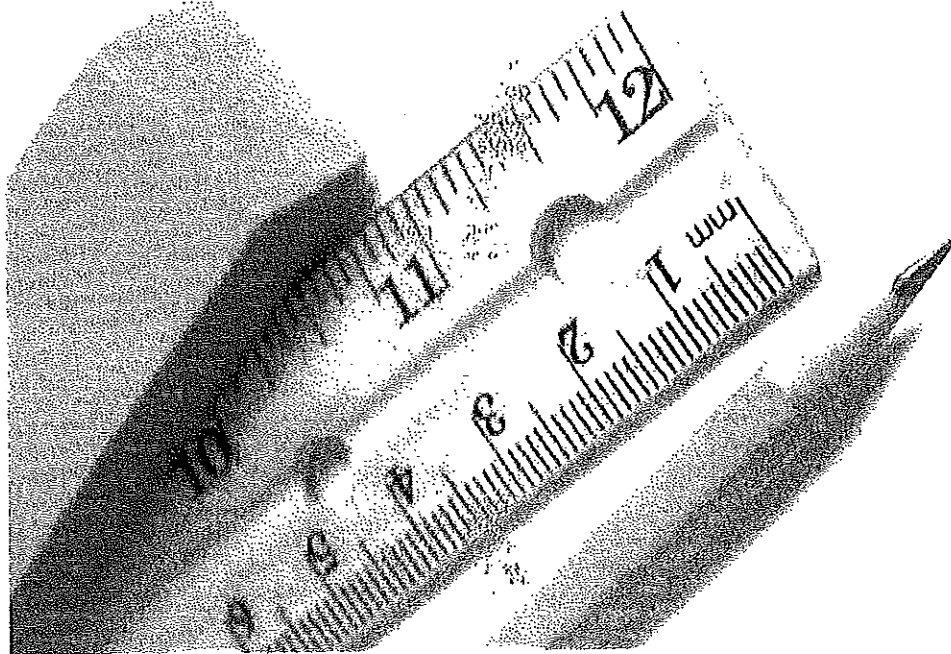
School Name	2013-14 Diploma Quality						2013-14 Drop Out Data	
	Core %	Core #	Honors %	Honors #	General %	General #	Drop Out %	Drop Out #
21st Century Charter School at Gary	100%	33	0%	0	0%	0	2.9%	1
Anderson Preparatory Academy	72.9%	43	27.1%	16	0%	0	1.6%	1
Career Academy of South Bend	81.8%	9	9.1%	1	9.1%	1	19.4%	7
Community Montessori	84%	21	12%	3	4%	1	3.7%	1
Fall Creek Academy	100%	13	0%	0	0%	0	5%	1
Gary Lighthouse Charter School	100%	78	0%	0	0%	0	2.2%	2
Gary Middle College	n/a	n/a	n/a	n/a	n/a	n/a	42.7%	32
Hoosier Academy - Indianapolis virtual	69.2%	27	5.1%	2	25.6%	10	74.9%	170
Hoosier Academy - Indianapolis	64.3%	9	35.7%	5	0%	0	53.1%	26
Indiana Connections Academy	88.5%	177	11.5%	23	0%	0	26.7%	111
Indiana Math & Science Academy	82.1%	23	17.9%	5	0%	0	3.3%	1
Neighbors' New Vistas High School	82.4%	14	0%	0	17.6%	3	32.3%	20
Options Charter School - Carmel	66.7%	8	0%	0	33.3%	4	20%	8
Options Charter School Noblesville	61.9%	14	0%	0	48.1%	13	27.3%	18
Rock Creek Community Academy	54.5%	12	45.5%	10	0%	0	0%	0
Thea Bowman Leadership Academy	72.3%	73	27.7%	28	0%	0	0%	0
University Heights Preparatory Academy	93.3%	14	6.7%	1	0%	0	26.7%	8
Ball State Schools	81.80%	568	13.50%	94	4.60%	32	37%	407
State	50.5%		34.8%		14.7%		4.7%	

NORTHWEST EVALUATION ASSOCIATION-MAP

Performance Categories

Northwest Evaluation Association (NWEA)

The Northwest Evaluation Association (NWEA), a nonprofit organization, has partnered with school corporations and educational agencies across the nation to provide comprehensive assessment since 1977. More than two million students in the United States participate in NWEA assessments each year, providing an ample body of reference data for achievement norms. With a variety of support services, resource materials, and in-depth training, NWEA is a leader in longitudinal research for student achievement and growth and school improvement. In keeping with the NWEA mission to help all students learn, the organization uses assessment data to provide instructional tools for educators. Test results are made available for immediate use, with detailed reports and interpretation of student performance. The majority of Ball State-authorized charter schools administer the Measure of Academic Progress (MAP) standardized test in the fall and the spring. Growth rates are determined by the change in scores from fall to spring. Target growth rates are individualized, based upon the average for comparison students in the normal group who received a similar score. The target rate for one student may not be the same as the target rate for another. The percentage of students meeting their target growth rate for each school includes only those students present for both the fall and spring testing. This is the sixth year in which NWEA assessments have been part of the accountability reporting. This data provides another snapshot of student performance that is focused specifically on student growth.



NWEA

Fall 2013 – Spring 2014

School Name	% of Students meeting reading growth target	% of Students meeting language arts growth target	% of Students meeting math growth target
21st Century Charter School at Gary	65.5%	62.6%	65.4%
Anderson Preparatory Academy	60.2%	65.4%	63.9%
Aspire Charter Academy	65.7%	64.1%	70.7%
The Bloomington Project School	59.6%	53.6%	63.6%
Canaan Community Academy	n/a	n/a	n/a
Career Academy at South Bend	57.9%	58.6%	52.9%
Community Montessori	41.1%	45.3%	41.1%
Discovery Charter School	69.1%	71.4%	78.4%
Dr Robert H Faulkner Academy	45.6%	40.9%	43.9%
East Chicago Lighthouse Charter School	57.1%	58.6%	47.8%
East Chicago Urban Enterprise Academy	66.7%	61.9%	67.0%
Fall Creek Academy	n/a	n/a	n/a
Gary Lighthouse Charter School	50.5%	57.5%	47.4%
Gary Middle College	*	*	*
Geist Montessori Academy	38.8%	42.2%	37.9%
Hammond Academy of Science & Tech	58.4%	61.2%	56.8%
Hooster Academy - Indianapolis Virtual School	n/a	n/a	n/a
Hooster Academy - Indianapolis	n/a	n/a	n/a
Imagine Indiana Life Science Academy West	49.1%	50.0%	49.9%
Indiana Connections Academy	n/a	n/a	n/a
Indiana Math and Science Academy	n/a	n/a	n/a
Neighbors' New Vistas High School	n/a	n/a	n/a
New Community School	46.9%	53.6%	34.0%
Options Charter School - Carmel	*	*	*
Options Charter School Noblesville	70.0%	50.0%	37.5%
Renaissance Academy Charter School	53.1%	45.6%	56.8%
Rock Creek Community Academy	71.9%	65.5%	74.3%
Rural Community Academy	57.9%	59.3%	75.9%
Thea Bowman Leadership Academy	45.3%	49.5%	43.8%
University Heights Preparatory Academy	42.1%	n/a	39.2%
Veritas Academy	59.2%	52.7%	69.3%
Xavier School of Excellence	54.8%	58.5%	56.0%

Due to statistical unreliability, summary data for groups of less than 10 are not shown.

2013-2014 MINORITY STUDENTS, FREE AND REDUCED LUNCH AND SPECIAL ED SERVICES

School Name	% of Minority Students	Received Free Lunch	Received Reduced Lunch	% Free & Reduced Lunch	Identified for Special Ed Svcs
21st Century Charter School at Gary	100.0%	514	18	84.1%	4.9%
Anderson Preparatory Academy	37.4%	391	91	53.2%	19.0%
Aspire Charter Academy	100.0%	610	41	93.4%	11.3%
The Bloomington Project School	25.1%	65	27	34.4%	22.1%
Canaan Community Academy	2.6%	53	9	54.4%	28.9%
Career Academy at South Bend	51.1%	214	43	67.6%	24.2%
Community Montessori	13.1%	108	88	37.2%	20.5%
Discovery Charter School	21.9%	82	35	23.7%	7.1%
Dr Robert H Faulkner Academy	60.3%	105	26	69.4%	9.5%
East Chicago Lighthouse Charter School	97.4%	367	26	91.6%	8.6%
East Chicago Urban Enterprise Academy	99.5%	323	23	82.0%	7.6%
Fall Creek Academy	95.3%	440	14	93.2%	14.0%
Gary Lighthouse Charter School	99.5%	4073	70	76.9%	8.6%
Gary Middle College	97.9%	87	1	31.0%	2.5%
Geist Montessori Academy	19.9%	31	3	10.4%	15.9%
Hammond Academy of Science & Tech	75.5%	238	34	48.0%	5.8%
Hoosier Academy - Indianapolis Virtual School	19.4%	1185	243	34.4%	16.1%
Hoosier Academy - Indianapolis	27.9%	72	33	23.0%	20.6%
Imagine Indiana Life Science Academy West	97.2%	468	17	84.7%	10.8%
Indiana Connections Academy	17.6%	1110	356	48.6%	12.0%
Indiana Math and Science Academy	92.3%	265	37	51.7%	11.1%
Inspire Academy	56.5%	87	13	80.7%	16.9%
Neighbors' New Vistas High School	52.7%	686	14	59.8%	11.4%
New Community School	18.2%	73	26	47.3%	21.5%
Options Charter School - Carmel	23.3%	51	8	34.7%	22.9%
Options Charter School Noblesville	23.5%	64	14	48.1%	31.5%
Renaissance Academy Charter School	12.3%	42	9	22.9%	12.1%
Rock Creek Community Academy	20.3%	67	20	18.8%	22.1%
Rural Community Academy	7.9%	74	11	60.8%	32.1%
Thea Bowman Leadership Academy	99.9%	1056	89	78.9%	7.0%
University Heights Preparatory Academy	24.3%	193	10	88.2%	24.3%
Veritas Academy	70.2%	75	12	71.9%	18.2%
Xavier School of Excellence	85.1%	230	18	77.0%	8.7%

2013-14 School Renewal Decisions

During the 2013-14 school year, seven schools were up for renewal. All seven schools requested renewal. The following renewal decisions were made by the University:

- The Bloomington Project School – On January 31, 2014, the school was advised of the University's decision to renew its charter agreement for five years.
- Community Montessori – On January 31, 2014, the school was advised of the University's decision to renew its charter agreement for three years.
- Imagine Indiana Life Sciences Academy West – By letter dated December 2, 2013, the school advised the University of its decision to withdraw its application for renewal of its charter with the University. The school is now authorized by Trine University.
- Indiana Math and Science Academy – By email dated January 25, 2014, the school advised the University of its decision to withdraw its application for renewal of its charter with the University. The school is now authorized by the Indianapolis Mayor's Office which also authorizes its other charter schools.
- The International School of Columbus – On October 25, 2014, The International School of Columbus closed its doors due to financial reasons.
- Xavier School of Excellence - On January 31, 2014, the school was advised of the University's decision to renew its charter agreement for three years.

The Executive Director of the Office of Charter Schools issues notice of the University's intent to renew or non-renew the Charter by January 31 in the last academic year before expiration of the then current term of the Charter. The Organizer may appeal the decision of the Executive Director not to renew the Organizer's charter. In such an event, following receipt and review of the Hearing Panel's recommendation, the President of the University shall issue final notice of the University's intent to renew or non-renew the Charter by March 1 of the same academic year.

ACADEMIC, FINANCIAL AND ORGANIZATIONAL PERFORMANCE FRAMEWORKS

OCS has developed and adopted national principles and standards for quality charter school authorizing in accordance with IC 20-24-2.2-1.5. These standards are reflected in the Academic, Financial and Organizational Performance Frameworks which are the basis for school evaluation and are incorporated into the charter contract.

The Academic Performance Framework measures:

Student Progress Over Time

- Growth
- Growth of Lowest-Performing Students
- NWEA meeting reading growth target
- NWEA meeting LA target
- NWEA meeting math target
- Indiana Department of Education Median Growth Student Growth Percentile

Student Achievement

- Proficiency Status
- Proficiency Comparison: Home District
- Proficiency Comparison: Similar Schools
- Proficiency Comparison: Subgroup Proficiency
- ISTEP - passing math
- ISTEP - passing ELA
- ISTEP - passing both
- Indiana Department of Education Ranking of Schools taking ISTEP within the State, County and Local Districts
- Schools serving 3rd Grade - Percent passing the State I-READ Test
- Indiana Department of Education Median Growth Student Growth Percentile

State, Federal and Ball State Accountability

- State Accountability System
- AYP
- A-F State Accountability System
- Results under Practices Policies and Procedures for the Monitoring and Renewal of Charter Schools Authorized by Ball State University
- Charter Proposal

Post-Secondary Readiness

- SAT/ACT Performance and Participation 2.4.a.1 and 2.4.a.2
- High School Graduation 2.4.b
- Post-Secondary College Enrollment/Employment 2.4.c and 2.4.d

ACADEMIC, FINANCIAL AND ORGANIZATIONAL PERFORMANCE FRAMEWORKS

The Financial Performance Framework measures:

Near Term Indicators

- Current Ratio
- Cash to Current Liabilities
- Unrestricted Days Cash On Hand
- Enrollment Variance
- Default on Loans

Sustainability Indicators

- Total Margin
- Debt to Asset Ratio
- Cash Flow
- Debt Service Coverage Ratio

ACADEMIC, FINANCIAL AND ORGANIZATIONAL PERFORMANCE FRAMEWORKS

The Organizational Performance Framework measures:

Education Reform

- Essential Terms of Charter
- Education Requirements
- Special Needs Populations (SPED, ELL)

Financial Management and Oversight

- Reporting and Compliance
- Generally Accepted Accounting Principles

Governance and Reporting

- Governance Requirements
- Management Oversight
- Reporting Requirements

Additional Legal Obligations

- Students and Employees
 - Student Rights
 - Attendance
 - Credentialing
 - Employee Rights
 - Background Checks
- School Environment
 - Facilities and Transportation
 - Health and Safety
 - Information Handling
- Additional Obligations

2013-2014 ADMINISTRATIVE FEES RECEIVED

Ball State University receives an administrative fee of three percent (3%) of the total amount the organizer receives during the state fiscal year from basic tuition support (as defined in IC 20-43-1-8) as permitted pursuant to IC 20-24-7-7. The chart below reflect the amounts of those fees collected from each of its charter schools during the 2013-14 fiscal year.

School	Annual Fees
21st Century	\$87,340.94
Anderson Prep	\$119,387.99
Aspire	\$103,421.14
Bloomington	\$32,057.55
Canaan Community Academy	\$14,792.88
Career Academy of South Bend	\$51,150.08
Community Montessori	\$68,466.50
Discovery	\$62,846.61
East Chicago Lighthouse	\$52,526.87
East Chicago Urban	\$58,101.56
Fall Creek Academy	\$61,715.77
Faulkner	\$25,510.14
Gary Lighthouse	
K-2 Campus	\$33,681.11
3-7 Campus	\$82,765.11
CPA Campus	\$101,043.35
Gary Middle College	\$30,760.83
Geist Montessori	\$42,129.15
Hammond	\$82,606.27
Hoosier - Indy	\$60,953.10
Hoosier - Indy (virtual)	\$492,095.02
Indiana Connections Academy	\$339,212.28
Inspire Academy	\$7,059.12
Neighbors' New Vistas High School	\$26,843.02
New Community	\$27,552.89
Options - Carmel	\$22,479.50
Options - Noblesville	\$22,822.19
Renaissance	\$29,084.78
Rock Creek	\$63,364.49
Rural Community	\$17,407.89
Thea Bowman	\$212,139.91
University Heights Preparatory Academy	\$31,594.65
Veritas	\$14,220.02
Xavier	\$41,463.69
Total 2013-14 Administrative Fees	\$2,518,596.40

2013-2014 EXPENDITURES

The Office of Charter Schools (OCS) has a staff of 6 full-time employees. In addition, the OCS reimburses for expenses the women and men who take time away from their normal activities to review the charter school proposals. These individuals are not employees of the University. The university provides office space, access to university counsel, media consultation and other university resources and personnel. In addition, it provides the following benefits to all of its schools:

- Board Training for all its schools
- NWEA Testing for all its schools
- NWEA Regional Workshops (i.e., Regional Growth & Goals Workshop, Climbing the Data Ladder Workshop, etc.)
- Annual Fiscal Audits
- Academic Site Visits
- An innovative web-based file/data handling system
- Staff support with expertise in the area of finance and special education which is a unique attribute among authorizers in Indiana
- A Research study on Leadership in Charter Schools - collaborating with the Educational Leadership Department on this current research project

The chart below reflect the amounts of those expenditures during the 203-14 fiscal year:

Expenditure	Amount
Salaries (2013-14 7 full-time; 3 graduate assistants)	\$569,208.93
Benefits	\$158,835.09
Advertising	\$17.79
Accrued Expenses	\$29,500.00
Charter School Renewal Review	\$127,180.00
Legal	\$7,347.00
NWEA	202,390.00
Education Resources	\$3,675.00
Board Training/Board Audits	\$14,725.00
Financial Audits	\$1,800.00
Fitzgerald Isaac - Annual Financial Audits	\$496,050.00
Indiana Network of Independent Schools	\$120,000.00
Charter Proposal Review Panel	\$3,070.15
Reconsideration Hearing Panel	\$18,041.20
Office Supplies	\$1,042.13
Minor Equipment	\$2,292.80
Dues and Memberships	\$9,260.00
Repair and Maintenance	\$31.97
Printing	\$1,586.55
Public Impact	\$20,091.55
School Closure Expenses	\$3,084.42
Postage, FedEx, UPS charges	\$335.05
Telephone	\$2,005.88
Conferences/Meetings Facility Rentals and Meals	\$5,894.98
Travel	\$25,443.37
Overhead and Support Services	\$816,577.00
Total 2013-14 Expenditures	\$2,639,485.86

ACKNOWLEDGEMENTS

BSU Office of Charter Schools

Ball State University Office of Charter Schools acknowledges the following organizations for their contribution in improving authorizing practices at the Office of Charter Schools.

National Association of Charter School Authorizers (NACSA) Public Impact

Indiana Department of Education (IDOE)

Indiana Charter School Board

Indianapolis Mayor's Office

**DREXEL FOUNDATION FOR EDUCATIONAL
EXCELLENCE, INC.**

d/b/a THEA BOWMAN LEADERSHIP ACADEMY

Financial Statements and Federal Single Audit Report

June 30, 2013

Fitzgerald | Isaac LLC
Certified Public Accountants

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Table of Contents

	<u>Page</u>
Independent Auditor's Report	1-2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Notes to Financial Statements	6-13
Supplementary Information:	
Schedule of Expenditures of Federal Awards	14
Notes to Schedule of Expenditures of Federal Awards	15
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	16-17
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	18-20
Schedule of Findings and Questioned Costs	21-22
Summary Schedule of Prior Audit Findings	23
Other Reports	24

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Drexel Foundation for Educational Excellence, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of **Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy**, which comprise the statement of financial position as of June 30, 2013, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Drexel Foundation for Educational Excellence, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2013 on our consideration of Drexel Foundation for Educational Excellence, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Drexel Foundation for Educational Excellence, Inc.'s internal control over financial reporting and compliance.



Indianapolis, IN
October 22, 2013

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Statement of Financial Position

<u>Assets</u>	<u>June 30, 2013</u>
Current assets:	
Cash	\$ 1,482,320
Cash - restricted for debt service	183,750
Accounts receivable:	
Grants	990,944
Other	609
Certificate of deposit	524,038
Prepaid expenses	14,323
Total current assets	<u>3,195,984</u>
Property and equipment:	
Land	859,886
Structures and improvements	16,842,714
Equipment	2,542,944
Furniture and fixtures	781,904
Less: accumulated depreciation	(4,552,717)
Property and equipment, net	<u>16,474,731</u>
Other assets:	
Cash restricted for debt service	1,505,075
Debt issuance costs, net of amortization	756,620
	<u>2,261,695</u>
	<u>\$ 21,932,410</u>
<u>Liabilities and Net Assets</u>	
Current liabilities:	
Accounts payable and accrued expenses	\$ 839,169
Current portion of long-term debt	251,871
Total current liabilities	<u>1,091,040</u>
Long-term debt	<u>18,460,000</u>
Total liabilities	<u>19,551,040</u>
Unrestricted net assets	<u>2,381,370</u>
	<u>\$ 21,932,410</u>

See accompanying notes to financial statements.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Statement of Activities

	Year Ended June 30, 2013
<u>Revenue, Gains and Support</u>	
State education support	\$ 9,126,990
Grant revenue:	
State	384,635
Federal	2,540,387
Student fees	220,311
Contributions	10,771
Interest income	1,505
Other	53,605
Total revenue, gains and support	<u>12,338,204</u>
<u>Expenses</u>	
Program services	10,433,985
Management and general	2,919,322
Total expenses	<u>13,353,307</u>
Decrease in net assets before non-operating revenue	(1,015,103)
<u>Non-Operating Revenue</u>	
Gain due to changes in legislative funding	<u>689,600</u>
Decrease in net assets	(325,503)
Net assets, beginning of year	<u>2,706,873</u>
Net assets, end of year	<u>\$ 2,381,370</u>

See accompanying notes to financial statements.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Statement of Cash Flows

	Year Ended June 30, 2013
<u>Operating Activities</u>	
Change in net assets	\$ (325,503)
Adjustments to reconcile change in net assets to cash flows from operating activities:	
Depreciation	934,675
Amortization	28,578
Gain due to change in legislative funding	(689,600)
Change in:	
Accounts receivable	(335,255)
Prepaid expenses	194,135
Accounts payable and accrued expenses	(774,023)
Net cash used by operating activities	<u>(966,993)</u>
<u>Investing Activities</u>	
Acquisition of property and equipment	(130,021)
Net cash used by investing activities	<u>(130,021)</u>
<u>Financing Activities</u>	
Principal repayments of long-term debt	(239,283)
Increase in cash held for debt service	(11,250)
Net cash used by financing activities	<u>(250,533)</u>
Net decrease in cash	(1,347,547)
Cash, beginning of year	<u>2,829,867</u>
Cash, end of year	<u>\$ 1,482,320</u>
Supplemental disclosures:	
Cash paid for interest expense	\$ 1,279,775

See accompanying notes to financial statements.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

June 30, 2013

(1) Summary of Significant Accounting Policies

General

Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy (the "School") is a public benefit not-for-profit organization incorporated under the laws of the State of Indiana. The School operates a public charter school established under Indiana Code 20-24 and is sponsored by Ball State University. The School has entered into a service agreement with American Quality Schools Corporation, an organization incorporated in the State of Illinois, to provide curriculum, managerial, administrative, and financial services to the School.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Accounts Receivable

Accounts receivable relate primarily to activities funded under federal grants and legislation enacted by the State of Indiana. The School believes that it is operating in compliance with regulatory requirements and as such no allowance for doubtful accounts is deemed necessary.

Revenue Recognition

Revenues primarily come from resources provided under the Indiana Charter Schools Act. Under the Act, the School receives an amount per student in relation to the funding received by public schools in the same geographic area. Funding from the State of Indiana is based on enrollment, and is paid in equal monthly installments in January through December following the start of the academic school year. Revenue is recognized in the school year in which educational services are rendered. See Note 2 regarding legislative changes affecting revenue recognition.

A portion of the School's revenue is the product of cost reimbursement grants. Accordingly, the School recognizes revenue under these grants in the amount of costs and expenses at the time they are incurred.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(1) Summary of Significant Accounting Policies, Continued

Property and Equipment

Purchases of these assets and expenditures that materially increase value or extend useful lives are capitalized and are included in the accounts at cost. Routine maintenance and repairs, minor replacement costs, and equipment purchases with a unit cost of less than \$1,000 are charged to expense as incurred.

Depreciation is provided over the estimated useful lives of the respective assets using the straight-line method. The estimated useful lives generally are as follows:

Buildings and improvements.....	15 to 39 years
Equipment	3 to 7 years
Furniture and fixtures	7 years

Taxes on Income

Drexel Foundation for Educational Excellence, Inc. has received a determination from the U.S. Treasury Department stating that it qualifies under the provisions of Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization; however, the School would be subject to tax on income unrelated to its tax-exempt purpose. For the year ended June 30, 2013, no accounting for federal and state income taxes was required to be included in the accompanying financial statements.

Professional standards require the School to recognize a tax liability only if it is more likely than not the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax liability that is greater than 50% likely of being realized on examination. For tax positions not meeting the more-likely-than-not test, no tax liability is recorded. The School has examined this issue and has determined that there are no material contingent tax liabilities or questionable tax positions. The tax years ending 2012, 2011, and 2010 are open to audit for both federal and state purposes.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(1) Summary of Significant Accounting Policies, Continued

Cash Equivalent

The School considers all short-term debt securities purchased with an original maturity of three months or less to be cash equivalents.

Debt Issuance Costs

Costs associated with securing financing under the Indiana Finance Authority Education Facilities Revenue Bonds have been deferred and are being amortized over the term of the bond (30 years) using the straight-line method.

Subsequent Events

The School evaluated subsequent events through October 22, 2013, the date these financial statements were available to be issued. Events occurring through that date have been evaluated to determine whether a change in the financial statements or related disclosures would be required.

(2) Legislative Funding Changes

In 2013, the Indiana legislature passed amendments to the Indiana Charter Schools Act that altered the manner in which charter schools are funded. Prior to enactment, charter schools received funding in equal monthly installments in the calendar year following the start of the academic school year. As such, the School followed the practice of recognizing at June 30 of each year a receivable for payments to be made to the School in the subsequent July through December time period, which represented amounts due for services rendered. Effective July 1, 2013, school funding will be paid following the State of Indiana fiscal year of July to June, which is similar to the School's academic year. As part of this legislative amendment, the funding owed to the School under prior legislation for the period July to December 2013 will no longer be paid.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(2) Legislative Funding Changes, Continued

In the same session, the Indiana legislature appropriated funding from the Indiana general fund to repay Indiana Common School Fund loans and accrued interest outstanding as of June 30, 2013 on behalf of charter schools. The School has applied for and received repayment of its indebtedness under these obligations as of June 30, 2013.

The effect of these legislative amendments has been reflected in the accompanying statement of activities as a gain due to changes in legislative funding and is comprised of the following:

Repayment of Common School Fund loans.....	\$4,507,506
Repayment of accrued interest on Common School Fund loans.....	<u>745,010</u>
	5,252,516
Elimination of School funding	<u>(4,562,916)</u>
	<u>\$ 689,600</u>

(3) Long-Term Debt

Indiana Finance Authority Educational Facilities Revenue Bonds, Series 2009 that are collateralized by the structures and improvements. The loan principal is payable in annual principal installments that vary between \$230,000 and \$2,890,000 through October 2039. Interest payments are made semi-annually at rates that range from 6% to 7% in accordance with the bond agreement. \$18,705,000

Non-interest bearing note payable to Food Service Professionals, Inc. that is due in monthly installments of \$794, with the final payment due in May 2014. The note is collateralized by specific items of equipment.	<u>6,871</u>
	18,711,871
Less: current portion.....	<u>(251,871)</u>
	<u>\$18,460,000</u>

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(3) Long-Term Debt, Continued

The Indiana Finance Authority Educational Facilities Revenue Bond obligation contains certain covenants that limit the School's ability to create liens, incur indebtedness or guarantees, dispose of assets, or change the nature of the business. The bond obligation also contains financial maintenance covenants establishing a minimum debt service coverage ratio. The School has not met the minimum debt service coverage ratio in either of the years ended June 30, 2013 or 2012.

Future maturities of long-term debt are as follows:

<u>Year Ended June 30:</u>	
2014	\$ 251,871
2015	260,000
2016	275,000
2017	295,000
2018	310,000
Thereafter	<u>17,320,000</u>
	<u>\$18,711,871</u>

(4) Leases

The School conducts its elementary school operations from facilities that are leased under a noncancelable lease that expires in June 2017. The lease provides for an initial minimum annual rental payment of \$115,000, which increases by three percent each year through June 2017. The minimum annual rental payment is based on 300 students. There is an additional monthly charge for each student in excess of 300.

Future minimum rental payments required under this lease in years ending June 30, are as follows:

<u>Year Ended June 30:</u>	
2014	\$118,450
2015	122,044
2016	125,664
2017	129,434

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(5) Retirement Plan

Retirement benefits for school employees are provided by the Indiana State Teachers' Retirement Fund ("TRF") and the Indiana Public Employees' Retirement Fund ("PERF"), both of which are multiple-employer defined benefit retirement plans governed by the State of Indiana and administered by the Indiana Public Retirement System ("INPRS") Board. INPRS acts as a common administrative and investment agent for units of state and local government in Indiana. Contribution requirements are determined by the INPRS Board. Under the plans, the School contributes 7.5% of compensation for teaching faculty to TRF and 8.75% of compensation for other employees to PERF. Substantially all full-time employees are eligible to participate. Participants are required to contribute 3% of compensation to an annuity saving account that can be withdrawn when the participant terminates employment. The School voluntarily makes this contribution on behalf of the participants. Retirement plan expense was \$609,062 for the year ended June 30, 2013.

(6) Commitments

The School operates under a charter granted by Ball State University. As the sponsoring organization, Ball State University exercises certain oversight responsibilities. Under this charter, the School has agreed to pay to Ball State University an annual administrative fee equal to 3% of state tuition payments received. The charter remains in effect until June 30, 2016, and is renewable thereafter by mutual consent. Payments under this agreement were \$99,868 for the year ended June 30, 2013.

The School has contracted with American Quality Schools Corporation, a not-for-profit organization incorporated in the State of Illinois, to provide management, administrative and educational programming services. Under the terms of the agreement, the School has agreed to pay an amount equal to 7% of revenues, as defined, for such services. The contract commenced July 1, 2010 and expires June 30, 2015. Management fee expense under this contract was \$343,042 for the year ended June 30, 2013. No management fees have been assessed with regard to the elimination of school funding as described in Note 2.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(7) Risks and Uncertainties

The School provides education services to families residing in Lake and surrounding counties in Indiana, and is subject to the risks of economic and competitive forces at work within this geographic area.

The majority of revenues relate to legislation enacted by the State of Indiana and grants awarded under federal programs. Changes in state or federal legislation could significantly affect the School. Additionally, the School is subject to monitoring and audit by state and federal agencies. Those examinations may result in additional liability to be imposed on the School.

Financial instruments that potentially subject the School to concentrations of credit risk consist principally of receivables from the State of Indiana. At June 30, 2013, substantially all of the accounts receivable balance was due from the State of Indiana. In addition, deposits are maintained at J.P. Morgan Chase Bank and BMO Harris Bank and frequently exceed the FDIC insurance limit.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Notes to Financial Statements

(8) Functional Expense Reporting

The costs of providing the educational activities have been summarized on a functional basis in the statements of activities. Accordingly, certain expenses have been allocated among the programs and services benefited. Following is a summary of expenses comprising each program and service for the year ended June 30, 2013:

	<u>Program Services</u>	<u>Management and General</u>
Salaries and wages.....	\$5,695,314	550,651
Amortization.....	-	28,578
Employee benefits	978,214	92,354
Books and supplies	398,410	-
Depreciation	934,676	-
Education.....	329,816	-
Food service expense.....	700,127	-
Insurance	540,657	92,892
Interest.....	-	1,460,075
Management fees.....	-	442,911
Miscellaneous.....	-	32,672
Office expense.....	-	136,225
Professional fees.....	46,344	82,964
Rent	271,160	-
Repairs and maintenance.....	<u>539,267</u>	<u>-</u>
	<u>\$10,433,985</u>	<u>2,919,322</u>

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2013

<u>Federal Grantor Agency/Pass-Through Entity/ Cluster Title/Program Title/Project Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Awards Expended</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Pass-Through Indiana Department of Education			
Title I, Part A Cluster			
Grants to Local Educational Agencies	84.010		\$ 931,015
Charter Schools Program	84.282	A58-1-11RR-003	533,199
Special Educations Cluster			
Special Education - Grants to States	84.027		171,738
Improving Teacher Quality State Grants	84.367		172,129
ARRA - Education Jobs Fund	84.410		<u>101,487</u>
Total federal awards expended			<u>\$ 1,909,568</u>

See accompanying Independent Auditor's Report.
See accompanying notes to this schedule.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Notes to the Schedule of Expenditures of Federal Awards

Year Ended June 30, 2013

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Drexel Foundation for Educational Excellence, Inc. (the "School") under programs of the federal government for the year ended June 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of the School, it is not intended to and does not present the financial position, changes in net assets or cash flows of the School.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

The Board of Directors
Drexel Foundation for Educational Excellence, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of **Drexel Foundation for Educational Excellence, Inc., d/b/a Thea Bowman Leadership Academy** (the "School"), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 22, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

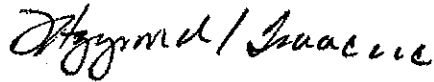
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Indianapolis, IN
October 22, 2013

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
OMB CIRCULAR A-133

The Board of Directors
Drexel Foundation for Educational Excellence, Inc.

Report on Compliance for Each Major Federal Program

We have audited **Drexel Foundation for Educational Excellence, Inc., d/b/a Thea Bowman Leadership Academy's** (the "School") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the School's major federal programs for the year ended June 30, 2013. The School's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the School's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the School's compliance.

Opinion on Each Major Federal Program

In our opinion, Drexel Foundation for Educational Excellence, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Report on Internal Control Over Compliance

Management of Drexel Foundation for Educational Excellence, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the School's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the School's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Hyman / Hancock

Indianapolis, IN
October 22, 2013

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2013

I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unqualified
Internal control over financial reporting:	
▪ Material weaknesses:	None Reported
▪ Significant deficiencies that are not considered to be material weaknesses:	None Reported
Noncompliance noted which is material to financial statements:	No

Federal Awards

Internal control over major programs:	
▪ Material weaknesses:	None Reported
▪ Significant deficiencies that are not considered to be material weaknesses:	None Reported
Type of auditor's report issued on compliance for major programs:	Unqualified
Audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133:	No

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2013

I. Summary of Auditor's Results, Continued

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
84.010	Title I, Part A Cluster Grants to Local Educational Agencies

Dollar threshold used to distinguish
between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee: No

II. Financial Statement Findings

No matters are reportable.

III. Federal Award Findings and Questioned Costs

No matters are reportable.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2013

FEDERAL AWARD FINDINGS

FINDING 2012-1 FINANCIAL REPORTING

Federal Agency:	U.S. Department of Education
Pass-Through Agency:	Indiana Department of Education
Federal Program:	Title I, Part A Cluster
CFDA Number:	84.010 and 84.389
Award Year:	FY 2009-10, and FY 2010-11

Condition

The auditor determined that grant expenditures in the amount of \$64,690 were not reported on the Schedule of Expenditures of Federal Awards (SEFA) in the appropriate year.

Recommendation

The auditor recommended that costs be charged to government programs at the time of original general ledger entry and not done via journal entry allocations.

Current Status

The recommendation was adopted. No similar finding was noted in the 2013 audit.

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.
d/b/a
THEA BOWMAN LEADERSHIP ACADEMY

Other Reports

Year Ended June 30, 2013

The reports presented herein were prepared in addition to another official report prepared for the School as listed below:

Supplemental Audit Report of Drexel Foundation for Educational Excellence, Inc.

The Supplemental Audit Report contains the results of compliance testing required by the Indiana State Board of Accounts under its *Guidelines for the Audits of Charter Schools Performed by Private Examiners* pertaining to matters addressed in its *Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools*.

SUPPLEMENTAL AUDIT REPORT

OF

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

July 1, 2013 to June 30, 2014

Fitzgerald Isaac LLC
Certified Public Accountants

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

Table of Contents

	<u>Page</u>
School Officials	1
Transmittal Letter	2
Audit Results and Comments:	
Capital Assets	3
Ticket Sales	3
Receipts and Deposits	4
Financial Reporting	4
Record Retention	5
Exit Conference	6
Official Response	7

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

School Officials

July 1, 2013 to June 30, 2014

<u>Office</u>	<u>Official</u>	<u>Term</u>
Chairman of Board of Directors	Jori Moore	07/01/13 – 06/30/14
Chief Administrative Officer	Gwen Adell	07/01/13 – 06/30/14
Principal	Aletha Fontleroy	07/01/13 – 06/30/14
Principal	Ruby James	07/01/13 – 06/30/14

Fitzgerald | Isaac LLC
Certified Public Accountants

The Board of Directors
Drexel Foundation for Educational Excellence, Inc.

We have audited the financial statements of **Drexel Foundation for Educational Excellence, Inc. d/b/a Thea Bowman Leadership Academy** (the "School") as of and for the year ended June 30, 2014 and have issued our report thereon dated October 15, 2014. As part of our audit, we tested the School's compliance with provisions of the *Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools* issued by the Indiana State Board of Accounts and related provisions of laws, regulations, contracts and grant agreements. Reported in the Audit Results and Comments are matters where we believe the School was not in compliance with those provisions.

Fitzgerald/Isaac LLC

Indianapolis, IN
October 15, 2014

9245 North Meridian Street, Suite 302
Indianapolis, Indiana 46260
317-844-8300 Fax 317-848-6555
www.fitzgeraldisaac.net

Member of American Institute of Certified Public Accountants

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

Audit Results and Comments

July 1, 2013 to June 30, 2014

CAPITAL ASSETS

The School maintains a record of capital assets for accounting purposes; however, the School does not routinely conduct a physical inventory of its capital assets as a means to verify its asset records.

Every charter school must have a complete inventory of all capital assets owned which reflects their acquisition value. Such inventory must be recorded on the applicable Capital Assets Ledger. A complete inventory shall be taken for good internal control and for verifying account balances carried in the accounting records. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 15)

TICKET SALES

The School charges admission to various athletic and other school events; however, it does not use pre-numbered tickets or reconcile ticket sales via the SA-4 Ticket Sales Form.

The designated charter school employee shall be responsible for the proper accounting for all tickets and must keep a record of the number purchased, the number issued for sale, and the number returned. The designee must see that proper accounting is made for the cash received from those sold. All tickets shall be pre-numbered, with a different ticket color and numerical series for each price group. When cash for ticket sales is deposited with the charter school, the charter school's receipt issued therefore must show the number of tickets issued to the seller, the number returned unsold and the balance remitted in cash. All tickets (including free or reduced) must be listed and accounted for on the SA-4 Ticket Sales Form. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 8)

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

Audit Results and Comments, Continued

RECEIPTS AND DEPOSITS

The School receives cash payments for various purposes including field trips, uniforms, and book rentals. Procedures were in place to process cash collections; however, we noted that deposits are not always made in a timely manner. In 7 instances out of a sample of 25, the collections were deposited later than 5 days from the receipt date, with one deposit exceeding 2 weeks from the receipt date.

All charter school money must be deposited in the designated depository not later than the business day following the receipt of funds on business days of the depository in the same form in which the funds were received. Timely receipts and deposits are required to provide the organizer and charter school administration with current information necessary for all financial decisions. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 8)

FINANCIAL REPORTING

Our examination of the semi-annual financial report to the Indiana Department of Education (Form 9) for the period January 1, 2014 to June 30, 2014 revealed that the June 30, 2014 cash balance did not reflect the balance as reported on the books and records. The balance reported on Form 9 was lower than the general ledger balance by \$156,975.

Charter schools are required to submit a Form 9 Biannual Financial Report two times per year during the months of January and July. The financial information in the Form 9 shall reflect cash basis information. The January report must include previous calendar year financial and other required information for the period July 1 to December 31 financial data. The July report must include current calendar year financial and other required information for the period January 1 to June 30. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 9)

The charter school's accounting system must facilitate the preparation of the periodic financial reports for administrative review and the required year-end financial statements. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 8)

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

Audit Results and Comments, Continued

RECORD RETENTION

The School was unable to provide us with the textbook reimbursement claim, the supporting student list for the textbook claim, or the Average Daily Membership (“ADM”) report submitted for the February 2014 count for examination during our audit.

The building level administrator (Principal, Assistant Principal, etc.) is responsible for reporting ADM to the Organizer, shall provide a written certification of ADM to properly document responsibility. The certification must at a minimum include a statement detailing the names and location of the records used (those records must be retained for public inspection and audit) to substantiate ADM claimed. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 9)

Supporting documentation such as receipts, canceled checks, tickets, invoices, bills, contracts, and other public records must be available for audit to provide supporting information for the validity and accountability of monies disbursed. Payments without supporting documentation may be the personal obligation of the responsible official or employee. (Accounting and Uniform Compliance Guidelines Manual for Indiana Charter Schools, Part 12)

DREXEL FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.

d/b/a

THEA BOWMAN LEADERSHIP ACADEMY

LAKE COUNTY, INDIANA

Exit Conference

Year Ended June 30, 2014

The contents of this report were discussed on November 12, 2014 with Thomas Aubin (Vice-President of Finance, AQS) and Josh Samuelson (Senior Account Specialist, AQS). The Official Response has been made a part of this report and may be found on page 7.

THEA BOWMAN LEADERSHIP ACADEMY

MANAGEMENT'S RESPONSES TO AUDIT COMMENTS

CAPITAL ASSETS

Management agrees with the comment. A complete inventory of the capital assets was performed on August 4th-5th of 2014 at both the Elementary and High School. Management has purchased an inventory software program for use in all of its schools, and the results of the inventory performed at TBLA will be uploaded to the software so that the inventorying of assets going forward can be more systematic and efficient. Inventories will be taken yearly prior to the start of each school year.

TICKET SALES

Management agrees and will be implementing the use of pre-numbered tickets and the SA-4 Ticket Sales Form.

RECEIPTS AND DEPOSITS

Management agrees, and with the recent change in administration of the high school, will ensure that deposits are made timely within the prescribed timeframe.

FINANCIAL REPORTING

The accounting system used by the school does facilitate the preparation of the cash basis Form 9 required by the Indiana Department of Education. The discrepancy noted on audit, with which management agrees, was a result of not including certain restricted cash accounts and petty cash accounts in the Form 9 cash balance. Management will redouble efforts to ensure the cash balances per the books of account and the Form 9 report are in sync with each other going forward.

RECORD RETENTION

Management agrees and will take steps to ensure that record retention rules are adhered to. With the change in school administration that has occurred for the 2014-2015 school year, record retention issues should not be an issue going forward. The ADM report was filed timely with the Indiana Department of Education.

Thea Bowman Leadership Academy
BUDGET PROJECTIONS
For the Seven Months Ending January 31, 2016
(UNAUDITED)

	Actual	Budget	Actual % YTD
Revenue			
1XXX Local	\$125,835	\$368,200	34.2%
3XXX State	5,674,059	9,415,042	60.3%
4XXX Federal	<u>1,186,039</u>	<u>3,422,191</u>	<u>34.7%</u>
Total Revenue & Other Transactions	6,985,933	13,205,433	52.9%
Expenditures			
11XXX Regular Programs	2,440,263	5,596,819	43.6%
12XXX Special Programs	307,186	661,018	46.5%
136XX Special Interest Programs	72	0	0.0%
14XXX Summer School Programs	19,108	19,108	100.0%
21XXX Support Services-Student	169,135	403,836	41.9%
22XXX Support Services-Instruction	353,402	994,570	35.5%
23XXX Support Services-General Administration	493,120	887,090	55.6%
24XXX Support Services-School Administration	363,306	594,101	61.2%
25XXX Central Services	165,608	125,097	52.4%
26XXX Operation and Maintenance of Plant	623,825	1,100,683	56.7%
27XXX Student Transportation	36,298	100,000	36.3%
31XXX Food Service	337,902	657,623	51.4%
33XXX Community Services	137,119	235,034	58.3%
45XXX Rentals	154,577	286,144	54.0%
52XXX Interest on Debt	<u>701,857</u>	<u>1,510,221</u>	<u>46.5%</u>
Total Expenditures and Other Transactions	<u>6,202,778</u>	<u>13,171,344</u>	<u>47.1%</u>
Excess Revenue or (Expenditures)	<u>783,155</u>	<u>34,089</u>	
Fund Balance July 1, 2015	1,220,082	1,301,546	
Fund Balance June 30, 2016	5,991	1,335,635	

Student Count: 1266.00

February 22, 2016

Ms. Keisha White
Board Chairperson
Drexel Foundation for Educational Excellence
3401 W. 5th Ave., Gary, IN
Gary Indiana

In re: Pending Claims and litigation (excluding unasserted claims and/or assessments)

I served as legal counsel for the Drexel Foundation for Educational Excellence. In that position, I handled all legal matters that have been referred to me for the period ending December 31, 2015. To my knowledge there are no other matters pending than those set forth herein. The following letter you have asked me to provide summarizes those current legal matter:

PENDING OR THREATENED LITIGATION, CLAIMS, AND ASSESSMENTS
(excluding unasserted claims and assessments)

MARVIN REA'S CLAIM

Mr. Rea was the Athletic Director and coach for Thea Bowman Leadership Academy whose employment was terminated January 29, 2015 for inappropriate and unexplainable use of school equipment and funds.

A Notice of Claim was served on July 23, 2015. It stated that "Thea Bowman Leadership Academy, American Quality Schools, Drexel Foundation for Educational Excellence, Inc. And Ball State University by and through the Ball State University office of Charter Schools by and through their representatives, agents and/or employees, have negligently and/or intentionally been responsible for actions and/or a pattern of practice which have damaged claimant by, including but not limited to, wrongfully terminating Claimant from his employment positions at Thea Bowman Leadership Academy, wrongfully terminating claimant as retaliation against Claimant for exercising his free-speech rights, wrongfully and falsely targeting Claimant for unfounded violations of school policy, wrongfully terminate Claimant's employment, defaming and otherwise harming Claimant's reputation, interfering with claimants employment and

contractual relationship, violating claimants Due Process rights and other actions which have yet to be discovered as the investigation is continuing.”

No lawsuit has been filed as of the date of this letter.

ATTORNEY SONJA DIX'S CLAIM

Attorney Dix represented Thea Bowman in a case brought by Robert Gross alleging that he was owed back wages for work performed. TBLA counterclaimed alleging that Mr. Gross had retain certain school property and equipment and that the school was entitled to a return of that equipment or its reasonable value.

This matter was originally filed in court in July of 2013. It was tried before a judge on October 24, 2013. The court entered judgment on October 25, 2013 in the amount of \$5000 in favor of Robert Gross. On October 30, 2014 Thea Bowman's counterclaim was tried before the judge.

There was a judgment for the damage to the athletic equipment in the amount of \$958. The court subtracted this amount from the earlier judgment of \$5000 and came up with a total amount owed of \$4042 plus costs and post judgment interest at the rate of 8% per annum.

I assume that at this point the judgment plus all costs and accrued interest has been paid.

Without the knowledge of the Drexel Board, Mr. Marvin Rea and Dr. Adell retained Attorney Dix to defend Thea Bowman in this matter. There was no written contract between the parties. After the litigation, Drexel received a detailed invoice from Attorney Dix billing at a hourly rate of \$200.00. In an invoice dated February 3, 2015 the total amount of the bill was \$14,016.70.

As late as April 26, 2015, Attorney Dix was requesting payment of attorney fees in the amount of \$5000. In an email she stated, "I have represented TBLA a little over a year in the above contract claim and to charge my usual fee of \$200 per hour would place TBLA with an astronomical Attorney Bill. In light of my previous service to TBLA and my respect for the hard work of Dr. Adell and Coach Rea, I extend a professional courtesy and will charge a flat rate of \$5000."

Upon receipt of the invoice AQS requested that it be resubmitted on the letterhead of attorney Dix. Apparently, she became sick and did not respond to this request for several months. When attorney Dix renewed her attempt to get paid they appear to have had a heated exchange of emails between Tom Albus and Attorney Dix. On December 10, 2014 attorney Dix sent to Tom Albus an email in which he stated, "I submitted my invoice to Josh on last week, wherein I substantially discounted my fees. I do expect payment within 10 days, otherwise I will submit my original fees." At some point, AQS took the position that her attorney fee request had to be approved by the Drexel board. I have not seen any record that this issue has been presented To the full board. However, the Drexel board sent her a check in the amount of \$5000. She returned the check indicating that her fee for representation in the case was \$14,000.

No lawsuit has been filed as of the date of this letter.

ANTHONY COLE'S LAWSUIT

Anthony Cole was a high school student and a member of the Bowman's Varsity Basketball Team. On or about November 21, 2013 Anthony was attending a basketball practice at Bowman with fellow teammates, including the von Dillard.

An altercation or disruption occurred amongst the Bowman basketball teammates on the basketball court during practice. Anthony attempted to intervene or help prevent problems from escalating. However, while Anthony was attempting to essentially break up the altercation, teammate the von Dillard charts from far across the basketball court toward Anthony. No one from Bowman (coaches, teachers, etc. Working within the scope of employment of AQS) intervene, or attempted to stop Dillard. Dillard charged Anthony and hit cold or quotation coldcocked quotation him in the back of the head.

Anthony was knocked to the ground. A pool of blood collected around as he and he remained unconscious for several minutes. He suffered head and face injuries a deep cut on his chin requiring multiple stitches broke, broken teeth, requiring extensive dental treatment and other injuries.

This matter was originally filed in state court. It was removed to federal court. Drexel was added as a defendant and we filed a motion to dismiss for lack of federal court jurisdiction which was granted and the case was remanded back to state court.

There are records that insurance paid Mr. Cole's original out-of-pocket medical expenses.

This matter is currently pending in the Lake superior Court as of January 22, 2016.

I am not aware of, nor have I been involved in any material threatened claim, lawsuit, and/or assessment for the calendar year 2015 than those mentioned above.

Sincerely,

/S/ Gilbert King Jr.

Gilbert King Jr.

