

# Nexus Academy of Indianapolis

## PROPOSAL OVERVIEW AND ENROLLMENT PROJECTIONS

Please provide information for the applicant group's **designated representative**. This individual will serve as the contact for all communications, interviews, and notices from the ICSB regarding the submitted application.

**IMPORTANT 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 proposed school(s).*

Legal name of group applying for charter(s):	Better Blended Learning for Indiana
Names, roles, and current employment for all persons on applicant team:	<b>Jeffrey William Reed</b> , Board Member (Current Employment: Friedman Foundation)
	<b>Seana C. Murphy</b> , Board Member (Current Employment: Ivy Tech)
	<b>Kelly Hamilton</b> , Board Member (Current Employment: Blackboard Inc.)
	<b>Mickey Revenaugh</b> , Charter Development/Tech Assistance Current Employment: Connections Education
	<b>Holly Atwell</b> , Implementation/Project Management Current Employment: Connections Education
Designated applicant representative:	Jeffrey William Reed
Address:	5960 Carvel Avenue, Apt. A
	Indianapolis, IN 46220
Office and cell phone numbers:	419-706-7879
Email address:	jwilliamreed@gmail.com

Provide the requested information for each school included in this proposal.  
(You may add lines to the table if needed.)

Proposed School Name	Opening Year	School Model (e.g., college prep, dropout recovery)	Geographic Community *	School District(s) in Proposed Location	Grade Levels at Full Enrollment
Nexus Academy of Indianapolis	2012-13	Blended Learning - College Prep	Downtown Indianapolis	Indianapolis Public Schools	9-12
Nexus Academy of Indianapolis 2	2014-15	Blended Learning - College Prep	Indianapolis-Northwest/Ivy Tech	Indianapolis Public Schools	9-12
Nexus Academy of Indianapolis 3	2016-17	Blended Learning - College Prep	Indianapolis-Butler/Broad Ripple	Indianapolis Public Schools	9-12

NOTE: \* Please indicate the city/town and, if known, potential address or neighborhood of location. Virtual operators should indicate the relevant geographies the operator intends to serve.

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## Proposed Grade Levels and Student Enrollment

Provide the following information for each charter school included in this proposal. Specify the planned year of opening for each, the grade levels served, and both the planned and maximum number of enrolled students by grade level for each year. (You may duplicate the table as needed.)

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2012-13)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis 2	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2014-15)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis 3	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2016-17)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

Do any of the proposed schools expect to 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: Connections Education

Will an application for the same charter school(s) be submitted to another authorizer in the near future?

Yes  No

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If yes, identify the authorizer(s):

\_\_\_\_\_

Planned submission date(s):

\_\_\_\_\_

Please list the number of previous submissions for request to authorize this(ese) charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

Authorizer(s):

Not Applicable

\_\_\_\_\_

Submission date(s):

Not Applicable

\_\_\_\_\_

# **NEXUS ACADEMY OF INDIANAPOLIS**

Charter School Application  
For Experienced School Operators

Submitted to  
**Indiana Charter School Board**  
**April 9, 2012**

Submitted by  
**Better Blended Learning for Indiana**  
Jeffrey William Reed, Board Representative  
419-706-7879 • [jwilliamreed@gmail.com](mailto:jwilliamreed@gmail.com)



# Nexus Academy of Indianapolis

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April 9, 2012

Claire Fiddian-Green  
Executive Director  
Indiana Charter School Board

Dear Dr. Fiddian-Green:

On behalf of Better Blended Learning for Indiana, a non-profit corporation, I am honored to submit the attached charter petition for **Nexus Academy of Indianapolis**. Our petition represents many hours of work and inspiration by our founding team envisioning a top-quality, 21st-century college/career prep high school rivaling the very best in the nation. We hope that you will share our excitement about what Nexus Academy could mean for the young people of Indianapolis.

Nexus Academy embodies a vision of an innovative, inspirational, and individualized high-performance high school for today's learner. The mission of Nexus Academy is to maximize academic achievement and college/career readiness for students in grades 9-12 who seek a cutting-edge alternative to the traditional classroom. Small by design, Nexus Academy provides each student with a flexible learning space, a tablet computer, a comprehensive technology-facilitated curriculum and a combination of the very best face-to-face and online teachers. Unique in Indianapolis and indeed in the State of Indiana, Nexus Academy will bring tomorrow's high school experience to Indianapolis students today.

Our Founding Board has asked Mickey Revenaugh to serve as our technical assistance point of contact for ICSB during the application review process. Ms. Revenaugh can be reached at 917-834-5768 or by email at [mrevenaugh@connectionseducation.com](mailto:mrevenaugh@connectionseducation.com).

We very much look forward to discussing our Nexus Academy charter school application with the ICSB team and the larger community in the coming months.

Sincerely,

Jeff W. Reed  
Board Representative  
Better Blended Learning for Indiana

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Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

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Will an application for the same charter school(s) be submitted to another authorizer in the near future?

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If yes, identify the authorizer(s):

\_\_\_\_\_

Planned submission date(s):

\_\_\_\_\_

Please list the number of previous submissions for request to authorize this(ese) charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

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Not Applicable

\_\_\_\_\_

Submission date(s):

Not Applicable

\_\_\_\_\_

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## EXECUTIVE SUMMARY

In five (5) pages or less, provide an Executive Summary that includes the following elements:

**Mission and Vision for Growth in Indiana.** State the mission and vision of the proposed schools and network as a whole. Provide an overview of the organization’s strategic vision and five-year growth plan for developing schools in Indiana, including: years of opening; number and types of schools (grade levels); and projected number of students. Identify and briefly describe the targeted community(ies).

Our **vision** for Nexus Academy of Indianapolis is of an innovative network of “blended learning” charter high schools which combine the very best of face-to-face and online learning to provide a personalized pathway to post-secondary success for students who seek an alternative to the traditional school setting. According to the U.S. Department of Education, students in blended learning environments achieve at higher levels than students either in fully online or purely face-to-face learning situations.<sup>1</sup> What’s more, recent research on small, specialized high schools documents an 8.6-point higher graduation rate than traditional comprehensive high schools serving similar populations.<sup>2</sup>

The **mission** of Nexus Academy of Indianapolis is to offer young people an innovative, inspirational, and individualized blended learning option that is flexible in time and place but unyielding in its high expectations, and laser-focused on graduating each student ready for college and/or career.

A key part of the Nexus Academy vision and mission is to support the revitalization of city neighborhoods by providing top-quality high school options that reflect the future of Indianapolis. Nexus Academy proposes to launch with a flagship school in Downtown Indianapolis opening in Fall 2012 with 200 students in grades 9-11, growing to 250 students in 9-12 the following year, and remaining at that size going forward. In Fall 2014, we propose to open a second Nexus Academy campus on the northwest side of Indianapolis, likely near Ivy Tech, following the same growth pattern: 200 students in grades 9-11 in Year 1, 250 students in grades 9-12 for each year going forward. In Fall 2016, a third Nexus Academy site will open on the northeast side of Indianapolis, likely in the Butler/Broad Ripple neighborhood, replicating the same enrollment pattern, for an Indianapolis network of 750 high school students at scale.

**Educational Need.** Describe the educational needs and challenges of each community targeted and your rationale for choosing the community.

Indiana as a whole and Indianapolis in particular have seen a flourishing of charter schools, but the concentration of growth has been in grades K-8. Nexus Academy intends to take its place as one of the City of Indianapolis’s few charter high schools, filling a need in the community for more secondary options.

The need for additional secondary school options in Indianapolis is particularly stark as the city engineers its transformation into thriving 21<sup>st</sup> century center of knowledge and service industries. The Greater Indianapolis Chamber of Commerce laments that barely one in two students starting

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<sup>1</sup>. U.S. Department of Education, *Evaluation of Evidence-Based Practices in Online Learning*, revised September 2010.

<sup>2</sup>. *Transforming the High School Experience*, MRDC Research, January 2012.

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high school in the Indianapolis Public Schools will graduate on time if at all, and that even students who do graduate come to institutions like Ivy Tech woefully unprepared for college work.<sup>3</sup> A high-quality, data-driven high school like Nexus Academy, focused solely on producing students who are ready for college/career, could be one key to Indianapolis' future.

**Target Population.** Explain how the decision to serve the targeted population, including the grade levels you have chosen, would meet community needs.

Nexus Academy's targeted student population is both very broad and quite specific. On the one hand, the school expects to serve a demographic cross-section of the City of Indianapolis students, representing the community's full ethnic and demographic diversity. At the same time, Nexus Academy's flexible, individualized approach to education is ideally suited to the unique needs of the City of Indianapolis students who have not thrived in the traditional comprehensive high school environment, including:

- Students of promise who are at risk of dropping out because of missed credits or under-performance.
- Gifted students who find themselves bored or alienated in a typical high school setting.
- Young people who are working or pursuing a personal passion such as music.
- Students who have opted out of public education because they could not find a school that fit.

Regardless of other defining issues, any student who is open to the prospect of academic success and receptive to an individualized curriculum and personalized attention from teachers could be a good match for Nexus Academy.

The school will be open to any high school student in the City of Indianapolis Public Schools attendance area on a space-available basis.

**Community Engagement.** Explain the relationships, if any, that you have already established to engage students, parents, and the community for the proposed schools. If you have assessed demand and/or solicited support for the school, briefly describe these activities and the status of your efforts.

The Founding Group expects to be working closely with higher education institutions (including Ivy Tech), sports organizations (including the Indianapolis Indians and the NCAA), and youth-serving agencies to provide a rich and connected school experience for students.

While specific marketing/outreach for Nexus Academy has not yet begun, Connections has collected inquiries from more than 1,000 families in Indianapolis who are interested in an innovative, technology-driven school experience but have not chosen virtual school, and is in the process of reaching out to these families with information about the prospect of Nexus Academy.

**Education Plan/School Design.** Provide an overview of the education program proposed for replication, including key non-negotiable elements of the school model. Briefly explain the evidence base that

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<sup>3</sup> "Our Education in Indy...A State of Emergency," Greater Indianapolis Chamber of Commerce, <http://indychamber.com/500/our-views/our-views.aspx>

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demonstrates the school model will be successful in improving academic achievement for the targeted student population.

The Nexus Academy blended learning model is designed around each student from the ground up, with the daily routine driven by data about his or her learning and activities designed to maximize both academic performance and social/emotional growth. Key design elements for Nexus Academy include:

- **Unique Blended Learning Approach:** Nexus Academy utilizes a cutting-edge blend of face-to-face and online instruction, digital and hands-on curriculum, individualized and team-based learning to provide an engaging and effective educational experience for each student.
- **Personalized Learning Plan:** Developed collaboratively for each student by the staff with input from parents and students, this plan guides the tailoring of both curriculum and instruction to meet that student's needs. Special attention will be paid to meeting the needs of students with disabilities and English Language Learners, whose Personalized Learning Plans will reflect necessary modifications and accommodations but who are otherwise fully integrated into the daily learning routines of the school.
- **One-to-One Computing Resources:** All students at Nexus Academy will be provided with a tablet computer or other wireless mobile computing device, which they will use throughout the school day to access their powerful and engaging online curriculum, and may take home to continue their work beyond the school day. The school also intends to make use of students' own smartphones and other computing devices they may bring to school.
- **Flexible Use of Space and Time:** Rather than rows of forward-facing desks and teacher lectures, Nexus Academy provides a combination of comfortable team rooms and inspiring subject-specific classrooms where students and teachers meet in small groups and one-on-one. The school day maximizes flexibility so that students who need more intensive intervention and direct instruction will get it, while students who are ready to move ahead can do so. Nexus Academy also allows time and space for special focus activities such as foreign language immersion, college courses, and internships.
- **Data-Powered Instruction:** As students work through their engaging online curriculum, they generate rich streams of performance data that teachers and school leaders use to maximize student performance.
- **Dynamic Differentiation:** Teachers use data on student performance to dynamically group students for intervention, enrichment, project work and individual study within the classroom, formulating new groups every one to two weeks. Students with disabilities and English Language Learners will be fully integrated into these groups.
- **Small School Design:** The Nexus Academy program will be implemented in a school setting that is small by design – with a total of 250 students at scale, radically more intimate than any other college-prep-focused public high school in the City of Indianapolis. Recent research on small schools shows significant positive impact on graduation rates when the personalization of an intimate learning environment is coupled with a strong mission focus and careful attention to continuous program improvement.
- **Technology-Facilitated Curriculum:** Nexus Academy intends to use a high-quality, proven-effective curriculum consisting of hundreds of technology-delivered but teacher-driven

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courses. This comprehensive program offers multiple levels of core academic coursework – Advanced Placement®, Honors, Standard, Basic, and Credit Recovery – plus a dozen foreign languages, cutting-edge technology electives, and engaging arts courses. Throughout the flexible school day and beyond, students access this entire curriculum via their school-provided tablet computers, which allow them to work anywhere, anytime – and produce a rich stream of learning data to guide every instructional decision.

The very design of Nexus Academy ensures that the school will be more effective than traditional high schools, especially for today’s learners. Nexus Academy will provide its students with everything they need to thrive in a 21st century blended learning environment: top-quality curriculum; specially trained, highly qualified teachers; personal mobile computing tools for every student; a powerful digital education platform; and very real connections linking school, family and community.

Both the blended learning approach and the small-school framework promise greater effectiveness with the targeted population than traditional high schools. As noted above, the early research shows that students in blended learning environments achieve at higher levels than students either in fully online or purely face-to-face learning situations, while students in small, specialized high schools have significantly higher graduation rates than those in traditional comprehensive high schools serving similar populations. In addition, by capturing deep data about each student’s learning on a daily basis and then equipping teachers to use this data to personalize instruction, Nexus Academy provides an academic leg-up over more traditional approaches to education.

**Network Governance and Leadership.** Provide an overview of the proposed network governance, management structure and leadership team. Highlight the strengths of the proposed governing board and leadership team. Explain how the governance and management structure will provide for stable, effective governance and leadership for the proposed school replication plan over the long term.

Nexus Academy anticipates partnering with Connections Education, a successful national provider of online/blended public school curriculum, technology and management services that currently partners with charter schools, school districts, and state departments of education across the country.

## SECTION I: EVIDENCE OF CAPACITY

### Founding Group

#### Founding Group Membership

1. Identify the key members of the Founding Group for the proposed school(s). Identify *only* individuals who will play a substantial ongoing role in school development, governance and/or management, and will share responsibility for any school or for the network as a whole. These may include network leadership, proposed governing board members, school leadership/management, and any essential partners who will play an important ongoing role in the school or network development or operations.

Key members of the Nexus Academy of Indianapolis Founding Group include:

- The Better Blended Learning for Indiana Governing Board members who have played active roles in vetting the Nexus Academy concept for Indiana, helping seek our appropriate space for the school, recruiting additional Board members, and providing the foundation for good governance for the network and school. These key founding members include:
  - **Jeffrey William Reed:** As Director of State Marketing and Public Relations at the Friedman Foundation, Mr. Reed brings more than five years of experience in education policy and outreach to his role on the Nexus Academy Board.
  - **Seana C. Murphy:** As Assistant Vice President for Admissions & Enrollment at Ivy Tech, Ms. Murphy is keenly aware of the educational needs of young people in Indianapolis. She also serves on the Board on Indiana Connections Academy virtual charter school, where she has helped guide rapid growth while holding both the school administration and the EMO to account for student achievement.
  - **Kelly Hamilton:** As Senior Manager of Learn Product Marketing at Blackboard Inc., Ms. Hamilton is on the frontlines of educational technology and e-learning. She previously served as a consultant on charter school review for the Indianapolis Mayor's Office through the Center for Education and Evaluation Policy at Indiana University, and was a high school administrator responsible for technology planning and implementation.

The Governing Board intends to expand to at least five members before the charter is granted. Two prospective Board members are:

- **Kevin Corcoran:** Mr. Corcoran directs programs and grant-making activities for the Lumina Foundation, a billion-dollar nonprofit focused on increasing higher education accessibility, accountability, and productivity.
- **Jason Barclay:** Mr. Barclay is a partner at Barnes & Thornburg LLP where he specializes in complex and often high-profile civil and criminal matters and leads internal investigations into fraud or other misconduct.

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- Indiana Connections Academy Principal Melissa Nelson, who has advised the Founding Group on Board development, Indiana charter processes, and evolution of demand for online/blended learning services among Indiana families.
- Connections Education’s blended charter development and implementation team, spearheaded by:
  - Executive Vice President Mickey Revenaugh, who has provided technical assistance and staff support in development of the Nexus Academy vision and this Indiana charter application, bringing to bear both educational technology/blended learning expertise as current Chair of the Board of Directors of the International Association for K-12 Online Learning and charter/school choice expertise as Education Task Force Co-Chair of the American Legislative Exchange Council.
  - Executive Director for Educational Programs Holly Atwell, who brings a unique combination of education, engineering and project management expertise to the development of the Nexus Academy model for Indianapolis.
  - Chief Education Officer Dr. Steven Guttentag, who has provided high-level leadership in development of the Nexus Academy national business plan and facilities model.
  - Chief Financial Officer/Chief Operating Officer Ted Ochs, whose team has overseen development of both the Nexus Academy national network financial plan and the financial model for the individual schools.
  - Chief Academic Officer Dr. Patricia Hoge, who is the architect of the overall Connections curriculum as well as the specific blended learning curriculum elements that will serve Nexus Academy.
- Upon granting of the charter, the additional following Connections team members will be directly involved in the rapid start-up for Nexus Academy of Indianapolis:
  - Assistant Director for Full-Time Blended Programs Dawna Thornton;
  - Vice President for Facilities Robert Pouliot and his team;
  - New School Start-Up Project Managers Claudia Burns and Neil Smith;
  - Board Relations Manager Heather Woodward and her team;
  - Charter School Finance Director Janet Marhefka and staff accountant Shawn Soltz who is specifically assigned to Indiana charter schools.

Please see the Resumes in Attachment 1 for the Founding Group for as well as the chart under in Attachment 3 for more information about these individuals and others who provide necessary capacity to the Nexus Academy of Indianapolis effort.

Explain the Founding Group’s collective qualifications for establishing high-quality schools in Indiana and assuming stewardship of public funds, including your capacities in areas such as:

- School leadership, administration and governance

The Governing Board members together have broad-ranging and deep expertise in education

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issues, as well as direct experience by at least one member in charter school governance. Added to that is the Connections team's decade-long experience in identifying, selecting, training, and supervising school leaders/administrators, as exemplified by the INCA school leader.

- Curriculum, instruction and assessment

The Governing Board has selected Connections in large part because of its expertise in online/blended curriculum and instruction, along with a decade's worth of work on formative and summative assessment in non-traditional school settings. In addition, several members of the Board are directly involved with higher education issues and therefore have a stake in the success of new high school models.

- Financial, business and school operations management

The Governing Board possesses a sufficiently sophisticated understanding of school finance and operations to actively oversee the contracted back-office and school-site services provided by Connections, which has built a full-service operation for these functions. The Board will scrutinize monthly, semi-yearly and annual reports (including an independent audit) as well as conduct a deep annual EMO review focusing on these and other topics.

- Performance management

The Founding Group is exemplified by a shared passion for data-driven management of education, which will be well suited to the data-rich, personal performance-oriented blended school setting.

- Parent and community engagement

The Connections educational model has baked into it the direct engagement of families and other stakeholders in the education process, thus complementing the Board members' commitment to the critical role of parents and community in educational achievement.

- Facilities management

The Founding Group will draw on Connections' experience operating facilities for more than 20 charter schools across the nation, with a fresh focus on non-traditional space development for student use.

Provide, as Attachment 1, full resumes (including contact information) for the individuals named. Identify members of the Founding Group who are proposed as board members, school leaders, or other key staff members of the first school proposed in this application. *NOTE: There are no page limits for this attachment.*

Please see Attachment 1 for resumes of all Founding Group members.

2. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school(s) proposed, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to school development.

In addition to Connections with its deep history, the Founding Group expects to be working



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closely with higher education institutions (including Ivy Tech), sports organizations (including the Indianapolis Indians and the NCAA), and youth-serving agencies to provide a rich and connected school experience for students.

3. Explain the circumstances and motivations that brought the Founding Group together to propose this school replication plan.

Though their backgrounds are diverse, all of the Founding Group members share a singular passion for improving educational opportunities for young people, particularly those in Indianapolis at its immediate vicinity who currently lack a robust set of quality high school options. The majority of the Founding Group is also familiar with the Connections curriculum and program, and jumped at the chance to shape how this highly personalized approach to education could be leveraged to serve students well in a brick-and-mortar setting.

## School Leader and Leadership Team

1. For the first proposed school described in this application, identify the Principal/Head of School candidate and explain why this individual is well-qualified to lead the school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates the leader's capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that he/she has completed or is currently participating in. Also provide, as Attachment 2, the qualifications and resume for this individual. If no candidate is yet identified, explain your timeline, criteria, and process for recruiting and hiring the school leader. *NOTE: Limit attachment to three (3) pages.*

Though preliminary recruiting is underway for a Principal for Nexus Academy, front-running prospects have not yet been identified. The process and timeline that the Founding Group is following to recruit a top-notch candidate is as follows:

- **Currently:** Placeholder job description (shown in Attachment 2) is circulating at Connections and informally outside through personal networks to surface any internal candidates.
  - **By April 23:** Board approval/refinement of job description for official posting by Connections Human Resources team through job boards, newspaper sites, and other channels to identify a pool of likely candidates.
  - **By April 30:** Initial pool of candidates reviewed by Connections and Board committee.
  - **By May 14:** Top candidates identified for Board interviews.
  - **After May 21:** Assuming approval of charter, the Board will select its top candidate, the Human Resources department will handle the offer and onboarding, and intensive training will commence through June 30. Part of the training and onboarding process will include Principal review of candidates for Executive Assistant, Guidance Counselor, Teachers and Paraprofessionals with the goal of having all staff secured by mid-July.
2. Who will work on a full-time or nearly full-time basis immediately after approval to lead development of the school? How will this person be compensated?

Mickey Revenaugh and Holly Atwell will work on a nearly full-time basis to coordinate the school

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launch, which is now almost a science – with a very defined process and set of stakeholders – at Connections after launching more than 20 schools and dozens of partner/district programs. The chart in Attachment 3 details the staff resources that will be devoted to school start-up both before and immediately after charter approval.

3. Describe the responsibilities and qualifications of the first proposed school's administrative/management team (beyond the school leader). If known, identify the individuals who will fill these positions and provide, as Attachment 3, the qualifications and resumes for these individuals. If these positions are not yet filled, explain your timeline, criteria, and process for recruitment and hiring. *NOTE: There are no page limits for this attachment.*

The Nexus Academy on-site administrative team working with the Principal will include an Executive Assistant, a Guidance Counselor, and a Special Education Coordinator. These individuals have not yet been identified but draft job descriptions are shown in Attachment 3.

Once selected, each of the on-site administrative staff members will be assigned a mentor who serves in a similar role at another Connections-affiliated school, and will also participate in initial and ongoing training specific to their role.

Supporting the on-site team will be the complete Connections Charter School Services team (Finance, Compliance, Board Relations), the Facilities team, Marketing/Outreach team, Professional Development, Curriculum/Instruction, MIS, Technology, and more. These individuals are identified in the chart in Attachment 3.

## Governance

### Legal Status and Governing Documents

For the entity proposing to hold the charter(s), provide the following governance documents as **Attachment 4**:

- 501(c)(3) Letter of Determination from the Internal Revenue Service (or evidence that the applicant has applied for federal tax-exempt status from the IRS);

Better Blended Learning for Indiana is an Indiana not-for-profit corporation – see Certificate of Incorporation in Attachment 4 – and has filed Form 1023 to apply for 501(c)(3) status with the Internal Revenue Service.

- Copy of the Articles of Incorporation; and

Please see Attachment 4 for the Better Blended Learning for Indiana Articles of Incorporation.

- Copy of Board Bylaws.

Please see Attachment 4 for the Better Blended Learning for Indiana bylaws, which include the clause specifying that upon dissolution, as stipulated in IC §20-24-3-3, (1) all remaining assets, except funds specified in subdivision (2) of IC §20-24-3-3, shall be used for nonprofit educational purposes; and (2) remaining funds received from the [Indiana Department of Education] shall be returned to the department not more than thirty (30) days after dissolution.

# Nexus Academy of Indianapolis

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As **Attachment 5**, provide a completed and signed Statement of Assurances.

Please see Attachment 5 for the completed and signed Statement of Assurances using the ICSB form.

## Governing Board

1. **Governance Structure and Composition.** Describe the governance structure. Will the new school(s) have an independent governing board, or will there be a single network-level board governing multiple schools? Describe the current and desired size and composition of the governing board.

The Better Blended Learning for Indiana Board of Directors will be the non-profit network-level Governing Board for the three proposed Nexus Academy blended charter high schools in Indianapolis. These three schools will share a Principal and other administrative personnel, who will be selected by and serve at the pleasure of the Board. In addition, day-to-day management of the three schools will be provided by Connections Education as Better Blended Learning's EMO partner under a single management contract (see School Management Contracts section, below). The current size of the Governing Board is three members, with immediate plans to grow to five members (including a parent of a Nexus Academy student) by the launch of school in Fall 2012.

In **Attachment 6**, provide a completed and signed Board Member Information Sheet for each proposed Board member for the governing entity/charter holder. *NOTE: Please use the provided form included in this RFP.*

Please see Attachment 6 for a completed and signed Information Sheet for each Better Blended Learning of Indiana Board member. The Board understands that once the charter is awarded, Indiana law and ICSB policy require that each Board member must undergo an expanded background check prior to execution of the charter agreement, utilizing one of the approved providers listed on the ICSB website.

2. **Pre-Existing Nonprofit Organization.** If this application is being submitted by an existing nonprofit organization or institution *other than* a charter school governing board, describe what steps the existing board will take to transform its board membership, mission and bylaws to support the charter school expansion/replication, and to comply with Indiana's Public Access Laws, including the Open Door Law.

Not applicable.

3. **Governing Entity's Responsibilities.** Explain how the proposed governance structure and composition will help ensure that there will be active and effective oversight of all Indiana charter schools in the network's portfolio.

In order to ensure smooth operations and effective board practices, the Nexus Academy Governing Board will take part before the end of May 2012 in the extensive "Board Academy" training program developed by the Greater Capacity Consortium ([www.greatercapacity.org](http://www.greatercapacity.org)). This program includes the Effective Board Governance of Public Charter Schools online training module series as well as state-specific training provided both face-to-face and in print. Training topics include charter school basics, non-profit management, budgeting and finance, conflict of

## Nexus Academy of Indianapolis

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interest, effective meetings, policy development and human resources oversight. Subsequently the Board will take advantage of any Governance Training program provided by the Indiana Charter Schools Association, which includes additional focus on Indiana law and regulations and will arrange specific training for officers (President, Vice President, Secretary, and Treasurer).

4. **Procedures.** What will be the planned frequency and focus of meetings? Identify any standing subcommittees the board expects to have. Describe how the school and governing board will comply with Indiana's Public Access Laws as described within IC § 5-14 and as further explained on the ICBS website under Application Resources. Additional guidance is available from the Office of the Public Access Counselor at <http://www.in.gov/pac/> and at (317) 234-0906 or (800) 228-6013.

The Better Blended Learning for Indiana Board will meet monthly at an accessible location (likely the school site once it is up and running, and another Indianapolis area location prior to that time), with required posting of the meetings to ensure access by the public. The Board will select its regular meeting date and time before the end of April 2012.

During the start-up phase, the Board is expected to designate one or more members to review applications for staff positions; review School and Employee Handbooks; review leases and contracts; and otherwise represent the Board in nuts-and-bolts activities. All final decisions will be made by the Board as a whole.

5. **Ethics and Conflicts of Interest.** Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 7**, the board's Code of Ethics and Conflict of Interest policy. *NOTE: There is no page limit for this attachment.*

Please see Attachment 7 for the complete draft Board Policies Manual, which includes the Code of Ethics and Conflict of Interest policy.

6. **Advisory Bodies.** Describe any network- or school-level advisory bodies or councils to be formed, including the roles and duties of that body. Describe the planned composition of the advisory body and the reporting structure as it relates to the governing board and school leadership.

The Better Blended Learning Board will be asked to elect a member to sit on the Connections-wide Curriculum Advisory Council to provide Board-level input into curriculum development. In addition, the Board may choose to create or join advisory bodies focusing on college-readiness, career exploration, and other mission-critical topics.

7. **Grievance Process.** Explain the process that schools will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure or practice at the school. Describe the types of corporate or school documents that will be available to parents free of charge and how those will be made available.

Nexus Academy will have clear procedures for resolving grievances, which will be laid out in the School Handbook for parents and students and the Employee handbook for staff.

In general, these procedures are as follows:

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1. A student, parent, or staff member with a grievance or complaint must, in writing, report the dissatisfaction, and submit it to the student's teacher (or other appropriate staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.
2. The recipient of the grievance must review the issue with his or her supervisor and respond to the parent within three (3) school days.
3. If the original recipient did not resolve the grievance, the parent should request a meeting with the recipient's supervisor. The supervisor should investigate the matter, and schedule a meeting with the parent, the student, if necessary, and any other staff member (if necessary), within five (5) school days.
4. If either party does not resolve this grievance, the parent should then request a meeting with the Connections Executive Director of School Programs. The Executive Director will investigate the matter, and schedule a meeting within five (5) school days.
5. If a resolution was not reached at the above three (3) meetings, the parent may request a meeting with the Connections Chief Education Officer, who will investigate the matter, and arrange a meeting within five (5) school days.
6. If the school has not been able to address the concern through the grievance process set out above, or if there has not been a prompt and equitable resolution of a complaint prohibited by Title IX and Section 504, the aggrieved party may contact the school's Governing Board. The parent can also resort to contacting the Indiana Charter School Board as the school's charter authorizer.

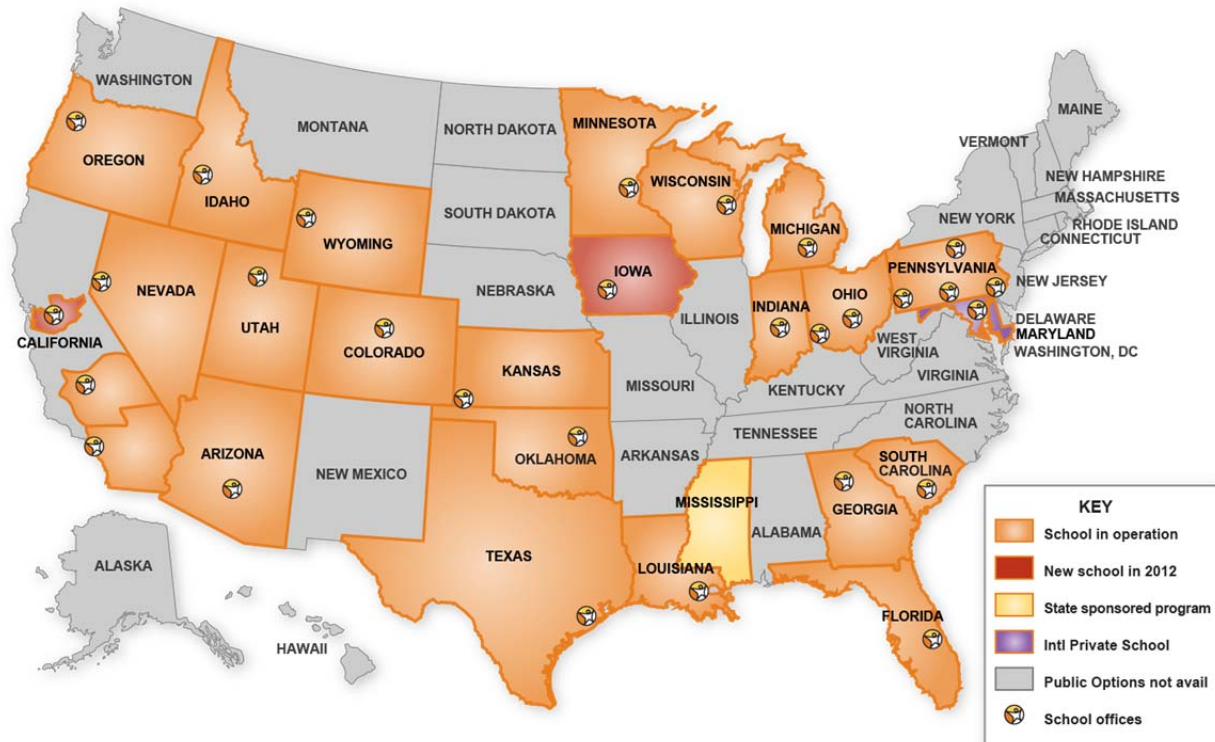
### School Management Contracts

If any proposed school intends to contract with an Education Service Provider (ESP) for school management, provide the following information (and provide the requested documentation as **Attachment 8**):

- a. A brief overview of the ESP's founding year, mission, leadership team, and current geographic footprint;  
Better Blended Learning for Indiana intends to partner with Connections Education, an Education Management Organization/Education Service Provider, for curriculum, instructional, technology, and school management services for Nexus Academy. Connections was founded in 2001 and has as its mission the provision of services and products that promote academic and emotional success for students in non-traditional settings. Connections now includes its Connections Academy division, which focuses on developing and supporting charter and other public schools, and a Connections Learning division that provides online/blended curriculum and technology services to education agencies and to consumers. Connections is serving more than 40,000 students in the 2011-12 school year. In Fall 2011, Connections was acquired by Pearson LLC.

A map showing Connections' current footprint of virtual schools – which includes the statewide Indiana Connections Academy – is below. Nexus Academy blended charter schools are slated to open in Fall 2012 in Ohio (Cleveland, Columbus and Toledo) and Michigan (East Lansing, pending final approval) in addition to the proposed Nexus Academy of Indianapolis. See Attachment 9 for further details about the blended charter network.

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- b. A summary explanation of how and why the ESP was selected, and the due diligence conducted (including a list of other ESPs assessed during the due diligence process, if any);  
Blended learning is an emerging mode of delivery that has received tremendous attention from the education press and the foundation world. The Founding Group is aware of other ESPs working in this space, including Carpe Diem, K12, Inc. with its Flex Academy model, and Rocketship Education focusing on K-5. Based on deep familiarity with key members of the Connections leadership team and experience with the Connections curriculum, the Founding Group chose to support and help guide the Connections Nexus Academy model in Indiana.
- c. A term sheet setting forth a proposed duration of the contract that aligns with the ICSB 5-Year charter term; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;  
Please see Attachment 8 for a detailed terms sheet.
- d. A draft of the proposed management contract detailing all of the above terms;  
Please see Attachment 8 for the draft management contract.

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- e. Explanation of the relationship between the school governing board and the ESP, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;

The Governing Board's overall expectation of the ESP is delivery of strong student academic performance and top-quality, fully compliant school operations, including ensuring that the school is on a sound fiscal footing. At each monthly Board meeting and upon request in between, school staff and the Connections support team will provide detailed reports to the Board focused on these goals, including:

- Principal's Report providing highlights and issues from the prior month.
- A written Monthly School Report reporting and comparing key data about student enrollment, demographics, and performance.
- An Excel Monthly Financial Report and re-forecast to aid fiscal management.

In addition, the Governing Board will set measurable, school-specific annual goals each Spring and will use these goals to evaluate staff and EMO performance each year. In addition, the Board will conduct a complete evaluation of the EMO performance annually and may use the results of this evaluation to revise or terminate the EMO contract.

- f. Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and  
There are no such conflicts of interest.
- g. Evidence that the service provider is authorized to do business in Indiana.  
Documentation of authorization to do business in Indiana is included in Attachment 8.

### Network Vision, Growth Plan & Capacity

Provide the following information about the organization's growth plan and capacity to carry out that plan with quality and integrity.

1. Provide, as **Attachment 9**, the organization's 5-year business plan addressing the plan for network expansion in Indiana (and in other states, if applicable). If no business plan has been developed, please answer the remaining questions in this section. **NOTE: There is no page limit for this attachment. Business plans will NOT be posted on the ICSB website.**

The Nexus Academy network of blended charter schools has no formal separate business plan; rather, the Nexus Academy schools are part of the overall business plan of Connections Education, which is on track to continue expanding its charter school network as well as its curriculum/instruction/technology sales to education agencies at all levels and to consumers. An overview of the development of this Nexus Academy network is shown in Attachment 9.

See additional answers to questions below regarding the build-out of the Nexus Academy

# Nexus Academy of Indianapolis

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network in Indiana and beyond.

2. If not clearly described in Attachment 9, or if no business plan exists, describe the organization's strategic vision, desired impact, and five-year growth plan for developing new schools in Indiana and other states, if applicable. Include: number and types of schools; planned opening years; all currently targeted geographies and criteria for selecting them; projected numbers of students; and measurable impact on student achievement.

Please see the five-year build-out plan in Attachment 9, which includes projected number of students and impact on student achievement.

3. If not clearly described in Attachment 9, or if no business plan exists, summarize the organization's capacity to support and ensure the quality and long-term success of the new school(s) proposed. If the organization's existing portfolio or growth plan includes schools in other states, explain how Indiana fits into the larger growth plan and how the organization will support and ensure quality in the schools planned for Indiana.

Please see Attachment 9.

4. If not clearly described in Attachment 9, or if no business plan exists, provide evidence of organizational capacity to open and operate schools successfully in accordance with the growth plan. Explain results of past replication efforts and lessons learned, including how you have addressed replication challenges in other markets.

Please see Attachment 9.

5. If not clearly described in Attachment 9, or if no business plan exists, describe the greatest anticipated risks and challenges to achieving the organization's desired outcomes in Indiana. How will the organization meet these challenges and mitigate risks?

Please see Attachment 9.

## Network Management

1. Explain any shared or centralized support services the network organization (including any ESP partner) will provide. Describe the structure, the services to be provided, the cost of those services, how costs will be allocated, and specific service goals. How does the organization know whether it is successfully delivering these services? *(In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract to be provided with the charter application.)*

Please see Terms Sheet and Draft Management Contract in "School Management Contracts" section above for detail of centralized support services. It is also expected that the three planned Nexus Academy schools in Indianapolis will share administrative staff.

2. Using the table below, define school- and organization-level decision-making authority as it relates to key functions, including curriculum, culture, staffing, corrective actions, etc. Indicate where primary authority for each function resides.



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Function	Network/ Management Organization Decision-Making	School Decision-Making
Performance Goals	Network sets high level goals	Governing Board and Staff set annual goals
Curriculum	Network provides curriculum	School staff modify/personalize curriculum for students
Professional Development	Network provides ongoing PD	School arranges site-based and local PD
Data Management and Interim Student Assessments	Network provides data system and assessments	School staff uses assessment data to drive instruction
Grade Level Promotion Criteria	Network provides overall standards and metrics	School tailors metrics with Governing Board approval
Culture	Network sets high level culture guidelines and supports	Students and staff refine culture for their site
Budgeting, Finance, and Accounting	Network provides all back office services, including budgeting	School leader and Board actively drive annual budgeting
Student Recruitment	Network provides overall marketing strategy and resources	School staff directly involved with local recruitment tactics
School Staff Recruitment and Hiring	Network is employer of all school staff on behalf of Governing Board	Board chooses Principal, who chooses teachers and staff
HR Services (payroll, benefits, etc.)	Network provides all HR services	Board evaluates school leader
Development	Network provides grant-writing service	School staff conduct local fundraising and partnerships
Community Relations	Network provides high level PR and press support	School staff develops community relationships
Information Technology	Network provides and supports all IT, including Connexus	
Facilities Management	Network finds and secures location and provides facilities support, including arranging for janitorial	Governing Board “owns” lease and school ensures proper use of facility
Vendor Management / Procurement	Network provides services procured from it by Governing Board	Board negotiates network contract and other large buys
Other operational functions, if any		

3. Provide, as **Attachment 10**, the following organizational charts:
- Network as a whole, aligned with the 5-Year Business Plan
  - School-level organizational chart for School 1 at full capacity

Please see Attachment 10 for requested organizational charts, which clearly delineate the interrelationship of the governing board, staff, and ESP.

## SECTION II: SCHOOL DESIGN

### Education Plan

#### Curriculum and Instructional Design

1. Provide a framework for the proposed instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed Indiana's Academic Standards as described in IC § 20-31-3. Please also describe how the proposed instructional design will align with or exceed the Common Core Standards. More information about Indiana's adoption of the Common Core Standards and the implementation timeline can be found at <http://doe.in.gov/commoncore/>. The description of the instructional design should include, at a minimum, the following items:
  - the basic learning environment (e.g., classroom-based, independent study, virtual)
  - class size and structure,
  - an overview of the curriculum,
  - the use of technology in delivering instruction (if applicable),
  - plans for ensuring the school is staffed with highly effective teachers, and
  - evidence-based support.

The Nexus Academy blended learning model is engineered to enable each student to meet his or her fullest potential – including meeting and exceeding Indiana Academic Standards and the Common Core. The school is designed around each student from the ground up, with the daily routine driven not by lock-step periods and bells but by data about his or her learning and activities designed to maximize both academic performance and social/emotional growth. Key design elements for Nexus Academy include:

- **Unique Blended Learning Approach:** Nexus Academy utilizes a cutting-edge blend of face-to-face and online instruction, digital and hands-on curriculum, individualized and team-based learning, to provide an engaging and effective educational experience for each student. This approach also allows for real-world special-focus programming such as a sports business strand that Nexus Academy of Indianapolis intends to develop for its students in partnership with local sports franchises and sports-related companies making their home in Indy.
- **Personalized Learning Plan:** Developed collaboratively for each student by the staff with input from parents and students, this plan guides the tailoring of both curriculum and instruction to meet that student's needs. Special attention will be paid to meeting the needs of students with disabilities and English Language Learners, whose Personalized Learning Plans will reflect necessary modifications and accommodations but who are otherwise fully integrated into the daily learning routines of the school.
- **One-to-One Computing Resources:** All students at Nexus Academy will be provided with a netbook, tablet computer or other wireless mobile computing device, which they will use throughout the school day to access their powerful and engaging online curriculum, and may take home to continue their work beyond the school day. The school also intends to make use of students' own smartphones and other computing devices they may bring to

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school, while providing large screens throughout the space for presentations and collaborative work. This “three-screen” approach mirrors how adult professionals now use technology in their working days.

- **Flexible Use of Space and Time:** Rather than rows of forward-facing desks and teacher lectures, Nexus Academy provides a combination of comfortable team rooms and inspiring subject-specific classrooms where students and teachers meet in small groups and one-on-one (see Facilities section below for further details). The school day maximizes flexibility so that students who need more intensive intervention and direct instruction will get it, while students who are ready to move ahead can do so. Nexus Academy also allows time and space for special focus activities such as sports/sports business, dual enrollment/college courses, foreign language immersion, and internships.
- **Data-Powered Instruction:** As students work through their engaging online curriculum, they generate rich streams of performance data that teachers and school leaders use to maximize student performance.
- **Dynamic Differentiation:** Teachers use data on student performance to dynamically group students for intervention, enrichment, project work and individual study within the classroom, formulating new groups every one to two weeks. Students with disabilities and English Language Learners will be fully integrated into these groups.
- **Small School Design:** The Nexus Academy program will be implemented in a school setting that is small by design – with a total of 250 students at scale, radically more intimate than any other college-prep focused public high school in the City of Indianapolis. Recent research on small schools shows significant positive impact on graduation rates when the personalization of an intimate learning environment is coupled with a strong mission focus and careful attention to continuous program improvement.
- **Technology-Facilitated Curriculum:** Nexus Academy intends to use a high-quality, proven-effective curriculum licensed from Connections Education, consisting of hundreds of standard-aligned technology-delivered but teacher-driven courses. This comprehensive program offers multiple levels of core academic coursework – Advanced Placement®, Honors, Standard, Basic, and Credit Recovery – plus a dozen foreign languages, cutting-edge technology electives, and engaging arts courses. Throughout the flexible school day and beyond, students access this entire curriculum via their school-provided tablet computers, which allow them to work anywhere, anytime – and produce a rich stream of learning data to guide every instructional decision. For a complete description of every course and its objectives, please see <http://bit.ly/grHcRu>.

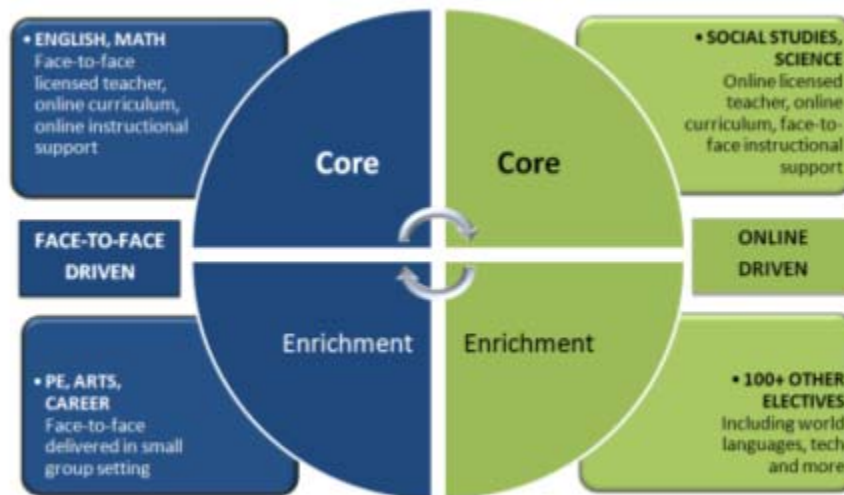
Nexus Academy’s curriculum will ensure college and career readiness by offering courses that fulfill all Common Core and Indiana Academic Standards as well as Indiana graduation requirements. The curriculum and instructional model also allows for dual enrollment and early college options, and address key skills that students need for success in the 21st century, as detailed by the Partnership for 21st Century Skills ([www.21stcenturyskills.org](http://www.21stcenturyskills.org)). These skills include critical thinking and problem solving, global awareness, self-directed learning, collaboration skills, and technology literacy. To this end, the Teachlet® tutorial embedded in each lesson typically presents concepts in a manner that addresses both fact/skill-level

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mastery and higher-order thinking, while the Assessment section of each lesson typically includes constructed critical thinking responses in addition to measures of factual recall. Furthermore, the curriculum is engineered to allow teachers to adapt any learning activity—by adding, skipping, or deleting, often in conjunction with a mentor—to meet student needs, including the need to draw out complex thinking or to fulfill an IEP (see “Special Populations and At-Risk Students” section below for further details about meeting special learning needs).

Nexus Academy’s approach fuses high-quality online curriculum with individualized instruction and flexible scheduling with high expectations and detailed performance tracking through Connections’ powerful Connexus<sup>®4</sup> education management system. This system puts a sharp focus on the most effective personal pathway for each student to ace End-of-Course Tests and other assessments, fulfill all graduation requirements, and prepare for college and/or career. The curriculum has produced a promising record of achievement: for example, 78% of Connections-affiliated students scored 3 or higher on AP exams, compared with 57% of American students in general.

Nexus Academy will deliver these courses to students in the school facility in a unique blend of “face-to-face driven” and “online driven” formats, all taught by Indiana-licensed teachers. U.S. Department of Education research suggests that this approach leads to higher achievement levels than either fully online or purely face-to-face alternatives.



The potential of this high-quality approach to blended learning has been recognized by authorities as diverse as the U.S. Department of Education, the Gates Foundation, the Council of Chief State School Officers, and the International Association for K-12 Online Learning. It is the focus of Gates’ Next Generation Learning Challenge (which Nexus Academy hopes to participate in) and the subject of a major report by the Innosight Institute.<sup>5</sup>

2. Specify instructional strategies that your school will implement to support the education plan and why

<sup>4</sup> Connexus<sup>®</sup> is a registered trademark of Connections Education.

<sup>5</sup> “The Rise of K-12 Blended Learning,” Michael Horn and Heather Staker, Innosight Institute, <http://bit.ly/gaONJk>

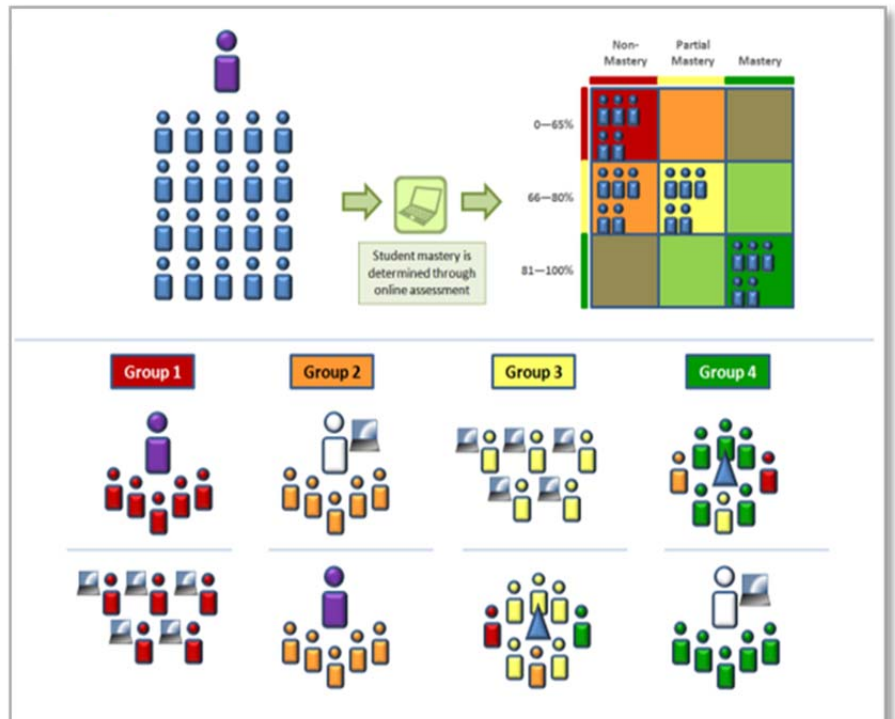
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they are well-suited for your targeted student population. Describe the methods and systems that teachers will use to provide differentiated instruction to meet the needs of all students.

The Nexus Academy instructional approach is known as Personalized Performance Learning®. Developed over the past 10 years to serve students in fully virtual settings and now adapted to the blended learning environment, this approach combines excellent face-to-face teachers with the power of technology such that the whole is greater than the sum of its parts.

The school is staffed with in-person teachers in the highest-stakes core subject areas who preside over lab-style classrooms for their subjects – but unlike a traditional classroom, the Nexus Academy teacher does not stand in front of the classroom delivering “one size fits all” instructional content to 25 students with wildly divergent learning needs.

Rather, as students work through their engaging online curriculum generating rich streams of performance data, the teachers use that data to dynamically differentiate their instruction –grouping and regrouping students for intervention, enrichment, project work and individual study (see accompanying diagram). Online instructional support in the form of one-to-one and small-group tutoring, “unsticking,” and grading services allow the teacher to maximize the time that they spend with students in



the ways that matter most. The flexible daily schedule allows time and space for special focus activities such as college courses, sports, internships, and work.

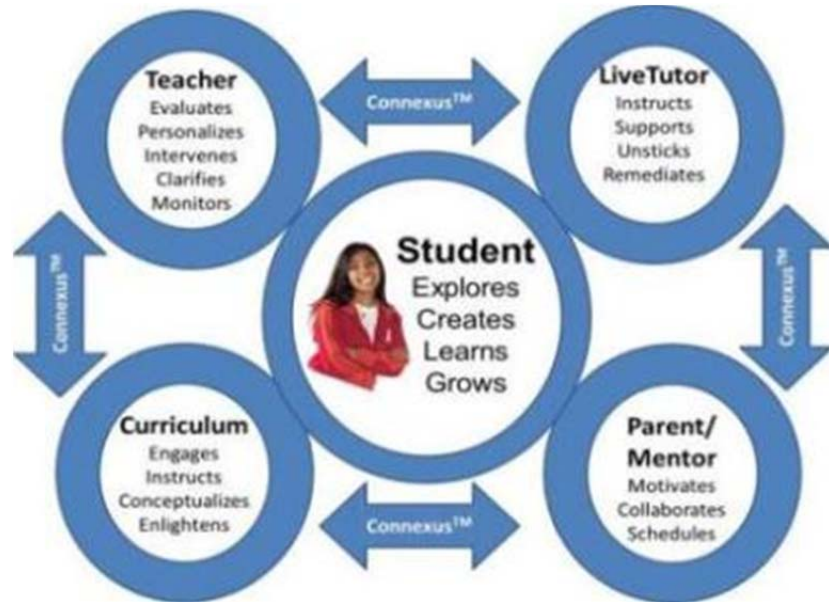
Nexus Academy further personalizes the school experience by placing each student in a “Fusion Team” cohort of students that stays together through the school day and year, supervised by a professional learning coach with support from college and community mentors. For additional support, all students have access to the online LiveTutor service that puts expert teaching help at their fingertips when they need it.

The Nexus Academy Personalized Performance model surrounds each student with supports and resources that optimize his or her success. These include highly qualified face-to-face and online teachers, face-to-face mentors, and just-in-time online tutoring resources, with critical roles also played by parents/guardians. The model is connected by the constant flow of data and communicated/facilitated by the Connexus educational management system.

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As described above, the school's intervention and acceleration capabilities ensure that academic achievement is maximized for every student.

Nexus Academy embodies multiple hallmarks of excellence: a rigorous, proven K-12 curriculum that is aligned to Common Core and Indiana Academic Standards and



accredited by both the North Central Association and AdvancED; top-quality teachers who are Indiana-certified, highly qualified, and specially trained to excel in a blended learning environment; and one-to-one computing resources in a unique education management system platform designed specifically for K-12 online/blended learning to provide 360-degree accountability through comprehensive data collection, analysis and reporting. These elements add up to a cutting-edge school program that nonetheless enjoys an established track record in increasing academic achievement for all. Students taking Connections courses part-time in states from Mississippi to Maryland have a 90%-plus passing rate, while full-time Connections-affiliated schools across the nation have sent graduates to Harvard and Indiana University Bloomington, Johnson & Wales and the Air Force Academy, among many others.

3. Identify any key educational features that would *differ* from your current education model. Explain why you would implement these features, any new resources they would require, and how these features would improve student achievement.

As noted above, the Nexus Academy blended high school model utilizes proven elements from the Connections Academy virtual school model but combines them with face-to-face instructional strategies, project-based learning, dynamic differentiation and innovative use of space – features which have been developed based on pilot implementations in Houston, Baltimore, Prince George's County, Philadelphia and Detroit.

4. As **Attachment 11**, provide a course scope and sequence by subject, for each grade level proposed, that demonstrates clear alignment with Indiana's Academic Standards and the Common Core. **NOTE: Limit attachment to five (5) pages.**  
Please see Attachment 11 for a condensed scope and sequence indicating alignment to Common Core, plus a link to the complete alignment.

## Pupil Performance Standards

State the proposed school model's pupil performance standards, consistent with Indiana's Academic Standards and the Common Core. In particular:

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1. Provide, in **Attachment 12**, the school's exit standards for graduating students *for each division of the school* as applicable (elementary, middle and/or high school). Exit standards should clearly set forth what students in the last grade in each division will know and be able to do. **NOTE: Limit attachment to ten (10) pages.**

Nexus Academy is a high school driven by the goal of universal graduation and college acceptance. The exit standards for graduation – including completion of Indiana's Core 40 or Core 40 with Academic or Technical Honors – are described under High School Graduation Requirements, below, and detailed in Attachment 12.

2. Explain the school's policies and standards for promoting students from one grade to the next. How and when will promotion and graduation criteria be communicated to parents and students?

Nexus Academy will ensure that every student masters Indiana's Common Core Standards and graduation requirements by carefully calibrating and tracking each student's performance throughout their high school career. Please see Attachments 11 and 12 for details.

### High School Graduation Requirements (*High Schools Only*)

High schools approved by the Indiana Charter School Board will be expected to meet Indiana Graduation Requirements, described in IC § 20-32-4 and explained on the Indiana Department of Education's website: <http://www.doe.in.gov/core40/overview.html>

1. Explain how the school will meet these requirements. Explain how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Indiana, explain any additional requirements.

Nexus Academy is a college/career prep school with its eye on successful completion of high school graduation requirements and beyond. Please see Attachments 11 and 12 for specific alignment of the Nexus curriculum to these requirements. The personalization and flexibility of the blended school model mean that each student's schedule can be calibrated to facilitate their success.

2. Explain how your graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).

In addition to meeting the high school requirements, Nexus Academy students will be strongly encouraged to complete college level work (AP, dual enrollment, or both) while in high school, and fully supported in ensuring that they are prepared for success in their post-secondary endeavors.

3. Explain what systems and structures the school will implement for students at risk of dropping out of high school and/or not meeting the proposed graduation requirements.

The Connexus platform and its granular data about student performance will all for early identification of and intervention with students at risk of dropping out or failing out of school. In addition, the vast curricular resources that the school has at its disposal will allow such students to get back on track quickly and effectively.

### School Calendar and Schedule

1. Provide, in **Attachment 13**, the school's proposed calendar for the first year of operation, as well as the weekly schedule of classes. Provide an overview of academic and non-academic programs, as well as

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the total number of instructional days in an academic year. Note the length of the school day, including start and dismissal times. Detail the number of instructional hours/minutes in the day for core subjects such as language arts, mathematics, science, and social studies. **NOTE: Limit attachment to five (5) pages.**

Please see Attachment 13 for the proposed 2012-13 calendar along with sample schedules showing how student time on site and in “flex time” are utilized to ensure that every student receives at least 180 days of instruction. Nexus Academy is also very interested in partnering with the Indiana Department of Education to pilot a “non-seat-time”/mastery-based approach to completing the Core40.

## School Culture

1. Describe the culture of the proposed school and how this culture will promote a positive academic environment and reinforce student intellectual and social development.

The culture of Nexus Academy will be one of high expectations and personal achievement in a caring and collaborative community. The school design, shift system, and team structure mean that students will work in an intimate and caring environment, but also will see immediately that their actions impact others.

In its first year, Nexus Academy may task its founding students to further define their ideal school culture as a group project – and then ask them to take responsibility for enforcing that culture.

2. Explain how you will implement this culture for students, teachers, administrators, and parents starting from the first day of school.

The basics of the school culture will be communicated during information sessions – which will feature enrolled students and parents after Year 1 – and will be distilled into the School Handbook that students and parents review during the enrollment process.

3. Summarize, for illustrative purposes, a typical day from the perspective of a student in a grade level of your choice.

A typical Nexus Academy freshman – let’s call him Jayson – will take the city bus to arrive at school at 9 am for the school’s morning shift and report directly to his Team Room and claim his spot at the high café table where he does his best work. The day will begin with a brief Team Meeting at which Jayson and his cohort-mates decide to challenge the school’s other teams to a Math Off – whoever ends the month with the highest cumulative scores in Algebra, Geometry, Algebra 2 and PreCalc will get a pizza party. Jayson then works on his online Spanish course for 30 minutes followed by a web conference with his online World History teacher until 10:15, when a musical cue tells him it is time to go to the English classroom. Jayson has been struggling with *Animal Farm* so his teacher meets with him and two others who are in a similar place with Orwell to talk about the themes and imagery in the book. Jayson stays in English for extra time today, a total of 90 minutes, before switching over to the Math classroom for a 30-minute Algebra 1B unit test, which he’s pretty sure he aced – he’d studied those polynomial equations hard. Then Jayson hits the fitness room for a half-hour workout before picking up his lunch and meeting his Robotics Club buddy for a team meeting. Jayson leaves the school at 1 pm to go to his job at CVS, but makes a mental note to



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complete a couple units in his online Game Design course before bed that night.

4. Summarize, for illustrative purposes, a typical day from the perspective of a teacher of any subject or grade of your choice.

Yvette Johnson taught math for four years in a “good” traditional suburban high school before coming to Nexus Academy, so she is delighted to have a chance to use some of her best engagement strategies every day. Teaching math at Nexus is challenging, because she might have one student struggling to grasp the basics of Algebra in her classroom at the same time as another student who’s ready for Trig – but at Nexus, each student can actually be working in the course that is right for him or her regardless of age or grade. Yvette gets into the building early to be ready for her first group of students at a little after 9, and works straight through until 5 – though she hardly counts her lunchtime First in Math club as work. In between, Yvette consults for 30-60 minutes at a time with some 75 students in small groups who are tackling concepts that they need help mastering; sees another 75 in small groups primed for acceleration; and supervises another 50 in group or individual project-based learning activities. A steady flow of data from the Connexus system lets Yvette know how each student is doing in the curriculum and what each needs from her to master the school’s diverse and challenging math curriculum. Yvette also looks forward to Fridays, when she and the other Nexus teachers, both face to face and online, can confer and plan for student success.

### Supplemental Programming

1. Will you offer summer school? If so, describe the program(s) to be offered. How many students are expected to attend summer school, and how will they be selected for participation? How many hours and weeks of summer school will you provide, and how will it be funded?

Nexus Academy can readily provide summer school using the online summer school curriculum and program available via Connections. This summer program includes both credit recovery and original credit courses, which students can take at home, use at the school site, or both. Should the school staff determine that a summer program for some or all students is essential, Connections will help the school identify grant resources or other funding to put it into place.

2. Describe the extra- or co-curricular activities or programming the school will offer; how often they will occur; and how they will be funded.

In addition to its high-performance academic program and educational support services, Nexus Academy will offer intensive college and career counseling, mentorships and internships, and a leadership development program through a partnership with the Thurgood Marshall College Fund. Nexus Academy leadership will work with community partners to ensure that each student has multiple extracurricular and enrichment opportunities on campus, off campus, and online. The school will also provide its students with healthy packaged meals, a personal trainer, and access to dozens of technology-facilitated clubs and activities, including:

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- **Art Club:** The Art Club sparks students' creativity by exploring art, photography, and graphic design. Students will be exposed to the nuances of each medium and have the opportunity to create and share their own creative designs. Optional LiveLesson® web conference sessions let students interact with art experts.
- **Book Club:** Participants read selected books and share their observations with each other. The teacher guides and encourages interactive and engaging group discussion.
- **Broadcast Club:** Students learn about the history and new trends of broadcast media and have an opportunity to share their work with peers. Throughout the year, students explore the growth of print (from newspapers to blogs), audio (from radio shows to podcasts), and video (from television to Internet videos).
- **Chess Club:** Club members learn, socialize, and play in an atmosphere of friendly competition. After completing an online tutorial for either beginner or advanced players, students are matched with competitors of the same skill level, and the games begin. Students can even play in a national tournament on an exclusive Connections site.
- **Debate Club:** Students learn the art of debate and critical thinking. While discussing and debating current events, students develop valuable skills in brainstorming, topic research, presentation strategies, verbal and nonverbal cues, and role-playing. Teachers help students develop position statements, supporting arguments, and analytical thinking.
- **Environmental Club:** Students work together to learn about and discuss environmental issues at the local, national, and global level. Each week features a project students can work on at home to help the environment. Special guest speakers participate in the club as well, adding breadth to the knowledge students gain from the club.
- **Innovators Club:** Students explore the world of invention and the entrepreneurial process, including idea generation, business plans, patents and more. Students will share their innovative ideas with peers and experts, and will learn about other successful young entrepreneurs.
- **National History Day Club:** National History Day guides students through the process of creating, editing, and submitting unique projects to the National History Day competition. Working with a theme announced by the National History Day organization, students choose from several different types of projects and learn research and writing skills as they work.
- **Pen Pals:** It's a new twist on a classic way to build friendships. Students develop their skills in letter writing, written expression, and penmanship, while making friends with other Connections-affiliated students.
- **Poetry Corner:** Connections Educations' own Poetry Lady directs this group, where young writers explore the language of poetry and hold weekly online forums to share and critique their work.
- **Poetic Forms and Language II:** Students learn the art of writing poetry. Poetic Forms and Language II continues to challenge students with various advanced poetic forms. Students learn how to convey ideas, situations, and feelings in inventive and original ways. The club teaches students how to communicate ideas using metaphor, simile, and imagery. Students are encouraged to share their poetry and short stories once a week on the Poetry Corner message boards.

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- **Quiz Bowl:** Students test their knowledge of fun facts in this weekly academic competition, with winners named in each state at the end of the year.
- **Robotics Club:** The Robotics Club will guide students through the exciting world of robots. Students will define what a robot is (and what it isn't!), study the myths that surround robots, examine how robots are used in movies and stories, and consider how robots assist humans. Experts in the field of robotics will help students learn more about artificial intelligence and what the future holds for humans and machines.
- **Student Leadership and Service Club:** Students will take on roles in both leadership and service. The group will meet twice a month to discuss service projects and hear from guest speakers who are active in different aspects of professional leading.
- **Student Literary Magazine:** The monthly *Pens and Lens* magazine recognizes and publishes original student works. We encourage students to inspire one another in both writing and photography.
- **Student Newspaper:** *The Monitor* is our student-managed, student-staffed monthly newspaper. As they work together, students learn about group dynamics, organization strategies, and teambuilding exercises while researching and writing stories on current events, sports, entertainment, and fashion.

3. Describe the school's programs or strategies to address student mental, emotional, and social development and health.

A key member of the Nexus Academy teaching staff is the Physical Education teacher, who serves as a personal fitness coach for every student and oversees the on-site fitness center where students can work out on treadmills, with free weights, the online yoga course, and Wii/Kinect fitness games.

Nexus Academy will have both an on-site Guidance Counselor and an online guidance counseling service to ensure that its students have access to the advice they need on future planning and life issues. The online service is particularly useful for conversations that should include students' parents as well – the online counselor can meet with student and parent simultaneously via web conference.

The paraprofessional Team Mentors will also be specially trained to facilitate advisory activities and provide social/emotional coaching for students in their teams.

4. If applicable, describe any other student-focused activities and programs that are integral to your educational and student-development plans.

The development of partnerships with higher education institutions for dual enrollment programming is a high priority, which Governing Board members with higher education affiliations will help facilitate.

### Special Populations and At-Risk Students

1. Summarize the school's overall plan to serve students with special needs, including but not limited to those with Individualized Education Programs, students with Section 504 plans, English Language Learners, students identified as intellectually gifted, and students at risk of academic failure or dropping out. Identify the special populations and at-risk groups that the school expects to serve, whether

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through deliberate targeting or otherwise.

Nexus Academy is committed to serving students with special needs – including students with IEPs or 504 Plans, English Language Learners, gifted students, and students at risk -- whether such students are currently or newly identified as such. While students will receive all of the unique and special services to which they are entitled, Nexus Academy is by design a full-inclusion school, which integrates all of its special learners into the daily life of the student body as a whole. Please see specific details below.

2. Explain how the school will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies and supports you will provide for students with mild, moderate, and severe disabilities, including:

For students with IEPs and 504 Plans, the Nexus Academy Special Education Coordinator will work with the Principal to ensure that the requirements of students' IEPs are met. This will include arranging for appropriate interventions and needs assessments, providing consultative support to the regular education teachers as well as modification and accommodation to the general education curriculum, conducting direct instruction where necessary, and coordinating related services. In addition, Nexus Academy will use a multi-tiered Response to Intervention model to bring as many struggling students as possible to proficiency before referring them into special education (see next section). In ensuring high-quality services to its students with special needs, Nexus Academy will draw upon Connections' expertise developed over a decade of successfully serving thousands of such students across the nation.

- a. How the school will identify students with special education needs.

Nexus Academy teachers will be trained in ChildFind and Response to Intervention strategies and will meet with the Special Education Coordinator regarding any student whose performance in the curriculum or other behaviors might suggest the need for evaluation. All appropriate safeguards and procedures, including parent notification, will be in place for any student formally identified for special education evaluation.

- b. The specific, evidence-based instructional programs, practices, and strategies the school will employ to provide a continuum of services, ensure students' access to the general education curriculum, and ensure academic success for students with special education needs.

The Special Education team at Nexus Academy and Connections will provide the following services, among others:

- consultative support to the regular education teachers to provide modification and accommodation to the general education curriculum;
- direct special education support to a student which may be provided via the telephone, Internet, LiveLesson, as well as in person;
- contracting of additional related services (such as Occupational Therapy or Physical Therapy) in accordance with the student's IEP or 504 Plan;
- ongoing progress monitoring for every student, including frequent and thorough review of student performance, attendance, and participation data as reported to

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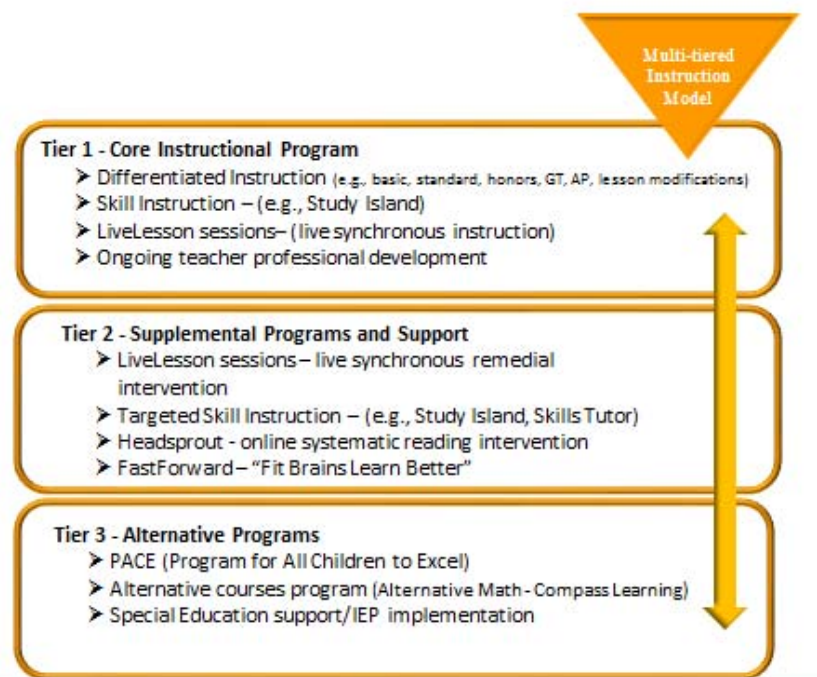
- the student, parent and teacher through their respective home pages;
- careful logging in Connexus of every conversation (by phone, WebMail, LiveLesson or other means) and consultation with the student and/or parent; and
- specific tracking and reporting for providers of direct/related services, with close scrutiny by the special education staff of any missed appointments or incomplete services.

To ensure effective inclusion of students with disabilities in a blended environment, Nexus Academy will use adaptive technologies such as:

- LiveSpeech online speech therapy service;
- word prediction or dictation software, such as Word Q® and Speak Q® or Dragon Naturally Speaking®;
- text readers, such as Read Please or Kurzweil readers;
- screen readers, such as Jaws for student with vision impairments;
- touch screens or adapted keyboards, such as Intellikeys;
- books on CD or tape; and
- screen magnifiers for students with low vision.

Nexus Academy will use a multi-tiered intervention model to meet the needs of students who are significantly behind academically – with the goal of bringing them up to speed on a path toward college. Students who may not be successful in the standard program, Tier 1, will receive additional support via the supplemental and alternative programs in Tier 2 and Tier 3 as highlighted in the adjacent chart.

The Student Support team, made up of the Principal, Special Education Coordinator, and teachers, will review student performance data weekly or biweekly and adjust the student program accordingly.



- c. How the school will regularly evaluate and monitor the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals set forth in the Individualized Education Program (IEP).

The achievement of special needs students will be monitored in the same ways and with the same tools that other Nexus Academy students' performance is tracked, with an extra level of scrutiny by the Special Education Coordinator. Throughout the year and at the

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end of each year, the Nexus Academy staff will evaluate the school's services to its special needs students and plan adjustments.

- d. If applicable, the school's plan for promoting graduation for students with special education needs.

Nexus Academy will encourage and support both graduation and post-secondary education with all of its students, including students with special education needs. Necessary accommodations will be in place for End of Course Assessments and college/career-ready testing, along with appropriate modifications to the high school curriculum, but the overall message to students will be that of equally high expectations for all.

- e. How the school will provide qualified staffing for students with special education needs.

Nexus Academy will have a Special Education Coordinator and one or more teachers who are dual-certified in their subject area and special education.

- f. Provide examples from your existing network of schools of how you have adjusted the course scope and sequence, daily schedule, staffing plans, and/or support resources to meet the diverse needs of students at your existing schools.

As a school engineered from the ground up to provide a personalized learning experience for every student, Nexus Academy will tailor its curriculum, schedule, educator-student interactions and support resources to meet the needs of every student. Across the Connections network, teachers daily modify courses and schedule LiveLesson web conferences specifically to accommodate students with special needs, and Nexus Academy anticipates doing the same for its students.

3. Explain how the school will meet the needs of English Language Learner (ELL) students, including:

- a. How the school will identify ELL students.

To identify ELL students, as part of the enrollment and/or transfer process, Nexus Academy staff will inquire about language spoken at home and will observe the student's fluency in English to begin the process of identifying students with possible English Language Learning needs. Following enrollment, students will then be offered a diagnostic assessment, which will determine the types of assistance, if any, a student needs for English language acquisition.

- b. The specific instructional programs, practices and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students.

Nexus Academy will provide English Language Learners with a focused English language acquisition program. They will work directly with a certified ELL teacher who provides individualized attention and a technology-facilitated curriculum. The program is designed to assist the student to attain English language proficiency. While the curriculum is

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English-intensive, the blended instructional approach allows the student to use both English and the student's native language in order for the student to understand and learn the English language and content area curriculum. Throughout their involvement with ELL services, such students will be fully integrated into the life of the school, including Team activities and project-based learning.

- c. How the school will assess and monitor the progress and success of ELL students, including exiting students from ELL services.

The progress of ELL students will be tracked closely through Connexus, and students will be exited from ELL services as soon as possible.

- d. How the school will provide qualified staffing for ELL students.

For English Language Learners, Nexus Academy will leverage one or more teachers or paraprofessionals with expertise and certifications to serve such students.

4. Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies and supports you will provide for these students.

The Nexus Academy curriculum and its embedded assessment data provide early warning and actionable remediation focus for students who are struggling. The curriculum-embedded assessments include measurement of grade-level skills. Nexus Academy will use the Connections **SSTAIR** approach to ensure mastery of these core learning objectives. SSTAIR targets essential Skills/Standards by subject/grade level, uses specified Assessments within the curriculum to measure student mastery of these skills and standards, provides tiered Interventions for non-mastered skills and standards, and then tracks students' Response to the implemented interventions by skill/standard. The SSTAIR initiative aims to more deeply link curriculum, standards and assessments for interventions that have a direct impact on student mastery of anchor objectives and resulting standardized test performance.

5. Explain how the school will identify and meet the needs of intellectually gifted students, including:

- a. The specific evidence-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.

Nexus Academy provides a full complement of Honors courses in the core subject areas, 20 Advanced Placement courses, and hundreds of challenging electives to meet the needs of all students, including those who are intellectually gifted. In addition, Nexus Academy will make it a priority to develop dual-enrollment and college-level courses accessible to its entire student body. The school counselor will work with students upon entry to the school and throughout their school career to ensure that students are taking a course load that challenges and engages them.

- b. How the school will provide qualified staffing for intellectually gifted students.

The core face-to-face staff will be fully prepared to provide honors versions of their Math and English courses, and may also teach some AP courses. All other AP and special courses

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will be taught by expert, certified online teachers.

- c. How the school will assess and monitor the progress and success of intellectually gifted students. The progress of intellectually gifted students will be tracked closely through Connexus, and students will be provided multiple opportunities for enrichment and acceleration.

## Student Recruitment and Enrollment

1. Explain the plan for student recruitment and marketing that will provide equal access to any family interested in the new school.

<b>PROPOSED Expedited Student Recruitment/Enrollment for 2012-13 School Year</b>	
<b>DATE</b>	<b>ACTIVITY</b>
April-May 2012	Initial outreach begins (see tactics below) to maximize collection of Registrations/Intents to Enroll (with clear communication of contingencies)
Late May 2012	Charter approval
June 8, 2012	Proposed Registration deadline to determine need for Lottery (if number of Registrations does not exceed 200, no lottery necessary, move directly into enrollment process)
By June 15, 2012	Lottery – if necessary
June-July 2012	Enrollment process – including information sessions and on-site enrollment assistance events
August 10, 2012	Majority of student enrollments complete for 2012-13 school year (enrollment process continues)
August 20, 2012	Proposed first day of school

Nexus Academy’s plan for student recruitment will fulfill three goals: assembling a student body of no more than 250 (200 in Year 1) that reflects the full diversity of Indianapolis, ensuring that families have the facts and understandings they need to make informed choices, and providing equal access to any family interested in the school. To meet these goals, Nexus Academy will use an appropriate mix of the following marketing tactics:

- Online and Social Media Marketing – search engine marketing (paid search “pay-per-click” advertising, online display advertising, and search engine optimization); permission-based e-mail marketing; website development and maintenance; blogging; and social networks, such as Facebook, Twitter, Yahoo! Groups, and YouTube
- Direct Marketing – conduct e-mail and mail campaigns, sending program promotional materials to students and families (includes cost-effective direct mailings to leads generated by events, online marketing, and mailing lists)
- Website Support (content development)
- Traditional Advertising if needed (billboard, radio, TV)



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- Information Sessions – host local information sessions online and in person in which parents and families can talk with a specialist face-to-face and ask questions, see first-hand how the program works, and view videos, textbooks, and other promotional materials
- Grassroots Outreach – includes face-to-face information sessions using on-site experts; parent-to-parent meetings; word-of-mouth at community happenings such as music, drama, and dance events
- Public Relations – press releases designed to raise awareness of the program through media coverage (radio, online, and print news)
- Research and Analysis – includes response and financial analysis of marketing activities, customer relationship management, and quantitative and qualitative market research (e.g., satisfaction surveys, focus groups, and awareness studies)
- Promotional Give-away Items (e.g., water bottles, T-shirts, student planners, etc.)
- Enrollment Services – assistance provided via telephone, online and in-person to help families complete online enrollment forms

For Year 1, these activities will begin in April 2012 in order to have a pool of interested students ready to begin the enrollment process immediately upon charter approval. Parents and students will be informed that actual enrollment will be contingent upon approval of the charter.

For Years 2 and beyond, Nexus will begin outreach and information sessions for each school year in the previous fall, casting a wide net to ensure that students from every Indianapolis area community are informed about the school.

Nexus Academy intends to use the Connections online enrollment system and process, as tailored Indiana requirements. This online enrollment process has been successfully customized and deployed for charter schools in more than 20 states, and ensures both ease of use for families and compliance for the school. (Note: Parents without easy access to the Internet or who otherwise need assistance will receive face-to-face help at information sessions and at the school.) The enrollment process consists of multiple stages: Expression of Interest/Intent to Enroll, Registration, Lottery (if necessary – see below), Enrollment Application, Pre-Approved, and Approved. The Nexus Academy Governing Board may fine-tune these procedures and adopt revised enrollment policies prior to beginning enrollment in any given year. Nexus Academy will ensure that its enrollment process is clear and well-understood by families. The graphic below shows the enrollment process stages in sequence. Sample enrollment instructions to parents are shown in Attachment 14.



2. Provide, as **Attachment 14**, the school's Enrollment Policy, which should include the following:
  - a. Any admission requirements, including an explanation of the purpose of any pre-admission activities

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for students or parents.

See Attachment 14 for description of enrollment process, which parents and students can access online or at the school site. Nexus Academy will strongly encourage interested families to attend an in-person or online information session, but there are no required pre-admission activities other than completion of the enrollment process.

- b. Tentative dates for the application period, including enrollment deadlines and procedures, and an explanation of how the school will receive and process Intent to Enroll forms.

See Attachment 14 for application period dates, which will be expedited and expanded for Year 1. While clearly communicating that enrollment in the school will be contingent upon approval of the charter, Nexus Academy intends to begin gathering Intent to Enroll/Registrations in April 2012, with a Registration deadline of approximately June 8 for determination of need for a lottery (see below).

- c. Tentative lottery dates and procedures.

Please see Attachment 14. The Nexus Academy Governing Board will set a Registration deadline and will communicate this to students and parents, along with the limit on the number of students the school can accommodate. For Year 1, the Registration deadline for determination of a Lottery is expected to be around June 8, with the actual lottery to be held around June 15 if needed.

- d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.  
Please see Attachment 14.

## Student Discipline

1. Describe the philosophy of student discipline that supports your school model, including procedures to ensure the integrity and authenticity of student work product and assessment scores.

Nexus Academy will establish an atmosphere of high expectations, self-direction, and mutual support among students. Students earn increasing autonomy and flexibility through their academic efforts, including the privilege of working outside the school setting. These norms and expectations will be reinforced by all staff, by the physical setting, and by the school's policies and routines.

In its first year, Nexus Academy may task its founding students with creating their ideal school culture as a group project – and then ask them to take responsibility for enforcing that culture.

Please see the Draft Code of Conduct in Attachment 15. As a highly personalized, high-expectations small school, Nexus Academy anticipates being able to effectively manage student discipline issues. In addition, the online curriculum will allow the school to minimize academic interruptions caused by suspensions and expulsions; students will be expected to work regardless of their disciplinary status.

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2. Provide as **Attachment 15** the school's discipline policy, which should include a summary of the following:
  - a. Practices the school will use to promote good discipline in the school, including both penalties for infractions and incentives for positive behavior  
Please see Attachment 15.
  - b. A preliminary list of the offenses for which students in the school must (where non-discretionary) and may (where discretionary) be suspended or expelled, respectively  
Please see Attachment 15.
  - c. An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings  
Please see Attachment 15.
  - d. A description of the appeal process that the school will employ for students facing expulsion.  
Please see Attachment 15.
  - e. How parents will be informed of the school's discipline policy.  
Please see Attachment 15.

### Parents & Community

1. How have you determined that the proposed school will have sufficient demand to meet enrollment projections?

The Nexus Academy blended learning model is the outgrowth of passionate interest on the part of parents, educators and community members in Indiana and nationally in how best to combine online and face-to-face learning for the benefit of today's technology-savvy students. In Indianapolis specifically, more than 1,000 families have expressed unsolicited interest in a technology-focused alternative to the traditional public schools.

2. Describe how you will engage parents in the life of the school, starting from the time that the school is approved. How will the school build family-school partnerships to strengthen support for learning and encourage parental involvement? Describe any commitments or volunteer activities the school will seek or offer to parents.

Parent involvement is a centerpiece of the Nexus Academy blended learning concept.

All parents/guardians will have the opportunity to be intimately familiar with their students' progress on a day-to-day basis at Nexus Academy: The Connexus system ensures that all parents have access to complete data about their children's learning, and the human infrastructure of the school is specifically designed to support the role of parents.

The opportunity for meaningful, intensive involvement in their students' education is part of what draws families to schools like Nexus Academy, and research among participating families in Connections-affiliated schools nationally indicates a high level of satisfaction in this regard. On the most recent Parent Satisfaction Survey, more than 93% of families rated their school program A or B, and 96% would recommend it to a friend or relative.

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In addition, Nexus Academy intends to develop its own technology-facilitated “21st Century Parents” group that focuses on the skills and supports students need for success at Nexus Academy and beyond. This parents’ group will meet regularly via web conference and in person for parent training, discussion, and guidance to the school. The group can also facilitate access to the Nexus Academy facility for parent technology use outside of school hours, if families express this need.

The Governing Board also provides a venue for parent involvement. It is anticipated that at least one Board member will be a parent of a Nexus Academy student. The Board may create ad hoc parent advisory groups to provide guidance on particular subjects such as community partnerships and neighborhood outreach. Parents who are not Board members are also encouraged to be involved with Board activities; contact and other information about the Board will be available through the school website and the public website. The school will make all Board minutes available to families on request and will report on Board activities in the school newsletter. A complete explanation of the Board’s due process framework will be included in the School Handbook provided to every family upon enrollment.

Finally, Nexus Academy parents will be surveyed annually about their satisfaction with the school and its program, and the results of this annual survey will be presented to all stakeholders.

3. What community resources will be available to students and parents? Describe any fee-based or in-kind commitments from community organizations or individuals that would enrich student learning opportunities.

Nexus Academy intends to develop partnerships with local businesses and other organizations – such as sports franchises and sports-related business – for internship and mentorships for students. In addition, the school will place a high priority on early college/dual enrollment partnerships with higher education institutions.

4. Provide, as **Attachment 16**, evidence of demand from the community and support from community partners, which may include letters of intent and/or memoranda of understanding, and should specify the resources to be committed or contributed from the partner, as applicable.  
See Attachment 16.

### Performance Management

Nexus Academy enthusiastically embraces the ICSB Accountability System, and looks forward to working with ICSB staff to fine tune the school’s specific goals and measures. Understanding that state standardized tests for high school are currently limited to End of Course Assessments (ECA) in Algebra I, Biology, and English 10, and that the State of Indiana’s growth model is still a work in progress, Nexus Academy proposes the following measures:

- **Absolute:** Each year, at least 75% of students who have been enrolled in Nexus Academy for a minimum of 162 days will demonstrate college/career readiness based on the appropriate combination of the College Board’s College Readiness Pathway suite (PSAT and SAT), the ACT Educational Planning and Assessment System (PLAN and

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ACT), the Advanced Placement (AP) exam, dual-credit accumulation and industry certifications.

- **Comparative:** Each year, the percentage of students passing the Algebra I, Biology, and English 10 End of Course Assessments will exceed the passing percentage of students from comparable schools (as defined by socioeconomic status).
- **Growth:** Each year, at least 75% of Nexus Academy students will demonstrate a year's worth of academic growth based on the school's selected pre- and post-test program (e.g., Scantron Performance Series) and/or the State of Indiana's emerging growth model for high school, with a particular emphasis on improvement for students in the previous year's bottom quartile.
- **Graduation Rate:** Nexus Academy's graduation rate will exceed the Indianapolis Public School rate and will meet or exceed the overall state rate by Year 5 of the school's operation.

To assist the ICSB in its evaluation of the education plan described in this application, please address the following questions.

1. In addition to mandatory state assessment and testing requirements (ISTEP+, IREAD-3, IMAST, ISTAR, and ECA, as applicable), identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (e.g., DIBELS, Acuity, TABE).

Nexus Academy will use assessment to personalize a path to success for every student, and ensure that the path stays true. Assessment efforts begin with a thorough placement process and progress assessment, offered online and offline, which help to customize the student's academic program and formulate the Personalized Learning Plan, and continue with ongoing assessments to measure student progress on the curriculum.

In addition, Nexus Academy expects to use a commercially available assessment such as the Scantron Performance Series to gauge students' annual growth and help drive progress toward college and career readiness. This standardized assessment will be administered as a pre-and post-test for tracking academic growth. College and career readiness will be gauged by measures such as the ACT, SAT and PSAT, the ACT PLAN assessment, Advanced Placement tests, dual enrollment, and industry certifications.



2. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.

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The Nexus Academy Connexus education management system gathers very granular data on every student's performance every day. During each phase of their curriculum mastery, students will engage in many different types of evaluations, both formal and informal. Formal assessments include quizzes, unit tests, skills checks, portfolio items and graded discussions. Informal assessments include the variety of methods teachers use to gather ongoing feedback about student progress, such as WebMail, LiveLesson sessions, phone conversations, and review of student work samples.

Data from all of the assessments will be collected in Connexus and used by the Nexus Academy staff to continually adjust curriculum and instruction for each student. The assessment approach allows teachers to easily assign supplementary or enrichment assignments, change pacing or sequencing of lessons, conduct LiveLesson® tutorial sessions, or otherwise personalize the program.

3. Describe the information system the school will use to manage student performance data. Identify the staff member(s) who will be responsible for warehousing the data, interpreting the data for classroom teachers, and leading or coordinating professional development to improve student achievement.

Connexus is the information system that Nexus Academy will use to gather, warehouse, interpret, and use student performance data. Every Nexus Academy staff member will be responsible for using Connexus to understand and maximize student performance.

4. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

Connections will provide the Nexus Academy staff with ongoing training and support to ensure that every member of the team is "data-driven," enthusiastically using the Connexus tools and capabilities to analyze, communicate, and utilize data effectively in his or her job function to improve student learning. Teachers and administrators in particular will have "data coaches" from the Connections team who will work with them one-on-one to integrate data use into their daily practice.

5. Describe the corrective actions the organization will take if the school falls short of student academic achievement expectations or goals as established by the ICSB and the Indiana Department of Education. Explain what would trigger such corrective actions and who would be responsible for implementing them.

Given its commitment to everyday scrutiny of performance data using its Connexus system, Nexus Academy expects to be able to identify and correct lags in student academic performance before these result in failure to meet ICSB and IDOE performance standards. Should the school fall short of its agreed-to goals, the Principal with support from Connections will develop a specific and targeted school improvement plan with interim metrics agreed to by ICSB. Failure to show improvement could result in change of school leadership, termination of the ESP contract, or both.

## SECTION III: IMPLEMENTATION PLAN

### Human Capital

#### Network-wide Staffing

Complete the following table indicating your projected staffing needs for the entire network over the next five years. Include full-time staff and contract support that serves the network 50% or more. Please adjust school types, and staff functions and titles as needed to reflect your network's organizational plans.

Please see data below for network staffing for and in Indiana.

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools					
Number of middle schools					
Number of high schools	1	1	2	2	3
<b>Total schools</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>3</b>
Student enrollment	200	250	450	500	700
<b>Management Organization Positions</b>					
Manager of Midwest Blended Schools	1	1	1	1	1
Accountant for Midwest Blended Schools	1	1	1	1	1
Blended School Curriculum Specialist	1	1	1	1	1
Blended School Board Relations Specialist	1	1	1	1	1
<b>Total back-office FTEs</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>High School Staff</b>					
Principals	1	1	1	1	1
Classroom Teachers (Core Subjects) (Math and English)	2	2	4	4	6
Classroom Teachers (Specials) (PE only; others online, not employed by school)	1	1	2	2	3
Student Support Position 1 [e.g., Social Worker] – Guidance Counselor	1	1	1	1	1

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Student Support Position 1 [e.g., Social Worker] – Special Education Coordinator	1	1	1	1	1
Teacher Aides and Assistants	3	3	6	6	9
School Operations Support Staff – Executive Assistant	1	1	2	2	3
<b>Total FTEs at high schools</b>					
<b>Total Network FTEs</b>	10	10	17	17	24

### School Leadership & Staff Hiring, Management and Evaluation

1. If the organization is applying for more than one charter, explain your process and timeline for developing or identifying leaders across each of your Indiana schools. How does this process align with the 5-Year Growth projections described in the business plan? Who will lead this process? How much will it cost?

Nexus Academy intends to share its Principal, Guidance Counselor and Special Education Coordinator across the three Indianapolis sites. Recruitment and screening of Principal candidates will be an EMO responsibility, with final selection conducted by the Governing Board, which will also participate in semi-annual reviews and partner with the EMO to replace an under-performing Principal.

2. Describe your strategy and timeline for recruiting and hiring teachers across the network. Explain key selection criteria and any special considerations relevant to your school design. What key partnerships will support staff hiring? Identify known sources from which you will recruit teachers.

Each school will require only three (3) face-to-face teachers (English, Math, and PE) who will be recruited using local online and in-person sources. As the EMO, Connections has deep experience and a long waiting list of teachers interested in working in online/blended settings. Key criteria for teachers include subject area expertise, facility with technology, and high comfort level for working with students individually and in small groups. Prospective teachers take a technology assessment as well as completing a screening interview before a smaller pool is presented to the Principal for in-person interviews. (Note that licensed online teachers who will teach science, social studies, and all electives will not be employed directly by the school.)

3. Most charter applicants propose to use vigorous recruitment, professional development, and management practices to ensure that all of the school's teachers are high-performing. In reality, only a fraction of teachers in most schools actually achieve outstanding outcomes with students. In light of that near-inevitable outcome, how will the network ensure that every student at each school has access to excellent teaching? Will the staffing model incorporate innovative technologies or instructional techniques toward that end? If yes, how?

The combination of a small teaching staff, online curriculum/platform, and pervasive use of data will allow Nexus Academy to hire for quality support through ongoing professional development, and apply true performance-based management for all staff.



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4. Explain how – and how frequently – the school/network will evaluate the performance of the school leader and teachers. What key elements will drive evaluations, and who will conduct them?

All Nexus Academy employees will have specific, measurable goals relating to student performance and instructional practice, set in consultation with the Governing Board and the Connections Chief Education Officer. The Nexus Academy Governing Board will evaluate the Principal, while the Principal will evaluate the teachers. Evaluations typically will occur twice during the academic year and will involve extensive use of student performance data captured by Connexus as well as face-to-face observation of educator practice. All staff are trained on the policies and procedures in the employee handbook including those for resolving conflicts and addressing workplace issues, with the Connections human resources staff providing support and guidance to the school.

5. Explain how the school/network would handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover. How will the school/network identify and address development needs or concerns?

As the employer of staff on behalf of the Governing Board, the EMO will monitor student performance and other data carefully to provide “early warning” on any underperforming staff, and will not wait for the formal semi-annual reviews to place individuals on an improvement plan or termination. In the case of an underperforming Principal, the Governing Board and EMO must agree before the Principal is terminated and replaced.

6. Provide an overview of the organization’s compensation system (including benefits) and how this aligns with the performance evaluation process. For legislative requirements regarding employee benefits, see for example the following: IC § 20-24-6-7.

As shown in the Budget and Staffing Workbook in Attachment 19, Nexus Academy will provide compensation that is in keeping with the Indianapolis market, with salary increases based on merit. In addition, all Nexus Academy employees may be eligible for a bonus determined by the Governing Board (expected to be 5-10%) if they and their school achieve specified goals.

### Professional Development

Describe the professional development that will be offered to school leadership and teaching staff. This description should explain how professional development for the faculty will support the education program and build capacity to improve student achievement, and should include the following:

1. Describe how school leaders will be supported and developed throughout the year.

For an innovative school like Nexus Academy, professional development that focuses on fulfilling the school’s curriculum and instructional goals is mission critical. It is vitally important to students’ academic performance that the staff be optimally effective in teaching in a

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blended environment and addressing the Common Core and Indiana Academic Standards in their daily instructional practice.

**Essential Skills and Knowledge:** The Nexus Academy comprehensive teacher training and professional development program will address the following as a baseline:

- Pedagogy, strategies, and best practices for teaching in a blended learning environment
- A working knowledge of the Nexus Academy curriculum and enhancements as well as state and district graduation requirements
- How to utilize and navigate the tools of the Connexus education management system
- How to develop Personalized Learning Plans
- Forms of assessment and how to utilize results to guide instruction
- Knowledge of school processes and policies
- Collaborating on continuous improvement of curriculum
- Using project-based technology tools in the classroom
- How to foster a blended school community

**Professional Development Activities:** Before school begins and throughout the year, Nexus Academy teachers will participate in the following professional development activities designed to hone their understanding of the curriculum and accountability measures:

- *Initial Teacher Orientation Course:* All teachers will complete a self-guided teacher-training course developed specifically for Nexus Academy by Connections. This course is delivered through Connexus, and contains actual lessons, assessments, and links to online tutorials. The focus of this course is to prepare teachers for the first few weeks of school, and it covers “the basics” including curriculum, assessment, personalizing instruction, school year events, grading and report cards, communication, and essential Connexus tools. Upon successful completion of this course and assessments, teachers are ready to begin instruction. Teachers are expected to earn a grade of 90% or better.
- *Nexus Academy Interactive Program Manual:* With the school staff, Connections will develop a Nexus Academy Program Manual as a resource for teachers and school-based personnel to use all year. It will contain policies, procedures and “how to” components that aid the teachers on a day-to-day basis. These “how to” components also have accompanying online tutorial segments that visually demonstrate each process.
- *Pre-Service Face-to-Face Training:* Before school begins each year, Nexus Academy staff will engage in up to two weeks of face-to-face training and orientation. Programming will be provided by Connections as well as local resources wherever possible.

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- *Supplemental Teacher Training Course Segments:* Once the school is up and running, the Connections Professional Development team will work with Nexus Academy to present more segments of the training course to teachers on an ongoing basis. These segments contain information about more complex features and functions of Connexus, instructional strategies, new assessments and curriculum elements, and processes that teachers need to implement once the school is successfully under way. There will also be a differentiated course designed specifically for returning staff members that targets new concepts, advanced applications, and serves as a refresher on basic skills.
  - *Nexus Academy Professional Development Sessions:* With support from Connections, Nexus Academy will provide teachers with ongoing professional development activities throughout the year. Presenters with various backgrounds and areas of content expertise conduct live tutorial sessions on a rotating basis throughout the school year. Teachers are required to virtually attend monthly sessions throughout the year including such topics as: implementing specific instructional strategies, current curriculum-specific topics and trends, effective teaching strategies and communication skills for a virtual environment, utilizing the state standards to guide instruction, educational technology, using data to guide instruction, educational trends, and so on. These sessions will result in PD certificates needed for certification upkeep.
  - *Graduate Level Courses:* Nexus Academy teachers will be encouraged and supported in pursuing professional development opportunities, including those offered via Boise State University (already developed in partnership with Connections) and other higher education institutions.
  - *Professional Learning Community:* Each Nexus Academy teacher will have access to a robust online Professional Learning Community portal in Connexus, which lists multiple professional development opportunities from Connections and elsewhere as well as message boards, recorded LiveLesson sessions, shared resources, and more. Teachers describe this area as “a community created and dedicated to shared values and vision, working and learning collaboratively, shared decision making, collective creativity, and supportive and shared leadership. As a collegial group, we are united in our commitment to student learning through collaboration in our community.”
  - *Weekly Teacher Updates:* The Connections School Support Staff compiles and sends out to all teachers in all partner schools a weekly electronic newsletter that highlights improvements to the curriculum and Connexus, new procedures, shared tips, and community-building activities.
2. Provide a schedule and explanation of professional development that will take place prior to school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.

Please see above.

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3. Include the expected number of days/hours for professional development throughout the school year and explain how the school's calendar, weekly schedule, and staffing plan will be structured to accommodate this plan. Explain how professional development will be aligned with the interim assessment process and adjusted during the year to address areas of need that are identified.

Complete answer to come here.

4. Explain how the professional development program will be evaluated – at both the school and network levels – to assess its effectiveness and success.

Nexus Academy teachers will be surveyed regularly regarding their satisfaction with professional development experiences to help guide continuous improvement in this area. In addition, specific teacher accountability metrics help school administrators quantify impact of professional development activities and areas in need of additional work. The Connections curriculum, instruction, and school support areas also conduct ongoing evaluations of professional development activities.

### Start-Up and Operations

- **Start-Up Plan.** Provide, as **Attachment 17**, a detailed start-up plan for the period leading up to the first day of student attendance for the first proposed school described in the application (or schools, if the organization intends to open more than one school in Year 1). **NOTE: Limit attachment to five (5) pages.**
  - a. The Start-Up Plan must indicate the targeted first day (month, day, year) of student attendance, as well as the school's first day of operation per IC § 20-24-3-4.

Please see Attachment 17. The targeted first official day of school operation is intended to be May 22, 2012, while the first day of student attendance is proposed to be August 20, 2012.
  - b. The Start-Up Plan must specify planning tasks by month, and responsible individuals.

Please see Attachment 17.
  - c. Additional Requirements for Applicants Planning to Open in Fall 2012: The Start-Up Plan must include a detailed, weekly start-up plan for the months of June-August 2012. In addition, the Plan must describe how the school will fund start-up activities in these months. Finally, the Plan must include a compelling argument that the school will be ready to successfully serve students and comply with all ICSB policies by the first day of student attendance.

Please see Attachment 17 for detailed weekly plan for June-August 2012 including funding plan.

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- **Start-Up Staffing and Costs.** Complete the Start-Up (Year 0) Budget and Staffing worksheets in the Budget and Staffing Workbook (be sure to complete all pages in the Budget and Staffing Workbook, and provide as Attachment 19).

Please see Attachment 19 for start-up staffing and costs.

- **Transportation.** If the school will provide transportation, describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events. Describe how the school will comply with the federal McKinney-Vento Homeless Assistance Act, 42 USC 11431, for homeless students, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if and as applicable.

Nexus Academy does not expect to provide daily transportation for students. The school facility will be carefully selected to be accessible via public transportation from all areas of the Indianapolis metro region. The Governing Board may decide to subsidize bus passes for low-income students but will also raise funds to do so.

For field trips and other special school activities, Nexus Academy will arrange for appropriately licensed and bonded transportation on an ad hoc basis.

Nexus Academy will arrange appropriately licensed and bonded transportation for students with disabilities if required by their IEPs or for homeless students as required under McKinney-Vento, and will use appropriately dedicated funds for this purpose.

- **Safety and Security.** Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.

The Nexus Academy floor plan is designed for maximum visibility throughout the entire space by the adult staff. Entry to the school will be controlled by key cards and buzzers, and cameras will be installed to monitor the immediate outside space.

- **Technology Specifications and Requirements** (for Blended Learning and Virtual Operators only).
  - a. Describe all technological equipment and services that the charter school will provide, including hardware, software, connectivity, and media storage devices, and property controls and equipment tagging that will be in place. Specify any equipment or technological support that students and families will be responsible for purchasing or obtaining.

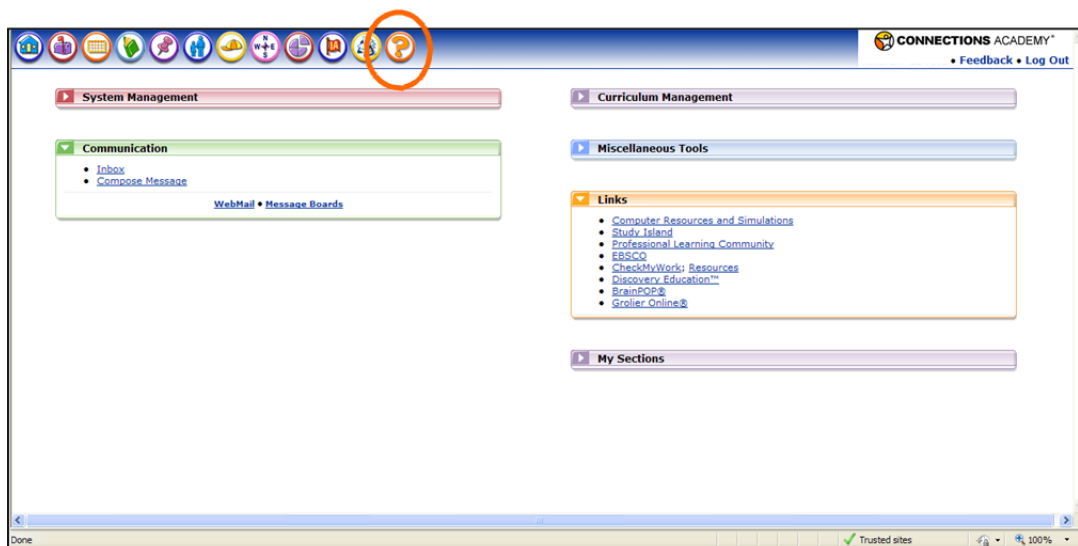
Nexus Academy will provide each student with a netbook, tablet, or other mobile computing device (equipped with a headset and microphone) to use throughout the day for accessing all curriculum; at the Governing Board's discretion, students may take these computing devices home with them as well. The curriculum and online teaching

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resources are accessible via the Connexus education management system, which also regulates access to student work and data through permissions. In addition to the student computers, the school will provide teacher workstations, large display screens throughout the school space for presentations and displays. All equipment is anticipated to be leased and supported through Connections and managed via the AssetAware system that is part of Connexus. Students may also access the curriculum through any other Internet-connected device at home or in the community. Furthermore, the school expects to integrate student smartphones and other personal technology into the school day as part of a “bring your own device” approach.

- b. Describe the scope of technical support that will be provided, including where support staff will be located, and the hours (including weekends and holidays) and manner in which the support will be accessible to students and school employees.

Connections will provide all Nexus Academy students, staff, and families with access to extensive technical support and a wide range of other support services both through online help (always available in Connexus) and live help via Connections Support Services. Online help is accessible anywhere in Connexus through a click on the question mark icon (circled in red in the following figure), and provides a very robust array of answers and guidance.



Nexus Academy users can also contact Connections Support Services, based within Connections’ headquarters in Baltimore, in the following ways:

- Calling 1-800-382-6010 and then selecting the appropriate menu selection for Support Services
- E-mailing [support@connectionsacademy.com](mailto:support@connectionsacademy.com)
- Using the WebMail message feature in the Connexus platform and sending a message to “Support Services”

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The Support Services Team is available during the school's calendar year from 9:00 a.m. to 6:00 p.m. EST. Voicemail messages can be left for Support Services at any time.

- c. Describe the charter school's data retention, security, and confidentiality procedures.

Nexus Academy will comply with all FERPA procedures regarding confidentiality of student records, and will follow Connections' demonstrated best practices in protecting and securing student data. The Connexus system has multiple mechanisms in place to prevent intrusion and data loss that have proven effective for the hundreds of thousands of student records processed by Connections and its schools over the past decade.

- d. Describe procedures to deliver instruction when equipment, software, or connectivity at any location is lost or impaired. Specify who will pay for Internet connectivity and address minimum bandwidth and a course of action for areas of the state that do not have the minimum bandwidth (if applicable).

Connections will provide complete repair and replacement support for the leased technology equipment it provides to Nexus Academy. Robust Internet connectivity is built into the school's budget, and Connections will work with school staff to develop grant or partnership arrangements to ensure that students also have Internet connectivity at home.

- e. Describe data protection and recovery procedures in event of catastrophic system failure (include offsite back-up).

Connections has in place a complete data protection system including a biometrically protecting Network Operations Center with multiple failover and backup systems. A complete technical description of the system will be provided to ICSB upon request.

- **Insurance Coverage.** Charter schools authorized by the Indiana Charter School Board will be required to indemnify the Indiana Charter School Board, the Indiana Department of Education, any related entities, and their respective members, officers, employees, officials and agents. In addition, charter schools must obtain liability insurance coverage naming the Indiana Charter School Board and the Indiana Department of Education as Additional Insured on a primary basis. The applicant should provide, as **Attachment 18**, an estimate from an insurance agent/broker for the insurance coverage detailed below. The insurer must be rated A-VII or better by A.M. BEST or a comparable rating service.

The Indiana Charter School Board requires the following minimum insurance coverage per school:

- Workers' Compensation Liability: Workers' compensation benefits for all employees as required by law.
- Commercial General Liability: Limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit for bodily injury, personal injury and property damage liability coverage shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. Such comprehensive general liability insurance must expressly cover corporal punishment liability, sexual abuse/molestation liability (including Innocent Party Defense coverage), and medical payments of \$15,000. The Indiana Charter School Board and the Indiana Department of Education must each be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from school operations/services.
- Directors' and Officers' Liability and Legal/ Professional Liability: Liability insurance covering the

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school and its directors and officers from liability claims arising from wrongful acts, errors or omissions in regards to the conduct of their duties related to operation and management of the school with limits of not less than \$2,000,000 per claim. Coverage must include Employment Practices Liability and Sexual Harassment.

- Automobile Liability: Required when any motor vehicle (whether owned, non-owned or hired) is used in connection with school operations/services, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- Umbrella/Excess Liability: Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 to provide additional limits for underlying general and automobile liability coverages.
- Property Insurance: Property insurance for full Replacement Cost of property, whether by lease or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/ extra expense losses.
- Student Accident Coverage, including coverage for athletic participation, must be carried in a manner that provides primary coverage for students who do not have health insurance, and excess coverage for students who do have health insurance.
- Fidelity Bond: Fidelity bond coverage or equivalent Employee Dishonesty liability insurance in the amount of at least \$200,000 with a responsible surety company with respect to all of the school's employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents.

Please see Attachment 18 for Certificate of Insurance. Note that Directors and Officers insurance will be procured separately and will be in place immediately upon award of the charter.

## Facility Plan

1. If you are in the process of identifying a facility, describe with as much detail as possible your plan for identifying a target location, any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. Charter school facilities must comply with state and local health and safety requirements as described in IC § 20-26-7, 20-24, and as required by the Indiana State Department of Health, Office of the State Fire Marshall, Department of Public Works, and the corresponding local agencies. In addition, charter school applicants must be prepared to follow applicable city or town planning review procedures. Describe the organization's capacity and experience in managing these strategies, including managing build-out and/or renovations.

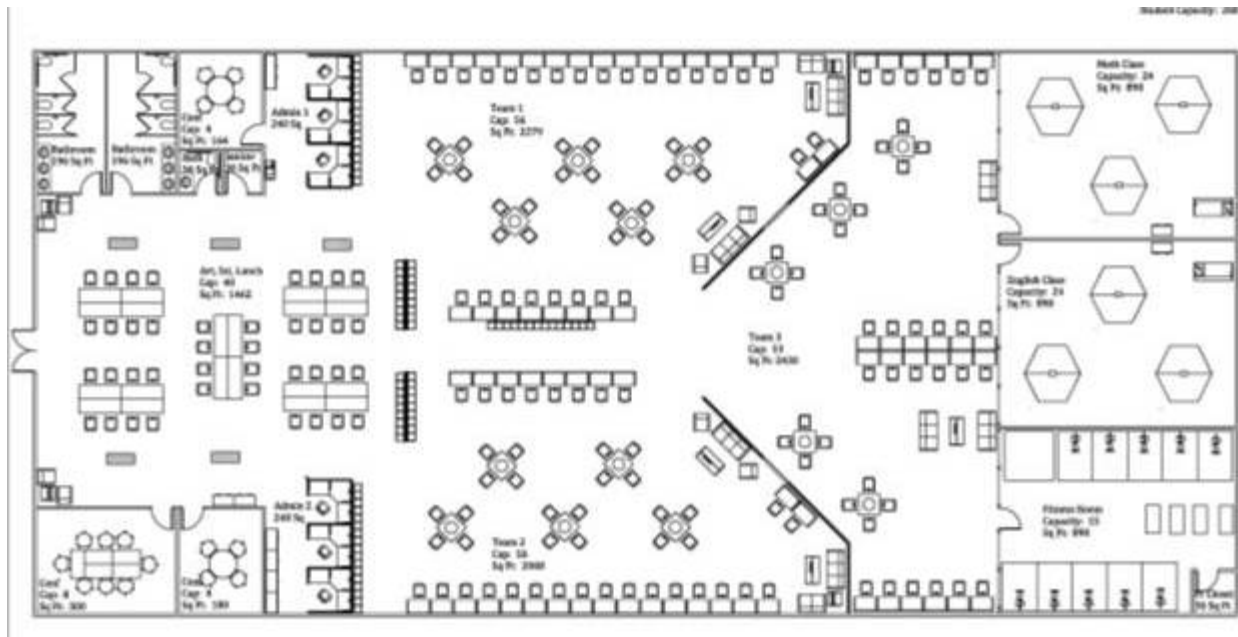
With assistance from the Connections Facilities team, Nexus Academy has identified three (3) suitable potential facilities in downtown Indianapolis. Each would provide 11,000-13,000 square feet of open space for rapid buildout of the Nexus floorplan (see next page), with landlords prepared to conduct the renovations to suit as part of the overall lease. They are:

- Pan Am Plaza, 201 South Capitol Avenue, Indianapolis, IN 46204
- Landmark Center, 1099 North Meridian Street, Indianapolis, IN 46204
- Gold Bldg. / Market Square Ctr., 151 North Delaware Street, Indianapolis, IN 46204



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The Connections team is in the RFP process with all three facilities and expects to bring a draft lease to the Nexus Academy Governing Board before the end of April for final negotiation and execution. Any upfront costs will be borne by Connections and/or the landlord.



Working with local contractors and project managers supervised by the Connections and the landlord, the Nexus Academy team is confident that the buildout and necessary inspections/certification can be completed by the first week in August, several weeks before students are to report to the space for the first day of school.

2. If you have already identified a facility, or plan to locate the new school within a facility currently owned or leased by the applicant, please indicate the street address and applicable school district. Describe the facility, including whether it is new construction, part of an existing public or private school building, or part of another type of facility. Provide a detailed list of any anticipated construction or renovation costs (these should be described in the budget narrative and reflected in the budget). If possible, provide a layout and description of the proposed facility. Include the number and size of classrooms, common areas, recreational space, any community facilities, and any residential facilities. Explain how the facility will meet the needs of any students who are physically challenged.

Not applicable.

3. If the organization is applying for more than one charter, describe your plan for identifying and financing a sufficient quantity of facilities to align with the organization's 5-Year Business Plan.

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## Budget & Finance

***IMPORTANT NOTE:** Schools chartered by the ICSB are required to adhere to Generally Accepted Accounting Principles (GAAP)/ the accrual-basis method of accounting. Schools are also required to comply with all relevant policies as required under Indiana statute by the Indiana State Board of Accounts: <http://www.in.gov/sboa/>*

*For multi-site operators or networks, the ICSB requires individual school and network-level financial budgeting, reporting and annual audits. Each Indiana school's finances must be transparent and distinct from the network level.*

1. Describe the systems and processes by which the organization will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school. What financial controls will be in place at the network and school levels to ensure long-term financial viability?

The Nexus Academy Governing Board will exercise autonomy over its budget and expenditures by ensuring best-practice fiscal controls. At the same time, the school will benefit from deficit protection provided by its EMO through service credits, which serve as an as-needed in-kind grant (not required to be repaid).

Nexus Academy will follow a financial and accounting plan that is compliant with generally accepted accounting principles (GAAP) and will provide an accurate accounting of all of its finances, will ensure sufficient information for audit purposes, and will provide data in the format needed for accurate and timely annual financial reports to district. Specific elements of the Nexus Academy financial accounting plan are as follows.

**Budgeting Process:** The development of Nexus Academy's annual budget will be an iterative process that will incorporate input from key stakeholders every step of the way. A preliminary budget based on initial assumptions will be approved by the Governing Board before the start of the school year. Once the beginning enrollment and updated per-pupil funding figures are known, a revised budget is prepared for the Board's consideration. This budget will then be compared to actual and forecasted results on a monthly basis as described under Financial Reporting/Internal below.

**Accounting System:** Nexus Academy will use an industry-standard accounting software program to ensure proper bookkeeping is maintained and that reports will be provided in the format required by district. If the Governing Board moves forward with contracting with Connections Education/Connections Learning to serve as its fiscal agent, the school will benefit from the robust accounting system (currently Great Plains) that Connections Education/Connections Learning has in place.

**Internal Financial Controls:** Nexus Academy will institute rigorous internal financial controls as follows.

- *Segregation of Duties:* Nexus Academy will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Principal, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All check requests and purchase orders over One Thousand Dollars (\$1,000) must be co-signed by the Principal and a Board member who has been approved as a signatory on the school's checking account. Payments for invoices for

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operational services contracted by the school do not need to be countersigned. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by school staff or a contracted bookkeeper. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

- *Authorization and Processing of Disbursements:* To ensure fiscal responsibility and compliance, the Governing Board will meet regularly to review the operations and financial performance of the school. The Business Manager will be required to provide supporting documentation for all expenditures. The school will not authorize any payment until it has reviewed such support. The Board will establish fiscal policies covering school expenditures. It will also designate specific check signing authority. It is anticipated that all checks over \$1,000 will require two authorized signatures.
- *Banking Arrangements/Reconciliation:* Nexus Academy will maintain its accounts at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. For all funds, the Board must appoint and approve all individuals authorized to sign checks in accordance with these policies. Bank statements from private banking institutions will be sent directly to the school's bookkeeper for reconciliation. A written report of results of the reconciliation will be provided to the Board Treasurer. A reconciliation of the school's savings and checking account, showing all transactions, will be provided to the Governing Board at every meeting.

**Financial Reporting - Internal:** Each month, Nexus Academy's contracted Business Manager will prepare for the Governing Board a set of detailed financial statements that will include a revenue and expense statement, a balance sheet, invoice detail (vendor, amount, date, purpose), any grant fund expenditures, cash receipts from all sources, and a transaction listing of all activity in the school's bank account. Additionally, the board Treasurer will receive supporting documentation for all invoices. In addition to showing the actual monthly and year-to-date results for the school, the Business Manager will prepare a monthly projection for the balance of the school year in order to provide the Governing Board with visibility to the projected financial position of the school at the end of the fiscal year. This report will be reviewed at each Governing Board meeting to ensure that the school has sufficient funds to meet all of its obligations and to stay on a sound financial footing. Any problems will be identified with sufficient time to make adjustments in the school's operations to ensure that a sufficient fund balance is always available at the end of each school year.

The Governing Board will use its sound budgeting and forecasting policy and procedures to monitor revenue and authorize expenditures according to any restrictions placed on such revenue. A detailed revenue and expense statement will be reviewed at each meeting of the Governing Board and will serve as the vehicle to authorize future expenditures, along with the adopted budget and other board policies.

This monthly reporting approach had two advantages for Nexus Academy:

- *Limits on appropriations:* By implementing the rigorous monthly reforecasting process, the

## Nexus Academy of Indianapolis

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Governing Board will be in a position to review and investigate projected expenditures against budgeted expenditures and make necessary adjustments, as appropriate. These adjustments may be an authorization to increase allowed spending, to reallocate funds from one account to another, or to direct the school to implement steps to reduce future spending.

- *Appropriations in excess of estimated revenue:* As a result of Nexus Academy's monthly reforecast activity, it is anticipated that any spending in excess of estimated revenue will be identified early and addressed in the normal course of operations (reducing planned future spending, pursuing new sources of revenue). The school will also strive to maintain a contingency fund at a level that will permit it to absorb modest operating loss in a specific year. Finally, the school will implement a policy of carefully hiring staff only as enrollment, and its corresponding revenue, permit, thus minimizing the possibility of this situation from occurring. In the unlikely event that the school is faced with making necessary expenditures in excess of estimated revenues and all other avenues to avoid this situation have been exhausted, then it will arrange for short-term funds or a loan to be made available for this purpose. All appropriate parties, including the school's authorizer, would be informed. Given the procedures outlined above, this situation is not expected to occur.

**Financial Reporting - External:** Nexus Academy will conform to all authorizer and Indiana State Department of Education reporting requirements for its charter. In addition, the school will arrange for an annual independent audit of its finances by an Indiana-licensed auditor. Within 48 hours of a request from authorizer personnel, Nexus Academy will make its financial records available for auditing purposes. Nexus Academy will also maintain its financial records in accordance for a period not less than five years.

2. Describe how you will provide an independent, annual audit of both network-level and school-level financial and administrative operations (if applicable).

Annual Independent Audit: Nexus Academy will be audited annually by an Indiana-licensed, independent certified public accounting firm according to the same guidelines applicable to public schools in Indiana. The Governing Board will solicit proposals from several firms before selecting one to perform audit functions.

3. Provide, as **Attachment 19**, a detailed 5-Year Pro-Forma Budget for the organization at the network level AND for each school described in the application. **Applicants must provide a network-level budget (no template is provided)**. Applicants must also complete the Budget and Staffing Workbook template (all sections) for each proposed school. If the school-level budget will be approximately the same for each school described in the application, state so clearly and submit a completed Budget and Staffing Workbook for one school only. ***NOTE: There is no page limit for this attachment.***

Please see Budget and Staffing Worksheet in Attachment 19, which includes the Nexus Academy of Indianapolis budget plus buildout of two additional schools in the network, one each in Years 3 and 5.

## Nexus Academy of Indianapolis

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4. Provide, as **Attachment 20**, a detailed budget narrative that provides a high-level summary of the budget and how the budget aligns with the 5-Year business plan. **NOTE: Limit attachment to five (5) pages.** The budget narrative should clearly describe assumptions and revenue estimates, including but not limited to the basis for Per-Pupil Revenue projections, staffing levels and costs. The narrative should specifically address the degree to which the network and school budget will rely on variable income (e.g., grants, donations, fundraising). Please address the following when completing the pro-forma budget and the budget narrative:
  - a. What is the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than the estimated budget?
  - b. Explain how the school will ensure it has sufficient funds to cover all anticipated expenses, including (a) any special education costs incurred, (b) any transportation costs necessary to ensure the school will be accessible for all enrolled students, and (c) required retirement plan contributions.

Please see the Budget Narrative in Attachment 20 for a discussion of assumptions, contingencies, and plans for deficit/cash flow protection.

**IMPORTANT NOTE:** You may refer to the Per-Pupil Revenue chart posted on the ICSB website that lists the actual 2010-2011 Per-Pupil amounts for existing Indiana charter and authorizer schools to help in your planning purposes. Applicants are encouraged to contact the Indiana Department of Education's Office of School Finance at (317) 232-0840 for additional guidance about Per-Pupil Revenue for budget planning purposes. Note that all budgets should assume a July 1-June 30 fiscal year.

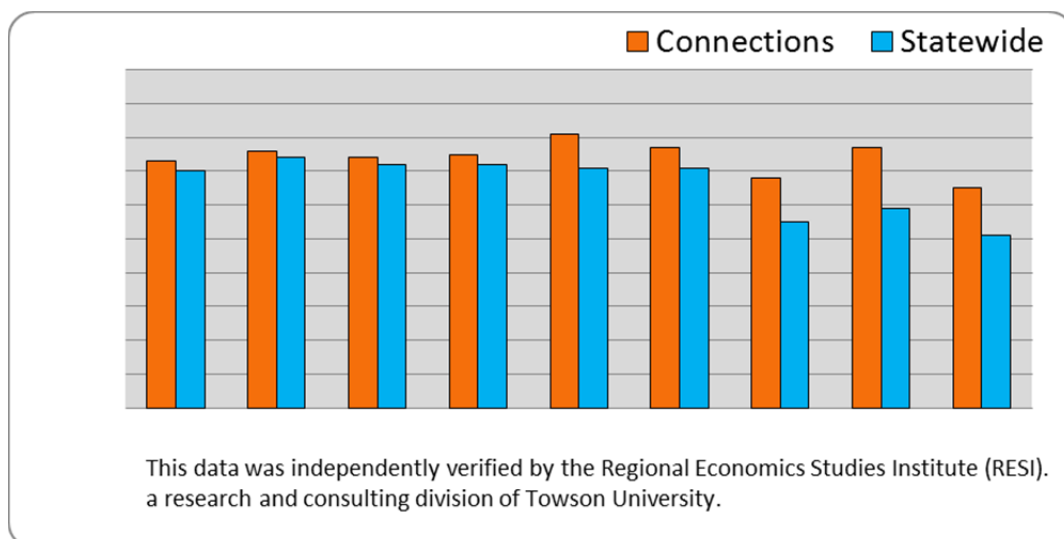
## SECTION IV: PORTFOLIO REVIEW & PERFORMANCE RECORD

The ICSB will base qualification decisions, in substantial part, on the organization's past performance. Provide the following information about all schools operated by the organization, including any ESP partner. The ICSB may request additional information from applicants at any time during the review process.

1. As **Attachment 21**, provide a summary of every school in the organization's portfolio (including any ESP partner) in an Excel workbook. Please include the following information for every school: Year opened; City/location and school contact information; Number of students and grade levels served; The following demographic and socioeconomic data: free/reduced-price lunch status, race/ethnicity, Special Education, and English Language Learner; The year in which the contract with the ESP commenced and/or ended (if applicable); State assessment results for the past five years by grade level in English/Language Arts and Mathematics; and Contact information for the authorizer.

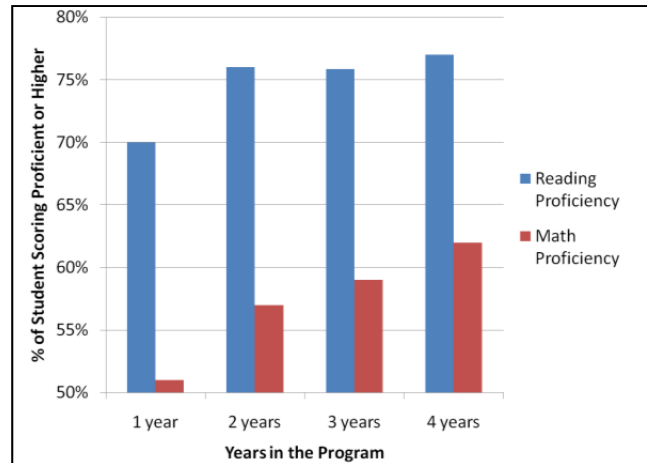
Please see Attachment 21 for the complete data about the portfolio of Connections-affiliated schools. In summary, the real test of any curriculum is academic effectiveness, which Connections has proved on multiple measures. On the Advanced Placement tests, 78% of Connections students scored 3 or higher—compared with 57% of students nationally. Connections students also regularly outpace the general student population in their states in proficiency on state standardized tests, although their demographics closely match their states'. For example, Connections students' aggregate Reading/Language Arts test scores exceeded the state aggregate in 100% of the states where a Connections school has been operating for two or more years, while Connections' aggregate science scores beat the state aggregate in 73% of these same states.

### Overall Reading Proficiency 2009-2010 Connections v. Statewide



## Nexus Academy of Indianapolis

The Connections curriculum has also been shown to produce significant gains in Reading and Math proficiency for students who have used the program for multiple years, as shown in the following figure.



2. Select one or more of the consistently high-performing schools that the organization operates and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
  - Be specific about the results on which you base your judgment that the school is high-performing. Include student achievement status, growth, absolute and comparative academic results, as available.
  - Discuss the primary causes to which you attribute the school's distinctive performance.
  - Discuss any notable challenges that the school has overcome in achieving its results.
  - Identify any ways in which the school's success has informed or affected how other schools in the network operate. Explain how the effective practice, structure or strategy was identified and how it was implemented elsewhere in the network.

Ohio Connections Academy is one of the Connections network's best-performing schools based on its service to a very diverse population as documented by Ohio's powerful growth model. The OCA Board held the line on school growth until performance caught up with expectations, and the methods that the OCA staff used to identify and intervene with students "on the bubble"- near but not quite at proficiency – has been adopted by other schools in the network.

3. Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
  - Be specific about the results on which you base your judgment that performance is unsatisfactory.
  - Include student status, growth, absolute and comparative academic results, as available.
  - Describe the primary causes to which you attribute the school's problems.
  - Explain the specific strategies that you are employing to improve performance.
  - How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

Commonwealth Connections Academy in Pennsylvania was experiencing high enrollment growth but lagging performance, particularly among high school students in core urban areas in Philadelphia and elsewhere. In 2011-12, CCA launched a blended learning center in downtown Philly; anecdotal results are promising, and the school and network together will be closely parsing test scores this spring for a more definitive read.

## Nexus Academy of Indianapolis

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4. *For any and all schools operating in the State of Indiana*, provide the following as **Attachment 22**: (a) the last three years of audited financial statements for the school; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011) for the organization and any related business entities. Be sure that the school level, ESP/CMO level, and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**  
Please see Attachment 23 for Indiana Connections Academy's available audited financials (the charter has been in effect for 1.5 full years) and the most financial statement for Connections Academy, LLC.
5. For the organization as a whole and any related business entities, provide the following as **Attachment 23**: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011). Be sure that the ESP/CMO level and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**  
Please see audited financials for Connections for the past three years, plus financial report from Pearson LLC for 2011, the year Connections merged with Pearson. Please note that the Pearson financials do not break out Connections due to timing and scale.
6. List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for "material breach."  
Not applicable – there have been no terminations.
7. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization and explain.  
There have been no charter revocations, non-renewals, or shortened/conditional renewals in the Connections network. There have also been no authorized schools that failed to open as scheduled. At Connections' discretion, one early virtual charter (Southern California Connections Academy) was returned to the authorizer after one year of operation because its enrollment area overlapped almost entirely with another Connections school; students were transferred to the second school for succeeding years with no interruption of service.
8. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years, and how such deficiencies or violations were resolved.  
Not applicable – no such performance deficiencies or compliance violations.
9. Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. Provide the following as **Attachment 24**: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation. **NOTE: Limit attachment to five (5) pages.**  
Not applicable.



## Nexus Academy of Indianapolis

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### REQUIRED PROPOSAL ATTACHMENTS

NUMBER	ATTACHMENT NAME	PAGE LIMIT	REQUIRED FORMAT
1	Founding Group Resumes	None	MS Word or PDF
2	Head of School/Principal Candidate Resume	3 pages	MS Word or PDF
3	School Administrators' Resumes	None	MS Word or PDF
4	Governance Documents – 501(c)(3) Letter of Determination, Articles of Incorporation and Bylaws	None	MS Word or PDF
5	Statement of Assurances (signed and dated)	Use required form	PDF
6	Board Member Information (completed by each Board Member of the proposed charter holder)	Use required form	PDF
7	Code of Ethics and Conflict of Interest Policies	None	MS Word or PDF
8	Education Service Provider (ESP) Documentation	None	MS Word or PDF
9	Organization's Business Plan	None	MS PowerPoint or Word, or PDF
10	Organizational Charts	5 pages	MS Word or PDF
11	Course Scope and Sequence	5 pages	MS Word or PDF
12	Academic and Exit Standards	10 pages	MS Word or PDF
13	School Calendar and Schedule	5 pages	MS Word or PDF
14	Enrollment Policy	3 pages	MS Word or PDF
15	Student Discipline Policy	3 pages	MS Word or PDF
16	Evidence of Support from Community Partners	5 pages	MS Word or PDF
17	Start-Up Plan	5 pages	MS Word or Excel, or PDF
18	Insurance Coverage	None	MS Word or PDF
19	Budget and Staffing Workbook	Use required template	MS Excel (no PDF submissions)
20	Budget Narrative	5 pages	MS Word or PDF
21	Portfolio Summary	None	MS Excel or Word, or PDF
22	Indiana School Financials	None	MS Excel or Word, or PDF
23	Operator Financials	None	MS Excel or Word, or PDF
24	Litigation Documentation	5 pages	MS Word or PDF
25	Entire Application (excluding Business Plan; also excluding items exempt from Indiana's Public Access Laws assuming prior written approval from Indiana's Public Access Counselor)		One combined PDF file (for posting to the ICSB website)

# **NEXUS ACADEMY**

## **ATTACHMENT 1**

Founding Group Resumes

# JEFF REED

5960 Carvel Ave. • Apt. A • Indianapolis, IN 46220  
Mobile: (419) 706-7879 • Office: (317) 681-0745 • jwilliamreed@gmail.com

## SUMMARY

Extensive experience working with key stakeholders in shaping public policy at the local, state, and federal levels. Strong background in public relations and governmental affairs.

## PROFESSIONAL EXPERIENCE

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**Friedman Foundation for Educational Choice**      **Indianapolis, IN**      **Feb. 2010 – Present**  
Legacy foundation of Milton and Rose Friedman established to promote universal school choice as the most effective and equitable way to improve the quality of K-12 education in America.

### *Director, State Programs and Government Relations*

- Responsible for advancing school choice in 25 states, including Indiana, Kansas, North Carolina, Oklahoma, Tennessee, and Virginia.
- Build coalitions of business leaders, state lawmakers, and nonprofits to implement school choice programs.
- Guide lawmakers and provide research materials on school choice.
- Work closely with governors' offices to link coalition efforts with state leadership.
- Represent the foundation before various constituencies throughout the country.
  - Testify before state legislatures.
  - Write op-eds; columns have appeared in such national outlets as *The Washington Times*, *The Plain Dealer*, *Las Vegas Review-Journal*, and *The Birmingham News*.
  - Appear on radio programs to discuss education policy, school choice legislation, and coalition activities.
  - Give presentations before the general public and grassroots advocates.

**American Legislative Exchange Council**      **Washington, D.C.**      **Feb. 2007 – Feb. 2010**  
ALEC is the nation's largest, individual membership association of state legislators who support the principles of free markets, individual liberty, and limited government.

### *Director, Education Task Force*

*June 2008 – Feb. 2010*

- Directed all aspects of 185-member task force, including membership recruitment and retention, programs, services, and communications.
- Assisted in development and fundraising activities, securing grants as high as \$300,000.
- Hosted events for lawmakers, recruiting national experts, business leaders, and former state and federal public officials to serve as keynote speakers.
- Wrote op-eds and press releases, produced publications, and served as education expert.
- Assisted private- and public-sector members with crafting "model legislation" and advised members on education issues.
- Managed two staff members.

### *Coordinator, Public Affairs*

*Feb. 2007 – May 2008*

- Served as chief editor for all ALEC publications and promotional materials.

*Coordinator, Public Affairs continued*

- Speechwriter for senior staff, ALEC's national chairman, corporate sponsors, and special guests at ALEC national conferences.
- Wrote press releases and op-eds, assisted with media relations, and managed Web site.
- Served as ALEC spokesperson for customer and media inquiries.

**Charles G. Koch Charitable Foundation                      Washington, D.C.                      June 2007 – June 2008**

Established by Charles G. Koch to advance social progress and well-being through the "Science of Liberty," which studies how societies can achieve long-term peace, civility, and prosperity.

*Alumnus, Associate Program*

- Received advanced studies in Market Based Management, a philosophy that promotes operational excellence in nonprofit organizations.
- Attended weekly lectures and participated in group activities focused on leadership skills.

**EDUCATION** \_\_\_\_\_**Ohio University    Athens, OH    2002 – 2006**

*Bachelor of Science in Communications, magna cum laude*

- Major: Political Communications; minor: Journalism.

**HONORS/HONORARIES** \_\_\_\_\_

- Named Ohio University's 2006 "Top Graduating Senior" in Communication and Public Advocacy.
- Recognized for Outstanding Academic Achievement, Scripps College of Communication, 2003-2006.
- Member, Golden Key International Honour Society, 2004-2006.
- Member, Alpha Lambda Delta Honor Society, 2002-2006.
- Member, Lambda Pi Eta Honor Society, 2005-2006.

**RELEVANT EXPERIENCE** \_\_\_\_\_**Susan Brooks for Congress                      Indianapolis, IN                      Nov. 2011 – Present**

*Education Policy Coordinator*

- Lead team of volunteers and advise candidate on education policy.
- Identify federal issues facing public education on the state and local levels and develop education policy agenda accordingly.

**Ohio University    Indianapolis, IN    Feb. 2011 – Present**

*President, Indiana Alumni Chapter*

- Promote Ohio University as an educational alternative for Indiana residents.
- Organize activities that strengthen ties among alumni residing in Indiana.

**Seana C. Murphy**  
**3916 N. Broadway**  
**Indianapolis, Indiana 46205**  
**317.457-7401**

Education

- 1991-1995 Christian Theological Seminary, Indianapolis, Indiana  
Masters of Theology: Concentration: Christian Ethics  
\*Magna Cum Laude
- 1987-1991 DePauw University, Greencastle, Indiana  
Bachelor's Arts Sociology  
\*Sociology Student of the Class
- 1983-1987 Decatur Central High School, Indianapolis, Indiana

Work Experience

- 2011-present *Assistant Vice President, Admissions and Enrollment Management, Ivy Tech:  
Operating Budget \$220,000 department*

Supervisory Responsibilities:

- Direct and manage 14 Directors of Admissions across the state
- Direct and manage 14 Designated School Officials across the state (International Student Staff)
- Coordinate management of 46 admissions staff members across the state

Fiscal Responsibilities:

- Ensure appropriate use of funds in alignment with the colleges' strategic plan
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful deployment of enrollment strategies to maintain 220,000 student level
- Ensure annual increase in number of students entering the college statewide
- Generate and maintain collaborations with Indiana four year institutions
- Work with colleges' marketing department to develop and employ successful recruiting campaigns

- 2001-2011 *State Director, Twenty-first Century Scholars Program:  
Operating Budget \$5 million*

Supervisory Responsibilities:

- Direct and manage 56 employees across the state
- Direct, manage, supervise 7 Central Office Staff
- Coordinate management of 108 program volunteers

Fiscal Responsibilities:

- Secure multi-year funding from U.S. Department of Education
- Establish operating budgets for 14 sites across the state
- Ensure compliance with federal and state regulations
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful enrollment of 13,000 students annually
- Ensure annual increase in number of students entering college

- Develop, coordinate, implement grade specific pre college activities
- Generate and maintain collaborations with Indiana colleges and universities

*1995-2001*

*Site Coordinator, Twenty-first Century Scholars Program:  
Operating Budget \$300,000*

Supervisory Responsibilities:

- Direct and manage 4 site staff members and 7 AmeriCorps members
- Coordinate management of 50 program volunteers

Fiscal Responsibilities

- Ensure compliance with federal and state regulations
- Identify and secure community funds to support programming

Programming Responsibilities

- Develop and implement programming for 12,000 families across 4 county region
- Ensure annual increase the number of students enrolling into the program

*1989-1995*

*Executive Director, Jubilee Summer Program:  
Operating Budget \$90,000*

- Develop and implement programming for 100 youth ages 4-18
- Introduce youth to cultural, recreational, social venues throughout the city
- Raise funds needed to support the program annually

# Kelly Hamilton

2126 Emerald Pines Lane ♦ Westfield, Indiana 46074 ♦ (317) 223-8350 ♦ [khamilton50@hotmail.com](mailto:khamilton50@hotmail.com)

♦ Twitter: @khamilton50 ♦ LinkedIn: <http://www.linkedin.com/in/kellyrhamilton>

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## Profile

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Experienced **product marketer** and licensed **K12 school administrator** bringing extensive knowledge of the K20 market to the eLearning industry. Direct experience managing cross-functional teams and projects and developing and managing programs proven successful for client engagement and retention.

**Competencies:** Analytical, Articulate, Detail-Oriented, Organized, Inspiring, Personable, Self-Confident; Goal-Oriented, Initiative, Self-Motivated

## Skills Summary

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- |                              |                                |                                       |
|------------------------------|--------------------------------|---------------------------------------|
| ♦ Strategic Marketing        | ♦ Customer Focused             | ♦ Professional Presentations          |
| ♦ Sales Pipeline Forecasting | ♦ Partner Relations Management | ♦ Campaign development/product launch |
| ♦ Lead generation            | ♦ Team Management              | ♦ Pricing and promotions              |
| ♦ Business Development       |                                |                                       |

## Professional Experience

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### MARKETING/COMMUNICATION

- ♦ Develop strategic marketing plans for client retention from research, market analysis, pricing, client engagement, to future business planning
- ♦ Work with Product Development, Product Management, Support, and others to plan, develop, and manage all client-facing community programs where clients impact future products, including beta programs, limited field trials, product development partnerships, bug/suggestion squads
- ♦ Acts as primary client advocate on Go-to-Market team, Product Council, and other cross-functional development teams
- ♦ Interact regularly with clients and internal stakeholders to build awareness of the programs and exceed participation goals
- ♦ Develop and maintain customer advisory board and serve as its primary facilitator
- ♦ Develop marketing and collateral materials, including content on the corporate website, product literature, white papers, sales presentations, case studies, and other sales tools for product launches

### SALES SUPPORT

- ♦ Partner with Sales leadership to develop/manage global client retention programs impacting \$250 million in contract value and impacting a sales team of over 65 reps
- ♦ Strategize key differentiators and develop programs, resources, and collateral for sales to engage with individual clients in order to retain at 93% year over year
- ♦ Participate in national and regional trade shows from developing/delivering company and customer presentations to media buying and promotional activities
- ♦ Work with sales team to maximize sales opportunities, support RFP development, and support key customers
- ♦ Develop pricing models and sales promotional activities designed to retain clients and create sales opportunities

### BUSINESS DEVELOPMENT/MANAGEMENT

- ♦ Develop partnership objectives and establish strategies and actions to grow business
  - Research and analyze market needs and approach companies with partnership proposals
  - Develop and foster relationships with partner companies' executives
  - Manage the development of partnership programs from initial creation through completion, including negotiation and contracts
- ♦ Work with Product Management to identify and develop product features necessary to support growth
- ♦ Drive resolution in product development of customer satisfaction issues

# Kelly Hamilton

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## TEAM MANAGEMENT

- ◆ Manage deliverables from across teams to deliver high quality experience for clients in community programs
- ◆ Manage cross-functional/cross-vertical team successfully delivering sales/marketing assets on budget /time
- ◆ Managed over twenty-five direct reports
  - Perform biannual evaluations, including pre- and post-observation conferences
  - Plan, develop, and deliver professional development opportunities
  - Serve as mentor and coach for building- and state-level certification programs
- ◆ Responsible for hiring and dismissal of employees

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## Employment History

BLACKBOARD, INC. – Indianapolis, IN  
**Senior Manager, Product Marketing**, July 2009 to present

CENTER FOR EDUCATION AND EVALUATION POLICY, INDIANA UNIVERSITY –  
Bloomington, IN  
**Consultant**, 2006 to 2010

ANGEL LEARNING – Indianapolis, IN  
**K12 Marketing Manager**, 2008 to 2009

ST. THEODORE GUERIN HIGH SCHOOL – Noblesville, IN  
**Assistant Principal and Director of Academic Affairs**, 2006 to 2008  
**Dean of Students**, 2005 to 2006  
**Department Chair and Teacher**, 2004 to 2006

BISHOP CHATARD HIGH SCHOOL – Indianapolis, IN  
**Teacher**, 1998 to 2004

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## Professional Affiliations, Presentations, Development, and Awards

BREBEUF PREPERATORY HIGH SCHOOL TECHNOLOGY TASK FORCE  
member, 2011-2012

SOFTWARE AND INFORMATION INDUSTRY ASSOCIATION  
**Global Strategies & Strategic Partnerships Working Group**, co-chair, 2012, and founding  
member, 2009 to present  
**Ed Tech Industry Summit**, steering committee member, 2012  
**Ed Tech Opportunities in Africa**, program moderator, Dec 2011  
**Ed Tech Business Forum**, steering committee member, 2009  
**US Department of Education and SIIA**, focus group member, “Developing a New National  
Educational Technology Plan: The Developer’s Perspective,” June, 2009  
**Ed Tech Industry Summit**, panel speaker, “Maximizing Learning for All Students: Tools and  
Environments for Differentiation,” May 2009

SUPERVISORY SKILLS TRAINING  
**Blackboard, Inc.**, February, 2010

JACOBI PERSUASIVE SPEAKING  
**Presentation Skills Training**, October, 2009

PRAGMATIC MARKETING  
**Effective Product Marketing Training**, August, 2009

ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT  
member, 2004 to present



# Kelly Hamilton

Résumé, Page 3

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TAEJON CHRISTIAN INTERNATIONAL SCHOOL  
**International Baccalaureate Symposium**, guest presenter, February 2008

HAMILTON COUNTY LEADERSHIP ACADEMY  
panel speaker, August 2006

## Education

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INDIANA WESLEYAN UNIVERSITY – Marion, IN  
**Principal Licensure Program**, 2004  
**Master's Degree of Education in Curriculum and Instruction**, 2003

SOUTHERN ILLINOIS UNIVERSITY – Carbondale, IL  
**Bachelor's Degree of Education**, 1997  
Major: French  
Minor: English

## References

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Available upon request

## **MICKEY (MARTHA J.) REVENAUGH**

302 Westminster Road, Brooklyn, NY 11218  
917/834-5768 (cell) • 718/284-4495 (home office)  
[mrevenaugh@connectionseducation.com](mailto:mrevenaugh@connectionseducation.com)

### **PROFESSIONAL MISSION**

**To provide dynamic education enterprise leadership through:**

- Impassioned commitment to core mission.
- Wide-ranging and nuanced communications skills.
- Knack for motivating staff and maximizing resources.
- Persuasive public and media presence.
- Belief in building partnerships in which everyone wins.

### **EXPERIENCE**

#### **Connections Education, Baltimore, MD**

*Co-Founder and Executive Vice President, August 2001-present.* Founding management team member for leading provider of online/blended public school curriculum, technology, and school management services. Connections provides a high-quality, highly effective K-12 learning experience for tens of thousands of students nationwide who seek an alternative to the traditional classroom. Direct responsibilities include development of the Nexus Academy network of blended charter schools; legislative and governmental relations; overall new business development; interaction with education leaders, policy-makers, the media and the public; overseeing grant-writing operations; and shaping the online/blended school offering to meet local imperatives. Also serve as Chairman of the Board for the International Association for K-12 Online Learning (iNACOL).

#### **Mindsurf Networks, Baltimore, MD/McLean, VA**

*Vice President, Product Planning and Research, October 2000-August 2001.* For a cutting-edge startup focused on mobile one-to-one computing for K-12 schools, provided education-focused strategy and oversaw both impact and market research. Played a major role in product definition and communication of value proposition to the market; helped identify key content partners and guide development of teacher-created content. Directed three major studies by independent research firms in Spring 2001. Wrote, edited, and shaped numerous marketing pieces including demo and video scripts, research summaries, and bylined articles, and represented the company to the media.

#### **HiFusion, McLean, VA**

*Vice President for Education, December 1999-October 2000.* As lead education strategist for K-12 Internet startup, defined online education features for students, teachers, and school leaders; developed partnerships with relevant content providers; created training materials for sales staff and end users; promoted the company mission through public appearances and authored articles; worked closely with technology, design, marketing, and sales teams to assure successful deployment of Internet service and tailored portals connecting school and home. Spearheaded development of HiFusionBlast universal broadcast messaging product and coordinated multi-site beta test.

**Broadband Networks Inc., State College, PA**

*K-16 Director of Marketing, Sept.-Nov. 1999.* Conceptualized, launched, and maintained first-ever end-user focused marketing campaign for interactive videoconferencing and distance learning company. Planned and implemented national advertising campaign, trade show schedule, direct marketing strategies, and public relations rollout involving extensive use of online media. Tripled school and district sales leads within three-month period.

**Schools and Libraries Division/USAC, Washington, DC**

*Vice President for Outreach and Education, Dec. 1997-Aug. 1999.* Spearheaded all communications operations for non-profit startup to implement \$2.25 billion annual "E-rate" program designed to connect every school and library in America to the Internet. Implemented hundreds of group presentations and satellite teleconferences nationwide. Created print and electronic information services for applicants, business partners, the media, and the public. Networked with state and national education organizations to amplify program impact. Facilitated work of national task force focusing on program's future.

**Scholastic Inc., New York City**

*Editor in Chief, Instructor (1993-1997), Electronic Learning (1995-1997), and Middle Years (1993-1996) magazines.* Oversaw the nation's leading professional magazines for elementary, middle school, and technology-using educators, with a combined circulation of more than 350,000. Launched and maintained magazine websites, and heightened publications' visibility through frequent media and conference appearances. Won awards for editorial excellence from EdPress and Folio in 1993-1996.

*Editorial Director/Editor, Sponsored Educational Materials, 1990-1993.* Conceptualized, developed, and implemented educational programs for kids on behalf of corporate partners such as AT&T, American Express, Fuji, and Proctor & Gamble.

*Editor in Chief, America's Agenda, 1992-1993.* Edited award winning thrice-yearly magazine on education reform delivered to an audience of 175,000 top opinion leaders in business, government, and education. Played a major role in the magazine's launch in 1990.

*Editor in Chief, Teaching and Computers, 1987-1990.* Produced groundbreaking monthly magazine for computer-using elementary teachers, with a circulation of 45,000. Received multiple EdPress awards for editorial excellence. Served as Senior Editor, 1986-1987.

**Association on American Indian Affairs, New York City**

*Public Education and Indian Education Specialist, 1984-1986.* For national non-profit Native American advocacy organization, produced member newsletter, annual report, and other publications; provided technical assistance to tribal representatives on education policy.

**New Manhattan Review, New York City**

*News Editor, 1983-1987.* Coordinated staff of reporters to provide news coverage for community newspaper of Lower Manhattan. Conceived, assigned, and edited news stories and features every biweekly issue; wrote six features per year.

**City University of New York, New York**

*Editor, The CUNY Voice, 1983-1984.* Produced professional monthly newspaper distributed to students in all City University campuses in the five boroughs of New York. Coverage included issues such as university financing, tuition, student rights, and cultural diversity. Developed a network of editors from all campus-based student newspapers.

**Action for a Better Community, Rochester, NY**

*Program Developer, 1982-1983.* For non-profit community action agency, developed grant proposals, assisted in project monitoring, and prepared a five-year plan for the total organization.

*Director, Home Energy Assistance Program/Energy Crisis Intervention Program, 1981-1982.* Oversaw financial assistance program to help families meet their energy needs. Conceptualized, scripted, and collaborated in production of award-winning television documentary, "Energy Costs and the Poor."

**Rochester Patriot, Rochester, NY**

*Managing Editor, 1979-1981.* Served as sole paid editorial staff for biweekly alternative newspaper specializing in investigative political, consumer, and environmental reporting, as well as lifestyle and feature coverage. Wrote, edited, and participated in design and production.

**Freelance and Consulting**

*Writing, 1975-present.* Articles have appeared in *Distance Learning, Threshold, Scholastic Administr@tor, Curriculum Administrator, Upgrade, Educational Leadership, Technology and Learning, THE Journal, Technology Planning & Management, eSchool News, BookTalk, PTA Today, New York Newsday, Smith Alumnae Quarterly, Upstate Magazine, Rochester Democrat & Chronicle, New Haven Advocate, New Haven Register.*

*Public Relations/Marketing, 1996-present.* Served as national spokesperson for Toshiba/National Science Teachers Association ExploraVision competition, making hundreds of radio and television appearances each year. Assisted singer/songwriter Wendy Wall and her Wildbird Records label in development of website and guerilla marketing campaign. Produced marketing materials for Grunwald Associates technology consultants. Provided marketing consultation for PBS TeacherLine.

*Content Development/Project Management, 1997-present.* Produced online and offline content for Microsoft Classroom Teacher Network (Productivity in the Classroom and New Teachers' Corner); Microsoft Encarta Lesson Collection; Gateway Computer consumer catalog; MCIWorldCom Foundation Marco Polo Project.

**EDUCATION**

**Stern School of Business, New York University:** MBA, May 2003.

**Yale University:** Bachelor of Arts in American Studies, 1979. Graduated Summa Cum Laude with Distinction in the Major. Elected to Phi Beta Kappa.

**Smith College:** 1975-1977. Major in American Studies. Dean's List, both years.

**Coursework** in creative writing and screenwriting, the New School University and The Writer's Voice, New York City.

## **HOLLY D. LAW ATWELL**

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Millersville, MD 21108  
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Email: hatwell@connectionsacademy.com

### **EDUCATION**

Masters of Education in Instructional Technology, May 2009  
University of Maryland University College, College Park, MD

B.S. Industrial Engineering, May 1982  
The Pennsylvania State University, University Park, PA

Teacher Certification Education Coursework (21 credits), May 2005  
Undergraduate Psychology Studies (12 credits)  
Anne Arundel Community College, Arnold MD

Maryland APC Teaching Certificate, Secondary Mathematics

### **EMPLOYMENT**

#### **Connections Academy, Baltimore, MD**

Jul 09 – present

#### **Senior Director, National Connections Academy School Operations**

--Responsible for \$4.6 M in new business initiatives to include nationwide online K-12 private school, state sponsored online course programs for Mississippi, Texas and Missouri, as well as district funded hybrid learning programs for home/hospital, high risk and alternative school students.

--Responsibility and accountability for both the development of new programs, as well as the management of existing programs for this product line

Mar 08 – Jul 09

#### **Director of High School Programs**

--Responsible for high school programs for twelve K-12 virtual public schools. Programs include a comprehensive counseling program encompassing academic advising, career/post-secondary planning and personal/social counseling. Additional high school programs include Advanced Placement courses, ACT online preparation, SAT online preparation and various college in high school initiatives.

#### **Anne Arundel County Public Schools (AACPS), Annapolis, MD**

Jun 07 – Feb 08

#### **Advanced Studies and Programs Resource Teacher**

--Planning and Implementation of STEM Magnet High School for Fall Semester 2008, first magnet school in AACPS

--Planning for "School without Walls" Magnet High School to be opened fall 2010.

--Business Liaison for county-wide magnet and signature programs, to include development of marketing materials and planning for database for Alumni and Friends Association

--Facilitation of an Online Book Club for top junior math students across 12 county high schools

--Co-development of interdisciplinary project based learning module, Green Architecture, for top eighth grade math students across 19 middle schools

Aug 04 – May 07

#### **Mathematics Teacher, Arundel High School**

--Teaching Honors Pre-Calculus, Honors Algebra 2, Geometry, Algebra 1 and Applied Mathematics to Students Grade 9-12  
--Mathematics Representative for High School AVID Program, MESA Advisor (Regional Champions 2006), Engineering, Mechanical and Information Technology Cluster Lead, Pre-Calc Content Team Lead

### **Connections Academy, Baltimore, MD**

Jul 03 – Dec 03

**Independent Contractor**, Acting Registrar and Student Recruitment Logistics Manager

--Responsible for enrollment process for K-8 Virtual Public School, a for-profit, start-up company (Sylvan spin off). Acting registrar during ramp up from 2 to 6 states (400 to 2000 students). Defined enrollment organization to include specifying/hiring 4 full-time employees, in addition to management of 6 temporary employees. Defined and implemented processes and procedures to meet current surge. Provided a strategic plan for projected growth for subsequent school year to include system changes, as well as organization definition and training.

--Logistics management for marketing information sessions (2 sessions per day in different cities for each session) being held in four states to include travel planning, material staging and replenishment.

### **Mindsurf Networks, McLean, VA**

Oct 00 – Aug 01

**Director of Development Sites**, Research and Planning

--Direct Responsibility for \$1M+ Business Education Partnership Project at River Hill High School in Columbia Maryland, Mindsurf Network's first development site for wireless handheld computers in the classroom. On site management of three consecutive roll outs within a six month time frame: single class of students and one teacher using palm pilots with cellular connectivity, increased to 150 students and five teachers using iPAQ with 802.11b WLAN connectivity, and finally the full ninth grade and school staff (700 users) using the iPAQ with WLAN for classroom and administrative use.

-- Product Development Interface: Working laboratory for product design to include observation, focus groups, teacher and student interviews as a means of determining best platform/peripherals and prioritizing application development. Trial runs for all product releases held on site with logistical feedback to technology (network and handheld issues) and operations (training, delivery, packaging, collateral, customer support, et al) for future production.

--Business Development and Marketing Interface: Demonstration site for sales visits, potential business partners, media visits and marketing shoots

--Second tier responsibility for instituting second Development Site, Hamilton Middle School in Baltimore, MD. The partnership at this site consisted of a team of four teachers and 100 seventh grade students using devices for classroom use in an inner city school setting.

### **Aether Systems, Inc., Owings Mills, MD**

Mar 00 – Oct 00

**Business Manager**, Financial Systems Division

--Worked with Division VP to produce business plan to include client projections and corresponding revenue levels for the division, as well as a comprehensive competitor analysis

--Initiated and managed effort to standardize Aether terms and conditions across all product lines

--Standardized pricing and corresponding sku structure for all Financial Systems Division products

--Liaison between Bethesda operations and Owings Mills office. Managed deployment of demo units to Vienna sales personnel.

--Projected device requirements for subscribers, as well as for internal and demonstration use. Worked with purchasing to address upcoming palm device shortages. Assisted Division VP on Aether/RIM partnership.

--Provided administrative support to Division VP in terms of formalizing weekly program reviews, instituting weekly operations report format, developing customer and upper management presentations, as well as providing definition of staffing structure to include job descriptions and corresponding compensation package.

### **Aether Systems, Inc., Owings Mills, MD**

Dec 99 – Mar 00

#### **Independent Contractor, Operations Infrastructure Creation**

--Managed the subcontract and installation of a \$250K Interactive Intelligence automatic call distribution system. System was installed with no client disruption in just one and a half months from the contract sign-off to meet Schwab production launch.

--Managed the creation of a corporate intranet site. Site was launched with multiple department and site information through a one and a half month \$20K subcontract.

--Provided administrative support to VP of Operations in terms of client projections, customer presentations, as well as definition of Operations staffing structure and job descriptions.

### **Northrop Grumman/Westinghouse Electric Corporation, Baltimore, MD**

Dec 98 – Sept 99

#### **Program Manager, United States Air Force F-16 Programs**

--Program Manager for ongoing production programs, submitted unsolicited proposals for USAF sustainment programs, and championed USAF support of APG-68(V)X development radar program.

Aug 97 – Dec 98

#### **Programs Administrator, APG-66/68 Department**

--Working with Director, created and maintained the department infrastructure to include the preparation of the annual long range strategic plan and all hands meetings, submittal of monthly operations reports, facilitation of monthly cost reviews and quarterly business area reviews.

--Implemented a common drive across the program to facilitate availability of written resources, provide for interactive document creation, and serve as a communication conduit.

--Provided surge support on the Israel APG-68(V)X development radar program. Prepared customer presentations and white papers, as well as proposal inputs.

Aug 94 - May 95

#### **Proposal Manager, Longbow Fire Control Radar**

--Lead responsibility for Joint Venture submission of Cost Volume for long lead production items. Negotiated \$40M contract with customer in eight days by rewriting Statement of Work to match scope of available funds. Successfully met milestone billings, resulting in a Special Performance Award.

--Lead responsibility for Joint Venture submission of Management Volume, Technical Volume, Manufacturing Plan, and Cost Volume for \$100M lot one production buy.

Apr 94 - Jul 94

#### **Proposal Management Volume Chief, General Dynamics BTP**

--Prepared Management Volume and material pricing for \$30M contract.

Jan 90 - Mar 94

#### **Manufacturing Operations Program Manager, Longbow**

--Joint Venture Lead for Design to Cost with Martin Marietta for a \$2B missile development program. Educated program engineers on cost and developed PC based model for quick calculation of costs; utilizing IPT concept reduced unit cost by 20% due to design and material changes.

--Supported Division General Manager in various cost analyses.

May 87 - Dec 89

#### **Industrial Engineer Supervisor, Command Control Division**

- Managed 10 Industrial Engineers assigned to a matrix organization.
- Reduced the division's factory performance factor by half through manpower control, closing out a Government write up.
- Installed 36,000 square foot assembly and test area, strategically utilizing existing facilities driving cost down from original request of \$1M to \$438K. Project was completed on schedule allowing for a \$6.5M milestone billing.
- Redesigned performance factor procedures to meet new customer requirements, streamline reporting process for the IE's, and provide better management visibility.
- Developed process flows, baseline statistics, material handling cost estimate, and block layouts for the Material Control Center project.

Jul 86 - Apr 87      **Senior Industrial Engineer A**, Command Control Division

- Lead IE for seven programs.
- Doubled emerging program, ASR-9, assembly/test area within three months time due to product redesign.
- Government Audit interface for facilities and material handling; both got highest grade.

Dec 85 - Jun 86      **Senior Industrial Engineer B**, Aerospace Division

- Lead IE for seven programs
- Developed facilities and manpower plan to accommodate business plan.
- Mechanized performance factor system for weekly reports.
- Chaired material handling committee for department manager.
- Substituted for manufacturing first line supervisor.
- Prepared presentation for Deputy General Manager on "Future of Industrial Engineering."

Nov 84 - Nov 85      **Industrial Engineer**, Avionics Transmitter Manufacturing

- Expansion of assembly / test area, to include vertical carousels, overhead monorails, and custom workstations.

Apr 83 - Oct 84      **Associate Industrial Engineer**, AWACS Program

- Value analyzed the IRDC packaging concept to save \$1.6M. Team won a Signature Award.
- Suggestion System Revamp: Developed new guidelines, worked with consultants to produce brochures, video tape, and training for factory and design engineers.

Jul 82 - Mar 83      **Graduate Program**, Corporate Training Program

**TRAINING**      Planning and Forecasting (UMUC 3 graduate level credits), Budgeting and Resource Allocation (UMUC 3 graduate level credits), Material Requirements Planning, 40-Hour Solder School, Basic Statistics, Safety School, Basic Word Processing, Communications Workshop, Value Engineering, Computervision, Design Review, Women in Business, Material Handling, Computerized Facility Layout, Just in Time, Workshop, Management Transitions, Total Quality, Writing Winning Proposals, Radar Concepts for Non-Technical People, Radar Concepts for Technicians and Engineers.

**COMPUTER**      Microsoft Office (expert), Experience in Wireless Enterprise Solutions both cellular and wireless LAN

**CLEARANCE**      Secret (1999)



## **PROFESSIONAL EXPERIENCE**

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**Chief Education Officer/Executive Vice President, Connections Academy**, February 2002 to Present, Baltimore, MD

Connections Academy, LLC, which was incubated by Sylvan Ventures (the new enterprise development arm of what was then Sylvan Learning Systems), is an educational services company that delivers a complete public school offering for grades K – 12. Responsible for complete educational experience of students across the entire family of Connections Academy schools, determining the scope and sequence of the curriculum and selecting instructional resources. Manage the recruiting, hiring and supervision of all school staff and educational support personnel as well as the daily operations of the schools. Key architect of proprietary school/learning management system. Led acquisition and integration of technology curriculum provider K to the 8<sup>th</sup> Power. Co-founder of company and key contributor to building company from initial idea stage to 16 schools and 300,000 annual course enrollments.

**Chief Education Officer, Education Networks of America**, December 1999 to December 2001, Nashville, TN  
Education Networks of America, Inc. is a provider of complete managed Internet access solutions to the education community. As the senior education industry specialist, responsibilities included designing the company's educational content delivery system for over one million users and developing appropriate education content and tool offerings through partnerships, affiliate agreements and acquisitions. Additionally, as a member of the CEO Strategy Team, contributed to overall strategic vision, revenue model, sales and marketing strategy and new product development. Completed "road-show" with the CEO, in which the company raised \$31.8 million in a private placement offering.

**Manager, KPMG LLP**, April 1998 to November 1999, Chicago, IL

Managed projects for state and local government clients in the areas of information technology planning and strategy, performance measurement, business process reengineering, performance audits and program evaluations. Managed projects with revenue of \$1 million and sold projects worth over \$1.6 million in FY'99. Participated in all aspects of the K-12 education practice leadership including new business development, marketing, recruiting and staffing and budgeting.

**Chief Information Officer, School District of Philadelphia**, August 1994 to June 1997, Philadelphia, PA  
Directed the Office of Information Technology which encompassed all administrative and instructional information systems including: MIS; libraries; telecommunications; distance learning; training; educational technology; and records management. Restructured and consolidated the \$36 million, 215 person information technology division, creating annual operating budget savings of \$4.5 million. This effort involved: business process reengineering; customer support design; outsourcing; telecommunications contracting; Year 2000 solutions; project management; labor negotiations; application/platform migration; and wide-area network development.

**Independent Consultant** (Part-time while completing doctoral studies.), January 1992 to March 1998  
The Community Builders; Foundations, Inc.; Southeast Delco School District; Points of Light Foundation; Enterprise Foundation

**English Teacher, Ballou Senior High School**, September 1989 to November 1991, Washington, D.C.  
Taught five English classes each semester, advised Odyssey of the Mind team, coached wrestling team, and was selected for PEN/Faulkner's Writers in Schools Program.

**Student Teacher, Madison Park High School**, January to April 1989, Roxbury, MA  
Taught English II (grade 10) and Honors English (grade 11), and two journalism classes that published the school newspaper, *Madison Times*.

**Master Teacher/Teaching Fellow, Phillips Academy**, September 1986 to September 1987, Andover, MA  
Planned and taught Existentialism, The Big Questions, Law and Morality and Ethics. Supervised forty-student dormitory, counseled students and coached tennis, lacrosse, and wrestling.

## EDUCATION

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### University of Pennsylvania, Philadelphia, PA

Ph.D. in Education, specialization in Policy and Administration. *Merit Fellow*. May 1999

Dissertation explored how K-12 school districts can ensure that their information technology investments will result in instructional and curricular innovation and increased operational efficiency.

### Harvard University, Cambridge, MA

Master of Education, specialization in Teaching and Curriculum. June 1989

### The University of Michigan, Ann Arbor, MI

Bachelor of Arts, major in Philosophy. Graduated with *Distinction*. June 1986

## PUBLICATIONS AND PRESENTATIONS [Selected]

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- Speaker, *Digital Materials in the Classroom K-12*, EBooks in Education Conference, 2005
- Presentation/Facilitation - Mid-Atlantic Regional Technology in Education Consortium State Officers Meeting, 2004
- Presentation – *Safeguarding the Wired Schoolhouse*, Consortium for School Networking national conference, 2001
- Presentations – Selected to present at the American Association of School Administrators and the National School Board Association national conferences in 2000
- Presentation – Student Achievement and Teacher Quality, National School Board Association’s Technology and Learning Conference, 1999
- Publication - Guttentag, S. (1999). *Organizing and Managing Information Technology to Support K-12 Education Reform*. Doctoral dissertation. Philadelphia, PA: University of Pennsylvania
- Publication - Guttentag, S. and Clark, S. (1999). *Data Warehousing for K-12 Education*. Converge Magazine.
- Presentation - *How to Improve the Quality of Teaching in Your District*, American Association of School Administrators National Conference, 1999
- Publication - Guttentag, S. and Eilers, S. (1997). *Roofs or Ram? Technology in Urban Schools*. Horizon Magazine
- Publication - Guttentag, S., Castelbuono, D. and Hornbeck, D. (1994). *The Children Achieving Action Design*, Philadelphia, PA
- Publication – Guttentag S., Holmes, D., Pearson, E. and Sisas, S. (1992). *Changing the Paradigm*

## ADVISORY POSITIONS [Selected]

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- Reviewer - Washington D.C. Charter School Board, 1999
- Member - Management and Productivity Steering Committee, Philadelphia, PA, 1996-97
- Commissioner - Mayoral Appointee, Commission on Telecommunications, Philadelphia, PA, 1996
- Member - School District of Philadelphia’s Capital Planning Committee, Philadelphia, PA, 1996
- Participant - School-Based Management Conference, Edmonton, Canada, 1996
- Chair - Committee on Year-Round Education, Philadelphia, PA, 1995-96
- Member - Leadership in Education Forum, Philadelphia, PA, 1993-94
- Member - SAGE School Reform Committee, Ballou High School, Washington, D.C., 1990-91

## SUCCESSFUL GRANT APPLICATIONS [Selected]

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- Pennsylvania Department of Education, \$4,500,000. *Link-to-Learn*, 1996. Collaborative with School District of Philadelphia staff.
- U.S. Department of Education, \$9,500,000. *Technology Challenge Grant*, 1995. Collaborative with School District of Philadelphia staff and external partners.
- IBM, \$2,500,000. *Reinventing Education Grant*, 1995. Collaborative with School District of Philadelphia staff.
- Annenberg Foundation, \$50,000,000. *Annenberg Challenge*, 1995. Collaborative with David Hornbeck, Superintendent; Diane Castelbuono, Policy Advisor; and Ralph Smith, Senior Advisor.
- ARCO Chemical Company, \$1,300,000. *Education Reform Grant*, 1993. Collaborative with Rhonda H. Lauer, Assistant Superintendent Southeast Delco School District

## THEODORE R. OCHS

1440 William Street  
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tedochs@msn.com

### Business Experience

- 2005 – Present      **CONNECTIONS ACADEMY**, Baltimore, Maryland  
**Executive Vice President and Chief Financial Officer.**  
Responsible for the accounting, treasury, human resources, regulatory compliance, and school partner support functions of this innovative, growing K-12 educational services company. Member of executive team responsible for guiding the responsible growth of the organization to ensure the achievement of high levels of integrity, sound business decisions, excellent customer service, and a committed and well-qualified employee base.
- 2001 – 2004      **JORDAN KITT'S MUSIC**, College Park, Maryland  
**Executive Vice President and Chief Financial Officer.**  
Responsible for the accounting, credit, administration, merchandising, service, and distribution operations of this \$45 million piano and organ retailing chain. Implemented pricing and purchasing initiatives that generated \$800,000 in additional annual gross profit. Significantly expanded the company's borrowing capability, while also entering into SWAP arrangements to hedge interest rate risk. Negotiated a five year agreement with the Kennedy Center that generated \$300,000 additional annual profit. Restructured the accounting organization to improve controls and capabilities by recruiting new talent and transferring existing employees. Implemented a new network infrastructure that linked all locations in an industry-standard environment, enabling them to communicate and transact business more effectively. Transitioned the management information system to a new reporting platform that improved the accuracy and timeliness of reports and analysis. Transferred health insurance to a new carrier and plan, resulting in no premium increases for the company and its employees for three years. Managed the relocation of two stores to higher-volume locations.
- 1998 – 2001      **VNA of MARYLAND**, Baltimore, Maryland  
**Chief Executive Officer.**  
**Chief Financial Officer.**  
Led restructuring effort that yielded a 10% expense reduction and a return to profitability for this \$40 million for-profit home health company. Profitability swung from a loss of \$2,000,000 in 1998 to a profit of \$700,000 in 1999. Increased market share through new product offerings and acquisition of competitors. Renegotiated major capitation agreement to yield an 11% increase in profitability. Implemented strategic planning process that translated long-range goals into short-term objectives and action plans. Overhauled Finance Committee and Board meetings to improve their value to both owners and management. Established banking relationship and secured debt financing to avert pending insolvency. Renegotiated all vendor contracts to reduce costs and improve controls. Implemented a new organization structure to improve focus and clearly establish accountability for this 520-employee company. Upgraded talent throughout the company to meet the demands of the changing health care environment. Developed a capital plan to improve information technology infrastructure. Conducted a formal financial audit firm selection process. Merged two 401k plans and selected a new plan administrator.
- 1995 – 1998      **MANOR CARE, INC./IN HOME HEALTH, INC.**, Gaithersburg, Maryland  
**Regional Finance Director.**  
Provided financial leadership for 18 branches with annual revenue of \$80 million in four product lines. Led financial support and field implementation of new line of business projected to generate \$13 million in revenue in FY98. Led field-restructuring effort that yielded \$4 million in annual savings. Developed and piloted regional finance role, which included contract pricing support, business development analysis, financial projections, budgeting, and financial education. Developed and led the regional strategic planning process. Identified potential acquisition opportunities and performed related financial analysis. Developed a monthly financial review process for branch and corporate personnel.

1993 – 1995

**BLACK & DECKER CORPORATION**, Towson, Maryland  
**Business Planner/Internal Consultant.**

Designed and implemented the activity-based costing system installed in the corporation's new distribution center. Developed the facility's initial budget and performance measurement reporting system. Developed a business model that utilized market trends and manufacturing costs to evaluate various sourcing scenarios for circular saw blades – model recommendation was accepted and implemented. Developed scheduling solutions that enabled one plant to improve its service performance by 20%. Consulted with one division to revitalize a struggling product line through pricing strategies accompanied by dramatic product cost reductions.

1985 – 1991

**CORNING INCORPORATED**, Greencastle, Pennsylvania  
**Department Supervisor, Receiving and Warehousing.**

Youngest department supervisor in plant history. Supervised 45 union and salaried personnel. Managed \$2.5 million dollar budget and 500,000 square feet of random storage space. Implemented real-time, on-line computerized inventory management systems. Implemented team-based work environment. Recipient of Division Award for outstanding performance.

**Section Supervisor, Set Assembly.**

Performed financial analysis on division's effort to locate additional packaging operations. Implemented performance improvement efforts yielding \$300,000 in annual savings. Determined cost-effective operating scenarios for cyclical packaging operations yielding \$150,000 in annual savings. Member of management team for union contract negotiations. Recipient of two Division Awards.

**Industrial Engineer.**

Co-managed the development, justification and implementation of division's first robotics packaging lines, a \$2.0 million dollar project. Introduced team-based operations to the robotics lines that led to self-management by the line workers. Recipient of Division Award.

**Education**

1991 – 1993

**FUQUA SCHOOL of BUSINESS, DUKE UNIVERSITY**, Durham, North Carolina

Master of Business Administration, May 1993. Fuqua Scholar. GPA 3.9/4.0. Emphasis in Finance and Operations. Placement Office Advisory Board.

1981 – 1985

**LEHIGH UNIVERSITY**, Bethlehem, Pennsylvania

Bachelor of Science degree in Industrial Engineering, June 1985. High Honors. President, Alpha Pi Mu. Tau Beta Pi, National Engineering Honor Society.

**Publication**

1992

Essay on "*The Changing Face of Leadership*" published in March 23, 1992 edition of FORTUNE Magazine. Excerpt published in Business Opportunities, a textbook.

**Civic Activity**

1998 – Present

Board Member and Treasurer for the Hearing and Speech Agency of Metropolitan Baltimore, a not-for-profit agency serving learning-disabled children.

## CURRICULUM VITA

### Patricia Diann Hoge

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#### PROFESSIONAL EXPERIENCE

Connections Academy June, 2006 – present  
Vice President of Curriculum and Instruction  
Baltimore, MD

- Leads the design and development of national K-12 virtual charter school curriculum for all core subjects and electives.
- Manages the alignment of all curricular programs to national and state standards.
- Leads the development and implementation of online instructional initiatives, including a multi-tiered intervention model.
- Leads and manages centralized teacher training and professional development activities on the technology and tools needed for online learning and effective online pedagogy.
- Directs school support, student services, assessment and accreditation/education quality.
- Manages research, reporting, and student accountability initiatives.
- Manages student involvement through clubs and activities.

Catapult Learning, Educate, Inc. 2003-2006  
Executive Director of Curriculum and Instruction  
Baltimore, MD

- Designed and lead the development of a national reading curriculum for NCLB supplemental instruction, including the development of the accompanying teacher training program; and the design and development of supplemental mathematics, writing, and study skills and test-taking educational programs and their accompanying teacher training programs.
- Aligned all curricular programs to national and state standards.
- Designed and lead the development of a parent involvement home component to support the integration of the NCLB curriculum and at-home literacy development.
- Recruited, trained, and supervised employees and contractors necessary for simultaneous product development and implementation initiatives.

- Provided educational and curricular support to Catapult Learning, potential customers, and existing customers during state and district planning and contract meetings, program implementation, and program review discussions.

eSylvan, Educate, Inc.  
Executive Director of Education  
Baltimore, MD

2000-2003

- Designed and lead the development of on-line curricula for supplemental reading and mathematics instruction.
- Designed and lead the development of a national on-line teacher training program to support the implementation of live, synchronous online reading and mathematics instruction.
- Recruited, trained, and supervised employees and contractors necessary for simultaneous product development and implementation initiatives.
- Provided educational and curricular support to eSylvan, potential customers, and existing customers regarding the academic program, the on-line learning environment, and students' academic progress.
- Successfully led eSylvan through the CITA and Middle States accreditation process.

Baltimore County Public Schools  
Supervisor of Elementary Reading and Language Arts, Department of Curriculum and Instruction  
Towson, MD

1997-2000

- Designed and managed the implementation of a \$2.1M Targeted Poverty Grant. This multiyear initiative provided reading tutorial services to targeted Title I students in 37 elementary schools.
- Led the implementation of the BCPS *Word Identification Program for Beginning Readers* in BCPS' 103 elementary schools.
- Chaired the development of the BCPS *Reading Resource Guide, Spelling Program K-5*, and the *Primary and Intermediate Tutorial Handbook*. Led the design, development, and implementation of these curricular initiatives.
- Led professional development initiatives for the 125 reading specialists of the Baltimore County Public School System and supported their school based activities.
- Supervised a staff of Reading Curriculum Specialists responsible for curriculum development, professional development, and school support activities.

Baltimore County Public Schools  
Specialist: Elementary Reading and Language Arts, Department of Curriculum and Instruction  
Towson, MD

1996-1997

Baltimore County Public Schools Speech-Language Pathologist (K-12) Towson, MD	1983-1996
Towson University, Department of Reading Adjunct Instructor (Reading Theory) Towson, MD	1997-2000
Loyola College, Department of Speech-Language Pathology/Audiology Clinical Supervisor/Adjunct Instructor Baltimore, MD	1990-1996
Los Angeles Metropolitan Extension College Adjunct Instructor Antigua, West Indies	1982-1983
Baltimore City Public School System Speech-Language Pathologist Baltimore, MD	1981

**EDUCATION**

Walden University, School of Education, Minneapolis, MN  
Doctorate of Philosophy, K-12 Educational Leadership

Towson State University, Towson, MD  
Master of Science Degree, Speech-Language Pathology

Towson State University, Towson, MD  
Bachelor of Science Degree, Speech Pathology and Audiology

**CERTIFICATES**

American Speech/Language/Hearing Association (ASHA)  
CCC-SLP (Certificate of Clinical Competency-Speech Language Pathology)

Certificate of Administration and Supervision  
Awarded by the Maryland State Department of Education  
Graduate coursework completed at Loyola College, Baltimore, MD, and  
Goucher College, Towson, MD.

**TRAININGS**

Academy of Orton-Gillingham Practitioners and Educators  
Associate Level course work (45 hours)

Wilson Reading System

## 15-Hour WRS Level 1 Intervention Workshop

### **ADDITIONAL PROFESSIONAL ACTIVITIES**

#### Publications - coauthor

*Writing from Experience*, Communication Skill Builders Corp.

*Posters and Activities for Developing Language*, DLM Teaching Resources/McGraw Hill

*Sequential Articulation Kit with Programmed Activity Cards /s/*

*Sequential Articulation Kit with Programmed Activity Cards /r/*

DLM Teaching Resources/McGraw Hill Publishers

#### Special Projects

*Reading Research Validation Report*, Catapult Learning

*Mathematics Research Validation Report*, Catapult Learning

CITA and Middle States accreditation, eSylvan, Inc.

Grant and Program Manager, Targeted Poverty Grant Reading Tutorial Initiative,  
Baltimore County Public Schools

*Description and Analysis of Informal Reading Indicators for Classroom Use*,

U.S. Department of Education

Continuing Education Chairperson, Maryland Speech/Language/Hearing Association,  
Baltimore, MD

#### Board and/or Council Member

School Council/Board Member, John Carroll School

Bel Air, MD (2008 - present)

School Council/Board Member, Our Lady of Grace Parochial School

Parkton, MD (2000 - present)

Advisory Council Member, Jemicy School

Towson, MD (2006 - present)

#### Selected Presentations

*Online Learning: Success Stories*

The Association of Education Practitioners and Providers, EDVentures Conference,  
Philadelphia, PA – July, 2002

*A Meeting of the Minds on Educational Research and Practices: Steps Toward  
Consensus on the Initial and Continuing Preparation of Early Literacy Teachers*,  
American Educational Research Association Annual Conference, New Orleans, LO –  
April 2000

*Reading on Grade Level by Grade Two*, Maryland Association for Boards of Education  
Annual Conference, Ocean City, MD – October, 1999

*Phonological Awareness: A Predictor of Reading Success*, Maryland Speech/



Language/Hearing Association Annual Conference, Towson, MD – April 1999

*A Look at Systematic Changes in Reading*, International Reading Association Annual Conference, Orlando, FL – May, 1998

Awards/Honors

*President's Award (2005)*  
Catapult Learning

*Outstanding Contributor to Baltimore County Public Schools (1996)*  
Baltimore County Public Schools

*Jo Bowling Award for Outstanding Speech Pathologist in Public Schools (1996)*  
Maryland Speech/Language/Hearing Association

*Thanks to Teachers Award (1990)*  
WJZ-TV and the League of Women Voters

*Award for Excellence in Education (1989)*  
Baltimore County Chamber of Commerce

Professional Associations

iNACOL Program Committee and Research Committee

American Educational Research Association (AERA)

American Speech/Language/Hearing Association (ASHA)

Association of Supervision and Curriculum Development (ASCD)

International Reading Association (IRA)

International Dyslexia Association (IDA)

Maryland Association of Supervision and Curriculum Development (MASCD)

Maryland Branch of the International Dyslexia Association (MBIDA)

Maryland Speech/Language/Hearing Association (MSHA)

North American Council for Online Learning (NACOL)

Phi Delta Kappa (PDK)

# **NEXUS ACADEMY**

## **ATTACHMENT 2**

Head of School/Principal  
Candidate Resume

## **Job Description**

### **School Leader – Nexus Academy of Indianapolis**

### **Indianapolis, IN**

#### **School Summary:**

Blended learning is the cutting-edge combination of face-to-face and online learning that provides students with a “greater than the sum of its parts” educational experience. Nexus Academy of Indianapolis will be the first in a planned network of high-quality blended learning charter high schools in Indiana, each of which will provide up to 250 students in grades 9-12 with a personalized path to college- and career-readiness beginning in Fall 2012.

#### **Company Summary:**

Connections Education ([www.connectionseducation.com](http://www.connectionseducation.com)) is a leading, fully-accredited provider of high-quality, highly accountable digital education solutions for students in grades K–12. Since 2001, the company’s Connections Academy division has delivered individualized learning to students through virtual public schools and a private online academy. In the 2011-2012 school year, 23 Connections Academy virtual public schools will operate in 22 states and expect to serve more than 40,000 students from across the U.S. The Connections Learning division of Connections Education meets the needs of charter schools, school districts, and other institutions looking to develop and enhance their online/blended learning programs. Connections Learning delivers a full range of targeted digital learning solutions to the K-12 education community including blended learning program, online courses, a program for homebound students, a digital learning platform, and more. Connections Education and its divisions are referred to collectively as Connections.

#### **Position Summary:**

Working at the Nexus Academy blended charter school campus in Indianapolis, the School Leader will focus on the execution of Connections’ blended learning model working closely with the Connections leadership team to ensure that students graduate prepared for success in college, career and their communities. The School Leader will be responsible for delivering the mission and vision of the school, management, the implementation of the curriculum and instructional model and administration of staff, instructional management, school culture, student performance, accountability and compliance, as well as stakeholder and board relations in collaboration with Connections. The School Leader will report to the school’s Governing Board, with day-to-day supervision provided by Connections.

#### **Responsibilities:**

The essential functions of the School Leader are as follows:

##### **I. MANAGEMENT & SUSTAINABILITY**

- Partner in the achievement of organizational goals while articulating the school’s mission, vision and goals to all stakeholders;
- Oversee all programs, services, activities and staff to ensure that program objectives are met;
- Collaborate with Connections on the selection and hiring all school staff, including teachers and school-based support staff, under the direction of the Board and in line with relevant regulations;
- Supervise and evaluate all school programs in a manner that ensures efficiency, effectiveness and compliance;
- Continually monitor progress across all measures of school and staff performance;
- Ensure the school is in compliance with all federal and local laws, regulations and reporting requirements;
- Report to and collaborate with the Governing Board and Connections, respectively; assist in developing policy recommendations and in setting priorities through work with the Board;
- Serve as primary point of contact for charter authorizer;
- Support student marketing, recruitment and enrollment to ensure full enrollment;
- Support the development of the annual school budget in collaboration with Connections ensuring that all financial transactions are completed in accordance with State policies and procedures;
- Supervise all operations involving the management of the school, including school funds, purchases, inventories, office operations and facilities; and
- Collaborate with colleagues to continuously improve personal practice, classroom instruction, assessment, and student achievement to achieve the overall goals and mission of the school.

## II. SCHOOL CULTURE

- Create and sustain a safe and enriching school environment;
- Create, guide, coach and mentor an effective team responsible for attaining school goals and committed to achieving academic excellence;
- Establish school routines and procedures in accordance with regulations and the school's charter;
- Cultivate effective and respectful communication with students and their families remaining sensitive to different families' cultures, values and needs;
- Oversee the implementation of personnel policies and actions;
- Integrate a love for technology into the school and students;
- Create a school culture that is focused on fairness, respect and high expectations for achievement and that is aligned with the school's mission and Charter;
- Encourage collaboration with Connections; and
- Educate students and their families about how to best utilize the blended learning model and other college and career prep supports offered by the school.

## III. INSTRUCTIONAL MANAGEMENT

- Manage and evaluate instructional team and practices;
- Provide instructional leadership to advance proven teaching and learning practices;
- Observe classes;
- Lead data-driven discussions about student performance;
- Supervise and mentor teachers in collaboration with instructional leadership; and
- Design professional development plans and programming for individual teachers to address deficits, build on strengths, and become more effective, more successful team members.

## IV. TALENT DEVELOPMENT

- Support the recruitment and retention of school faculty and staff working with Connections to develop and implement a Strategic Talent Acquisition Plan and overseeing all personnel issues including compensation, disciplinary actions and the hiring and firing of all faculty and staff;
- Generate professional development plans for teachers and support staff in conjunction with Connections for pre-opening, summer and ongoing training that encourages a culture of high achievement and accountability;
- Implement transparent evaluation system for teachers and staff in collaboration with Connections that enables effective feedback and high impact instructional and operational coaching;
- Build high performing teams that yield results,
- Attend training, seminars and workshops as designated by the Network, and
- Collaborate with other Connections employees in talent and leadership development.

## V. DATA and ANALYSIS

- Use data in decision making;
- Serve as instructional leader and coach in the use of data to improve teaching and learning;
- Oversee the collection, analysis, utilization and reporting of all school data; and
- Lead the school team in reaching its goals for student achievement.

## VI. BLENDED LEARNING & TECHNOLOGY-INFUSED CLASSROOMS

- Ensure the effective use of on-line learning technologies in the classroom;
- Coach teachers and staff on the use of the blended learning model to drive student achievement; and
- Drive innovation and exploration in developing effective practices around the use of technology in the classroom.

**Requirements:**

I. EDUCATION/EXPERIENCE

- Indiana administrative certificate preferred
- At least three (5) full years in a leadership role
- School leadership experience in grades 6-12 preferred
- A demonstrated track record of promoting dramatic measurable gains in student achievement in both a teaching and administrative capacity
- Professional experience in a fast-paced, evolving “start up” setting

II. SKILLS/ATTRIBUTES

- Commitment to the highest ethical conduct and professional integrity
- Entrepreneurial spirit
- Enthusiasm for technology
- Desire to build and sustain a school in a high need, urban environment
- Urgently and relentlessly pursues high academic student achievement
- Ability to align faculty, staff, parents, students and the community around the achievement of Connections Learning’s mission, vision and goals
- Love of learning and commitment to continued professional development
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative to address challenges
- Facility with technology, data analysis and data-driven planning, decision-making and instruction
- Extreme flexibility to accommodate multiple priorities and a strong work ethic to accommodate a high level of responsibility

**Process and Timeline for Recruiting and Hiring School Leader**

Early April 2012	Placeholder job description (above) is circulating at Connections and informally outside through personal networks to surface any internal candidates.
By April 15	Board approval/refinement of job description for official posting by Connections Human Resources team through job boards, newspaper sites, and other channels to identify a pool of likely candidates. Governing Board designates member to work with Connections on screening and selection of finalists
By April 30	Initial pool of candidates reviewed by Connections and Board committee.
By May 15	Top candidates identified for Board interviews.
After May 21	Assuming approval of charter, the Board will select its top candidate, the Human Resources department will handle the offer and onboarding, and intensive training will commence through June 30. Part of the training and onboarding process will include Principal review of candidates for Executive Assistant, Guidance Counselor, Teachers and Paraprofessionals with the goal of having all staff secured by mid-July.

# **NEXUS ACADEMY**

## **ATTACHMENT 3**

School Administrators'  
Resumes

<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Mickey Revenaugh Executive Vice President, Connections Learning (also EVP of Connections Education)	Relationship Manager – responsible for maintaining overall relationship between School and Connections, including high-level relationship with Authorizer; also lead on development of blended learning model.	<a href="mailto:mrevenaugh@connectionseducation.com">mrevenaugh@connectionseducation.com</a> 917-834-5768 (cell – primary phone) 718-284-4495 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Holly Atwell Executive Director for Educational Programs	Program Manager – day-to-day support of school and school leader; facilitates work of all other departments on school’s behalf.	<a href="mailto:hatwell@connectionseducation.com">hatwell@connectionseducation.com</a>  410-991-2229 (cell) 410-987-3613 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Claudia Burns and Neil Smith, Quality Assurance/New School Launch Project Management	Initiate and coordinate multi-department launch process for new charter schools.	<a href="mailto:cburns@connectionseducation.com">cburns@connectionseducation.com</a> <a href="mailto:nsmith@connectionseducation.com">nsmith@connectionseducation.com</a> 443-529-1218 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Ted Ochs Chief Financial Officer Chief Operating Officer	Oversees all Finance and Operations functions – see details of staff below.	<a href="mailto:tochs@connectionseducation.com">tochs@connectionseducation.com</a> 443-529-1215 (office) 443-804-4394 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Janet Marhefka Director of Charter School Services (including Charter School Finance and Board Relations)	Supervises team that works directly with charter and Board Treasurer on managing budget, including monthly and other periodic reports; will designate one staff accountant to be school lead.  Also provides day-to-day supervision of Board Relations team – see below.	<a href="mailto:jmarhefka@connectionseducation.com">jmarhefka@connectionseducation.com</a> 443-529-1104 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Josh Solomon Director of Internal Audit	Develops initial charter budget (before handing off to Charter School Finance); also oversees compliance with charter/authorizer reporting requirement.	<a href="mailto:jsolomon@connectionseducation.com">jsolomon@connectionseducation.com</a> 443-529-1083 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Heather Woodward Senior Manager of Board Relations	Provides direct support to School Board in meeting postings, board packages, training, open meetings compliance, etc.	<a href="mailto:hwoodward@connectionseducation.com">hwoodward@connectionseducation.com</a> 443-529-1098 (office) 443-867-2287 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202

<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Annie Middlestadt Director of Human Resources	Oversees all HR administration functions on behalf of the School Board – including position postings, candidate screenings, background checks, benefits administration.	<a href="mailto:amiddlestadt@connectionseducation.com">amiddlestadt@connectionseducation.com</a> 443-529-1085 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Robert Pouliot Vice President for Operations (Facility & Supply Chain)	Leads team responsible for finding, securing, prepping and maintaining facility. Also oversees ordering and delivery of all physical curriculum materials and all computer hardware/software for school.	<a href="mailto:rpouliot@connectionseducation.com">rpouliot@connectionseducation.com</a> 443-529-1069 (office) 410-725-9671 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marco Morales Director of Facilities & Safety	Day-to-day responsibility for facility support.	<a href="mailto:mmorales@connectionseducation.com">mmorales@connectionseducation.com</a> 443-529-1035 (office) 302-745-4004 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Dawna Thornton Associate Director for Blended Programs, Connections Learning	Program Manager – day-to-day support of school and school leader; facilitates work of all other departments on school's behalf.	<a href="mailto:dthornton@connectionseducation.com">dthornton@connectionseducation.com</a> 954-478-0257 (cell) 443-529-1112 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Betty Howell Director of Enrollment	Leads team that provides all student enrollment services to the school, including intake, verification of student records, enrollment communications and lottery.	<a href="mailto:bhowell@connectionseducation.com">bhowell@connectionseducation.com</a> 443-529-1077 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Dr. Pat Hoge Chief Academic Officer	Oversees all curriculum development and quality for all of Connections (including effectiveness tracking and continuous improvement) as well as instructional development and educational quality.	<a href="mailto:phoge@connectionseducation.com">phoge@connectionseducation.com</a> 443-529-1128 (office) 443-678-8801 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marcie Zisow Director of Instruction	Oversees ongoing teacher and staff professional development.	<a href="mailto:mzisow@connectionseducation.com">mzisow@connectionseducation.com</a> 443-529-1190 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Elizabeth Zoltan Senior Director of School Support	Facilitates professional learning community and communication among school staffs.	<a href="mailto:ezoltan@connectionseducation.com">ezoltan@connectionseducation.com</a> 443-529-1124 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202



<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Marjorie Rofel Senior Director of Student Services	Provides planning, support, and training for school Special Education and counseling services.	<a href="mailto:mrofel@connectionseducation.com">mrofel@connectionseducation.com</a> 442-529-1120 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marc Guerrasio Chief Technology Officer	Oversees Connexus platform development, functionality and continuous improvement for all of Connections – including development of custom reports and SIS integration and management (see staff below) Also supervises MIS/school internal networking and communications (see staff below).	<a href="mailto:mguerrasio@connectionseducation.com">mguerrasio@connectionseducation.com</a> 410-843-8072 (office) 443-994-8476 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Scott Killough Executive Director of Data & SIS Integration	Facilitation of Connexus integration with district/state SIS; data reporting, school staff data assistance, and development of custom data reports.	<a href="mailto:skillough@connectionseducation.com">skillough@connectionseducation.com</a> 443-529-1149 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Lonnie Paschall Director of MIS	Network infrastructure for school to ensure optimum Internet access for students and staff as well as telephony and other communications.	<a href="mailto:lpaschall@connectionseducation.com">lpaschall@connectionseducation.com</a> 443-529-1064 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Michael Wilmeth Director of Marketing – Connections Learning	Overall support of school in development of school website and outreach/recruitment of students.	<a href="mailto:mwilmeth@connectionseducation.com">mwilmeth@connectionseducation.com</a> 443-873-1730 (office) 443-677-0609 (cell) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046

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## NEXUS ACADEMY OF INDIANAPOLIS

**Title**                      **Executive Assistant**  
**2012-13 School Year**

### **Position and Responsibilities Summary:**

Working at Indianapolis's premier blended charter high school, the Executive Assistant is responsible for the daily administrative tasks of the school such as answering phones and email, receiving visitors, assisting the principal and teachers with administrative tasks, filing and other duties as assigned

Other key responsibilities include the following:

- Managing student records in compliance with school policies and procedures, state regulations, and federal laws;
- Entering data into the online student information system;
- Generating reports;
- Answering the phones;
- Scheduling appointments;
- Speak with Parents and Students;
- Assist school Principal with a wide variety of daily responsibilities; and
- Additional duties as assigned.

### **Requirements**

- Experience with school records keeping
  - Proficiency with Microsoft Office tools and web-based applications is essential
  - Ability to multitask in a fast paced environment
  - Good interpersonal skills and attention to detail
  - Excellent communication skills, both oral and written
  - Customer focused approach
  - High degree of flexibility
  - Demonstrated ability to work well in fast-paced team environment
-



- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Coordinate a team of teachers to help identify students who are “at risk” or “in crisis”; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Fusion Connection students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards. Stay abreast of all district and state regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Communicate with the Curriculum Team to ensure that curriculum offerings meet state requirements;
- Implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and assist the principal to facilitate the administration of all high school testing, including exit exams, PSAT, SAT, ACT, and AP exams;
- Help students to research and understand their post-secondary career and educational options;
- Assist with student preparation of applications for college and jobs;
- Educate students and parents about college admissions requirements and financial aid;
- Support professional development activities for teachers and school staff members;
- Assume teaching and grading duties as necessary;
- Coordinate high school graduation ceremonies;
- Other duties as assigned.

## **Requirements**

- Indiana Counselor Certification
- 2 or more years as a counselor, ideally in non-traditional education setting
- Master’s degree or higher
- Strong technology skills (especially with Microsoft Office products)

- Excellent communication skills, both oral and written
- Customer focused approach
- Excellent attention to detail and organizational skills
- High degree of flexibility
- Team player with demonstrated leadership skills
- Demonstrated ability to work well in fast-paced environment

DRAFT

# **NEXUS ACADEMY**

## **ATTACHMENT 4**

Governance Documents

Better Blended Learning for Indiana, Inc., an Indiana Domestic Non-Profit Corporation, has initiated the process of applying for 501(c)(3) federal tax exempt status from the Internal Revenue Service. However, we have been advised by counsel that our 501(c)(3) status as a school may not be granted by the IRS until after the charter has been duly authorized by its proposed authorizer, the Indiana Charter School Board.

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

**CERTIFICATE OF INCORPORATION**

of

**BETTER BLENDED LEARNING FOR INDIANA, INC.**

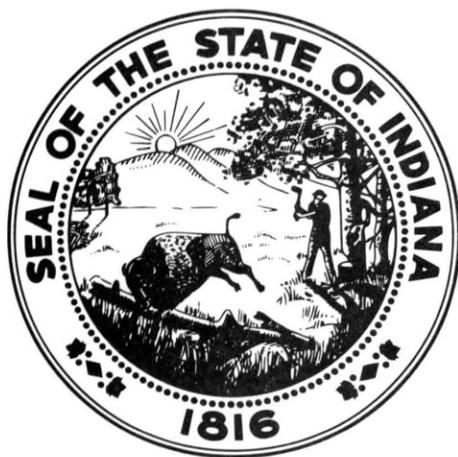
I, Jerold A. Bonnet, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, March 12, 2012.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 12, 2012



JEROLD A. BONNET,  
SECRETARY OF STATE





APPROVED AND FILED  
JEROLD A. BONNET  
INDIANA SECRETARY OF STATE  
3/12/2012 10:46 AM

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**ARTICLES OF INCORPORATION**

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Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

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**ARTICLE I - NAME AND PRINCIPAL OFFICE**

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BETTER BLENDED LEARNING FOR INDIANA, INC.

1001 FLEET STREET 5TH FLOOR, BALTIMORE, MD 21202

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**ARTICLE II - REGISTERED OFFICE AND AGENT**

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CORPORATION SERVICE COMPANY  
251 EAST OHIO STREET, SUITE 500, INDIANAPOLIS, IN 46204

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**ARTICLE III – INCORPORATORS**

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CHRIS GIBSON  
202 N ILLINOIS ST, INDIANAPOLIS, IN 46204  
Signature: CHRIS GIBSON

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**ARTICLE IV – GENERAL INFORMATION**

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Effective Date: 3/12/2012

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: No

**The purposes/nature of business**

A) APPLYING FOR, PROMOTING, SUPPORTING AND OPERATING AS AN INDIANA PUBLIC CHARTER SCHOOL DESCRIBED IN THE INDIANA CODE, TITLE 20, ARTICLE-24-1, SECTION 4, THE INDIANA PUBLIC CHARTER SCHOOLS ACT OF 2001 TO PROVIDE VIRTUAL LEARNING; TO EXERCISE ALL POWERS NECESSARY TO OPERATE AS AN INDIANA PUBLIC CHARTER SCHOOL THAT MAY BE LEGALLY EXERCISED BY A PUBLIC BENEFIT CORPORATION ESTABLISHED UNDER THE INDIANA CODE TITLE 23, ARTICLE 17-2, SECTION 23.

B) SUBJECT TO THE RESTRICTIONS AND LIMITATIONS HEREINAFTER SET FORTH, TO USE AND APPLY ITS INCOME AND PRINCIPAL ASSETS EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, LITERACY, AND EDUCATIONAL PURPOSES, EITHER DIRECTLY OR BY CONTRIBUTIONS TO ORGANIZATIONS, INCLUDING, BUT NOT LIMITED TO, THOSE THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 50L(C)(3) OF THE INTERNAL REVENUE CODE OF 1936 AND THE REGULATIONS THEREUNDER, AS THEY NOW EXIST OR

AS THEY MAY HEREAFTER BE AMENDED (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CODE").

C) THE ORGANIZATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND/OR SCIENTIFIC PURPOSES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND FOR THE PURPOSE OF ENGAGING IN ANY LAWFUL ACT OR ACTIVITY NOT FOR PECUNIARY PROFIT FOR WHICH NOT-FOR-PROFIT CORPORATIONS MAY BE ORGANIZED, SO FAR AS IS OR MAY BE PERMITTED BY THE LAWS OF THE STATE OF INDIANA AND SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE CORPORATION SHALL NOT ENGAGE IN ANY BUSINESS OF A KIND ORDINARILY CARRIED ON FOR PROFIT AND NOTHING IN THESE ARTICLES OF INCORPORATION OR IN THE BYLAWS OF THE CORPORATION SHALL AUTHORIZE THE CORPORATION TO, AND THE CORPORATION SHALL NOT, ENTER ANY TRANSACTION, CARRY ON ANY ACTIVITY, OR ENGAGE IN ANY BUSINESS FOR PECUNIARY PROFIT, AND ANY INCOME RECEIVED BY THE CORPORATION SHALL BE APPLIED ONLY TO THE NONPROFIT PURPOSES AND OBJECTIVES OF THE CORPORATION SET FORTH HEREIN.

**Distribution of assets on dissolution or final liquidation**

D) IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISTRIBUTE ALL OF THE ASSETS OF THE CORPORATION EXCLUSIVELY TO ONE OR MORE ORGANIZATIONS THEN DESCRIBED IN IRC SECTIONS 170(C)(2), 501(C)(3), 2055 (A)(2) AND 2522 (A)(2) HAVING PURPOSES SUBSTANTIALLY SIMILAR TO THOSE OF THE CORPORATION (EXCEPT THAT NO PRIVATE FOUNDATION AS DEFINED BY IRC SECTION 509(A) SHALL BE A RECIPIENT) OR TO ONE OR MORE UNITS OR AGENCIES OF FEDERAL, STATE OR LOCAL GOVERNMENT TO BE USED EXCLUSIVELY FOR EDUCATIONAL PURPOSES, AS THE BOARD OF DIRECTORS SHALL DETERMINE. ANY OF SUCH ASSETS NOT SO DISTRIBUTED SHALL BE DISTRIBUTED TO ONE OR MORE OF SUCH ORGANIZATIONS AS DETERMINED BY THE HIGHEST COURT OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED.

E) NO PART OF THE NET EARNINGS OF THE ORGANIZATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS OR OTHER PRIVATE PERSONS, EXCEPT THAT THE ORGANIZATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN THE PURPOSE CLAUSE HEREOF. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE ORGANIZATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE ORGANIZATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DOCUMENT, THE ORGANIZATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY AN ORGANIZATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, AS AMENDED, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY AN ORGANIZATION, CONTRIBUTIONS WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

F) TO HAVE AND TO EXERCISE TO THE EXTENT NECESSARY OR DESIRABLE FOR THE ACCOMPLISHMENT OF ANY OF THE AFORESAID PURPOSES, AND TO THE EXTENT

THAT THEY ARE NOT INCONSISTENT WITH THE CHARITABLE PURPOSES OF THE CORPORATION, ANY AND ALL POWERS CONFERRED UPON NONSTOCK CORPORATIONS BY THE INDIANA LAW.

## ARTICLE V

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A) THE AFFAIRS OF THE CORPORATION SHALL BE MANAGED BY A BOARD OF DIRECTORS CONSISTING AT LEAST THREE (3) MEMBERS WHICH SHALL BE CONSTITUTED AND HAVE SUCH POWERS AS PROVIDED FOR IN THE BYLAWS.

B) THE CORPORATION IS NOT AUTHORIZED TO ISSUE ANY CAPITAL STOCK.

C) THE TERM FOR WHICH THIS CORPORATION SHALL EXIST SHALL BE PERPETUAL UNLESS DISSOLVED ACCORDING TO LAW.

D) THE INITIAL BOARD OF DIRECTORS OF THE CORPORATION SHALL ADOPT BYLAWS CONSISTENT WITH THESE ARTICLES OF INCORPORATION. THEREAFTER, THE BYLAWS MAY BE ALTERED OR RESCINDED BY THE BOARD OF DIRECTORS IN THE MANNER PROVIDED BY SUCH BYLAWS.

E) THE POWERS OF THE CORPORATION SHALL BE SUBJECT TO THE FOLLOWING TERMS, PROVISIONS, AND LIMITATIONS;

- NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF ANY MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, EXCEPT THAT REASONABLE COMPENSATION MAY BE PAID FOR SERVICES ACTUALLY RENDERED TO OR FOR THE CORPORATION, AND NO MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, SHALL BE ENTITLED TO SHARE IN THE DISTRIBUTION OF RU1Y OF THE CORPORATE ASSETS ON DISSOLUTION OF THE CORPORATION. EXCEPT AS PROVIDED AND PERMITTED UNDER SECTIONS 501(H) AND 4911 OF THE CODE, NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN OR INTERVENE IN (INCLUDING THE PUBLICATION OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATES FOR PUBLIC OFFICE.
- THE CORPORATION SHALL DISTRIBUTE ITS INCOME FOR EACH TAXABLE YEAR AT SUCH TIME AND IN SUCH MANNER AS NOT TO BECOME SUBJECT TO THE TAX ON UNDISTRIBUTED INCOME IMPOSED BY SECTION 4942 OF THE CODE.
- THE CORPORATION SHALL NOT ENGAGE IN ANY ACT OF SELF-DEALING AS DEFINED IN SECTION 4941 (D) OF THE CODE.
- THE CORPORATION SHALL NOT RETAIN ANY EXCESS BUSINESS HOLDINGS AS DEFINED IN SECTION 4943(C) OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY INVESTMENTS IN SUCH MANNER AS TO SUBJECT IT TO TAX UNDER SECTION 4944 OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY TAXABLE EXPENDITURES AS DEFINED IN SECTION 4945(D) OF THE CODE.
- NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES, THE CORPORATION SHALL NOT CONDUCT OR CARRY ON ANY ACTIVITIES NOT PERMITTED TO BE CONDUCTED OR CARRIED ON BY AN ORGANIZATION EXEMPT UNDER SECTION 50L(C)(3) OF THE CODE, OR BY AN ORGANIZATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE

UNDER SECTION 170(C)(2) THEREOF.

- IN THE EVENT OF THE LIQUIDATION, DISSOLUTION, OR WINDING UP OF THE CORPORATION IN ANY MANNER OR FOR ANY REASON WHATEVER, ALL OF THE ASSETS OF THE CORPORATION AFTER THE PAYMENT OF THE OBLIGATIONS AND LIABILITIES OF THE CORPORATION SHALL BE TRANSFERRED TO ONE OR MORE NOT FOR PROFIT DOMESTIC CORPORATIONS OR ASSOCIATIONS, WHOSE BUSINESS PURPOSE IS TO PROVIDE EDUCATION OPPORTUNITIES, AS MAY BE SELECTED BY THE CORPORATION'S DIRECTORS; PROVIDED, FURTHER, HOWEVER, THAT ANY TRANSFEREE CORPORATION SHALL QUALIFY UNDER THE PROVISIONS OF SECTION 501(C)(3) OF THE CODE.

- TO THE MAXIMUM EXTENT THAT LIMITATIONS ON THE LIABILITY OF DIRECTORS AND OFFICERS ARE PERMITTED BY THE INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED, NO DIRECTOR OR OFFICER OF THE CORPORATION SHALL HAVE ANY LIABILITY TO THE CORPORATION FOR MONEY DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO EVENTS OCCURRING AT THE TIME A PERSON SERVES AS A DIRECTOR OR OFFICER OF THE CORPORATION WHETHER OR NOT SUCH PERSON IS A DIRECTOR OR OFFICER AT THE TIME OF ANY PROCEEDING IN WHICH LIABILITY IS ASSERTED. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE LIABILITY OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT, REPEAL, OR ADOPTION

- TO THE MAXIMUM EXTENT PERMITTED BY INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED THE CORPORATION SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER DIRECTORS AGAINST ANY AND ALL LIABILITIES AND EXPENSES INCURRED IN CONNECTION WITH THEIR SERVICES IN SUCH CAPACITIES; SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER OFFICERS TO THE FULL EXTENT THAT INDEMNIFICATION SHALL BE PROVIDED TO DIRECTORS; AND MAY INDEMNIFY ITS EMPLOYEES AND AGENTS AND PERSONS WHO SERVE AND HAVE SERVED, AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, DIRECTOR, EMPLOYEE, OR AGENT OF ANOTHER CORPORATION, PARTNERSHIP, JOINT VENTURE, OR OTHER ENTERPRISE. THE CORPORATION SHALL, ALSO TO THE SAME EXTENT, ADVANCE EXPENSES TO ITS DIRECTORS, OFFICERS, AND OTHER INDEMNIFIED PERSONS, IF ANY, AND MAY BY BYLAW, RESOLUTION, OR AGREEMENT MAKE FURTHER PROVISION FOR INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE INDEMNIFICATION OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT

F) THE CORPORATION RESERVES THE RIGHT TO ALTER, AMEND OR REPEAL ANY PROVISIONS CONTAINED IN THESE ARTICLES OF INCORPORATION OR ANY AMENDMENT THERETO, ACCORDING TO LAW.

**BYLAWS OF**  
**BETTER BLENDED LEARNING FOR INDIANA, INC.**

ARTICLE I  
Offices

Section 1. Principal Office. The Corporation may have such offices, either within or without the State of Indiana, as may be designated from time to time by resolution of the Board of Directors, one of which may be designated as the principal office.

Section 2. Registered Office and Registered Agent. The Corporation shall maintain a registered office and registered agent in the State of Indiana. The registered office may, but need not be, the same as any of its places of business. The identity and address of the registered agent may be changed from time to time by notifying the Indiana Secretary of State's Office pursuant to the provisions of Indiana Code 23-17-1, the Indiana Nonprofit Corporation Act of 1991. (the "INCA").

Section 3. Mission. The Corporation's mission is to provide top-quality personalized education for students and families who seek an alternative to the conventional classroom. The school advised by the Corporation will maintain a commitment to excellence in curriculum, instruction, accountability and communication for virtual schools and will work in partnership with its sponsoring authority, and according to the terms of its Charter School Contract.

Section 4. Purpose and Powers of Corporation.

1. This Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, a political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this Corporation to qualify as a not-for-profit organization, and existing under Indiana Code 23-17-1, and it shall have all power and authority as set forth in Section 23-71-1 and all other applicable sections of the Indiana Code.

4. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, return any funds received from the Indiana Department of Education to the Department not more than thirty (30) days after dissolution. All remaining assets of the Corporation shall be distributed for non-profit educational purposes consistent with the purposes of the Corporation to such organization or organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine.

## ARTICLE II Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors shall be as determined by the Board of Directors from time to time but in no event be less than three (3) nor more than nine (9) and shall serve for the term provided in Section 3 of this Article. No amendment of this section shall reduce the number of directors to less than the number required by the INCA, which at the time of adoption of these bylaws is three (3).

(b) Qualifications. All of the members of the Board of Directors of the corporation must be residents of the State of Indiana. At least half of the members of the Board of Directors must reside in counties in which students of Better Blended Learning for Indiana, Inc. reside. If the Corporation contracts with a management organization, no director or spouse or family member of a director shall be employed by the management organization or have a direct or indirect ownership, employment, contractual, equity or management interest in such management organization.

At least three (3) directors shall be chosen from and shall represent each of the following constituencies.

i. At least one (1) director shall be the parent of at least one student who is enrolled in the Corporation's educational program, except that prior to the actual start of the school's first academic year, such position may be left vacant or may be filled by one (1) parent interested in enrolling at least one of their children in the school.

ii. At least one (1) director shall be generally recognized community leader in the area served by the Corporation, as determined in the discretion of the Board of Directors.

iii. At least one (1) director shall be currently employed as a teacher, college instructor in the area of education, or an individual who has served in those capacities or

who otherwise has significant expertise in education, as determined in the discretion of the Board of Directors.

Section 3. Election and Term.

(a) Method of Election. Directors shall be elected at the annual meeting of the Board of Directors.

(b) Term of Office. Directors shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of directors. The directors of the first class shall hold office for an initial term of one (1) year, and the directors of the second class for an initial term of two (2) years, and the directors of the third class for an initial term of three (3) years. At the close of each annual meeting of this Corporation, the successors to the class of directors whose terms expire that year shall commence to hold office for a term of three (3) years, or until their successors have been elected and qualified. In the event of an increase in the number of directors, the remaining directors shall assign the newly created directorship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of directors. No director shall serve on the Board for more than nine (9) years consecutively. However, if a director would like to be considered for re-election, after a period of one year off of the Board, then such re-appointment would be permissible.

Section 4. Resignation. A director may resign at any time by filing a written resignation with the President or the Secretary of the Corporation. Such resignation shall be effective upon receipt of the written notice of resignation.

Section 5. Removal. A director may be removed from office with or without cause by the vote of two-thirds (2/3) of the other directors of this Corporation either at a regular meeting or at any special meeting called for that purpose.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the number of directors, an interim director shall be elected by the Board of Directors of the Corporation. An interim director shall serve until a successor is elected upon expiration of the term of office for that director.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held in the month of June at such time and place as the Board of Directors may determine, for the purpose of transacting such business as may come before the meeting.

Section 8. Regular Meetings. The Board of Directors may provide by resolution for regular or stated meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the

stated time and place without other notice than such resolution. The Board schedule shall establish 9 regular Board meetings.

Section 9. Special Meetings. Special meetings of the Board of Directors may be held at any time and place for any purpose or purposes, unless otherwise prescribed by the INCA, on the call of the President or Secretary, and shall be called by the Secretary on the written request of any two (2) of the directors.

Section 10. Meetings by Telephone or Other Communication Technology.

(a) Except as otherwise may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by, telephone or any other means of communication by which all participating directors and all members of the public physically present at the place where the meeting is conducted may simultaneously hear each other during the meeting.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting may not participate in final action taken and may not be considered to be present at the meeting for quorum and voting purposes. The memoranda of the meeting must state the name of each member who was physically present, who participated by communication described in Subsection (a), and who was absent.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time and place of any annual or special meeting shall be given by oral or written notice delivered personally or by written notice given by other than personal delivery at least fourteen two business days prior thereto. Notice shall be given in one of the methods described in Article III hereof. The purpose of an the business to be transacted at any special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.

(b) Waiver of Notice. Waivers of notice to the public are not permissible. However, whenever any notice whatsoever is required to be given to a director under the provisions of the INCA or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully correct or convened.



Section 12. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. All other quorum matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 13. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the INCA, or the Articles of Incorporation or Bylaws of the Corporation. All other matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 14. Action by Written Consent of Directors. Except as other wish may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, any action required by the Articles of Incorporation or Bylaws of the corporation, or any provision of the INCA, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Board of directors taken at a meeting. The Board of Directors may not take final action other than at a meeting held in compliance with the Open Door Law.

Section 15. Removed. Presumption of Assent. A director of the Corporation who is present at the meeting of the Board of Directors, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 16. Compensation. Directors of the Corporation shall not receive compensation for serving as directors, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 17. Committees. The Board of Directors, by resolution, may create committees having such powers as are then permitted by the INCA and as are specified in the resolution.

Section 18. Open Meetings. The Board of Directors shall comply with the Indiana Open Door Law, IC 5-14-1.5 et seq.. The Board of Directors may hold an executive session in accordance with IC 5-14-1.5-6.1 upon majority vote authorizing such action.

Section 19. Conflict of Interest. All officers, directors and employees of the Corporation shall comply with the Corporation's Conflict of Interest Policy as adopted by resolution of the Board of Directors.

### ARTICLE III Methods of Giving Notice

Notice of any annual or special meeting of directors, and any other notice required to be given under these Bylaws or the INCA may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

- (a) When received.
- (b) Five days after its deposit in the U.S. mail, if mailed postpaid and correctly addressed.
- (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

### ARTICLE IV Officers

Section 1. Number. The principal officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may designate one of the Vice Presidents as Executive Vice President and may elect such other officers and assistant officers and agents as may be deemed necessary. The same individual may simultaneously hold more than one office. Officers shall be members of the Board of Directors.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office from the close of the annual meeting,

or the regular or special meeting at which officers were elected if elections were not held at the annual meeting, until the next annual meeting or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, resignation or removal.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the Board of Directors. The President shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. In general, the President shall perform all duties incident to that office, and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice Presidents. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Executive Vice President, or if one shall not have been designated, the Vice President with longest service in that office) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors. Vice Presidents may by their election have charge and supervision of designated portions of the Corporation's affairs.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (c) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer

shall: (a) have the oversight responsibility for all funds and securities of the Corporation, and for moneys due and payable to the Corporation from any source whatsoever, including the deposit of such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which such person is so appointed to be assistant, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board of Directors.

Section 10. Additional Officers. Any additional officer not specified above shall have only such authority, duties and responsibilities as shall be specifically authorized and designated by the Board of Directors.

Section 11. Compensation. Officers of the Corporation shall not receive compensation for serving as officers, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

## ARTICLE V Indemnification

Section 1. Mandatory Indemnification. The Corporation shall, to the fullest extent permitted or required by IC 34-30-4-1, inclusive, of the INCA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance and all reasonable Expenses incurred thereby in any Proceeding to which any Directors or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, Board resolution, the INCA or otherwise.

Section 2. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against

Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

#### ARTICLE VI Fiscal Year

The fiscal year of the Corporation shall end on the last day of June in each year.

#### ARTICLE VII Seal

The Corporation has no corporate seal.

#### ARTICLE VIII Corporate Acts, Loans, and Deposits

Section 1. Corporate Acts. The President plus any one of the Vice-President, the Secretary or the Treasurer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors. Except as otherwise provided by the INCA or directed by the Board of Directors, the President may authorize in writing any officer or agent of the Corporation to sign, execute and acknowledge such documents and instruments in his or her place and stead. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 2. Loans. No moneys shall be borrowed on behalf of the Corporation and no evidences of such 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 instances.

Section 3. Deposits. All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Directors may select.

ARTICLE IX  
Amendments

Section 1. By the Directors. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Board of Directors at any regular or special meeting thereof.

Section 2. Implied Amendment. Any action taken or authorized by the Board of Directors, which would be inconsistent with the Bylaws then in effect, but is taken or authorized by affirmative vote of not less than the number of directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as necessary to permit the specific action so taken or authorized.

\*\*\*\*\*

Certified a true and correct copy of the Bylaws adopted on the \_\_\_\_ day of April, 2012, by the Board of Directors of the BETTER BLENDED LEARNING FOR INDIANA, INC.

\_\_\_\_\_  
Board President

# **NEXUS ACADEMY**

## **ATTACHMENT 5**

Statement of Assurances

**INDIANA CHARTER SCHOOL BOARD: CHARTER SCHOOL APPLICANT**  
**Statement of Assurances**

The charter school agrees to comply with all of the following provisions: *(Read and check)*

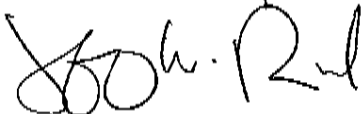
- 1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
- 2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.
- 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board (ICSB) and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
- 4. Recipients will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.
- 5. Recipients will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
- 6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.
- 7. Recipients will comply with all provisions of the *No Child Left Behind Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments.
- 8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.
- 9. Recipients will at all times maintain all necessary and appropriate insurance coverage.
- 10. Recipients will indemnify and hold harmless the ICSB, the Indiana Department of Education, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.



11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals and/or fiscal management responsibilities outlined in the charter.

**Signature from Authorized Representative of the Charter School Applicant**

I, the undersigned, am an authorized representative of the charter school applicant and do hereby certify that the information submitted in this application is accurate and true to the best of my knowledge and belief. In addition, I do hereby certify to the assurances contained above.

<b>PRINT NAME &amp; TITLE</b>	Jeffrey William Reed Board Representative	<b>DATE</b>	4-9-12
<b>SIGN NAME</b>			

# **NEXUS ACADEMY**

## **ATTACHMENT 6**

Board Member Information

**CHARTER SCHOOL BOARD MEMBER INFORMATION**

*(To be completed individually by each proposed board member for the charter holder)*

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Indiana Charter School Board requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis

2. Your full name: Jeffrey William Reed

3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.

4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Although I do not have previous board experience, I have more than five years experience in management positions at two nonprofit organizations dedicated to K-12 education policy. I have worked with various education stakeholders, including governors, legislators, school leaders, parents, and students to ensure every child has access to a high-quality education. In addition, I am an alumnus of the Charles G. Koch Associate Program, a year-long management program aimed at ensuring effective management in nonprofit institutions. I also am a co-founder of Bossrater.com, a tool used to evaluate employees' and supervisors' effectiveness.

5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

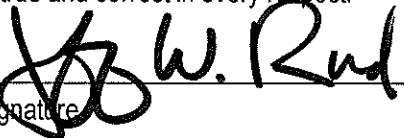
**Disclosures**

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes
  
3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
  
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
  
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
  
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
  
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
  
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes
  
6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes

**Certification**

I, Jeffrey William Reed, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for Nexus Academy of Indianapolis Charter School is true and correct in every respect.

Signature 

4-5-12  
Date

## CHARTER SCHOOL BOARD MEMBER INFORMATION (Page 2)

### Responses to “Disclosures” Section

1. Kevin Corcoran, Program Director, Lumina Foundation. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Mr. Corcoran in developing higher education policy and educating state lawmakers on higher education productivity and accountability.

Jason Barclay, Partner, Barnes & Thornburg LLP. In my role at the Friedman Foundation for Educational Choice, I met Mr. Barclay at an event in Indianapolis. After that meeting, Mr. Barclay recruited me to work on a local Congressional campaign doing education policy (K-12 and higher education).

3. Mickey Revenaugh, Executive Vice President, Connections Education. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Ms. Revenaugh in developing education policy and educating state lawmakers on online learning.

5. Mickey Revenaugh, Executive Vice President, Connections Education. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Ms. Revenaugh in developing education policy and educating state lawmakers on online learning.

## CHARTER SCHOOL BOARD MEMBER INFORMATION

*(To be completed individually by each proposed board member for the charter holder)*

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Indiana Charter School Board requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis
2. Your full name: Seana Cherise Murphy
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Currently serve on the board of Indiana Connections Academy, Chair of Staff Parish, Co-Chair an initiative for Ivy Tech Community College Accelerating Greatness Strategic Plan
5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

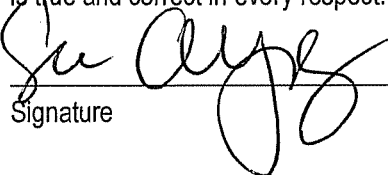
### Disclosures

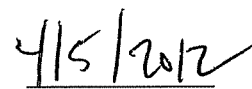
1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes
2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
  
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
  
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
  
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
  
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
  
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes
  
6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes

**Certification**

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

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date

## CHARTER SCHOOL BOARD MEMBER INFORMATION

*(To be completed individually by each proposed board member for the charter holder)*

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Indiana Charter School Board requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis
2. Your full name: Kelly R. Hamilton
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
CENTER FOR EDUCATION AND EVALUATION POLICY, INDIANA UNIVERSITY – Bloomington, IN  
Consultant, 2006 to 2010: In this role I served as a charter school site visit lead and team participant for the Indianapolis Mayor's Office. We conducted site visits to award charter renewals as well report to the mayor's office our findings.

### BREBEUF PREPERATORY HIGH SCHOOL TECHNOLOGY TASK FORCE

member, 2011-2012: More recently I have been serving on a technology task force for Brebeuf High School to aid in developing a five-year plan for implementing technology in a Bring-Your-Own-Device environment as well as working with the administration to develop marketing and data management plans.

### ST. THEODORE GUERIN HIGH SCHOOL – Noblesville, IN

Assistant Principal for Academic Affairs, 2006 to 2008; Dean of Students, 2005 to 2006; Department Chair and Teacher, 2004 to 2006: Before entering the corporate world, I served as a founding teacher and the first Direct of Academic Affairs for start-up, private high school in Noblesville, IN. We opened Guerin High School as a 1:1 technology school, and I implemented the use of a Learning Management System and other 21<sup>st</sup> century technology throughout the curriculum. A few years later, I was the founding International Baccalaureate Programm Coordinator at Guerin High School. So, I have extensive experience in starting new programs in a growing school.



5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

### Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes
2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes
3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes

6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes
- 

**Certification**

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

Kelly Hamilton  
Signature

4/9/12  
Date

# **NEXUS ACADEMY**

## **ATTACHMENT 7**

Code of Ethics and  
Conflict of Interest Policies

**DRAFT FOR BOARD REVIEW**

# **Board Governance and Administrative Policy Manual**

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DRAFT

## BACKGROUND

The School is a non-profit educational institution dedicated to serving the public. The School utilizes public funds in order to provide the best possible learning experience and help each student maximize his or her potential, while meeting the highest performance standards. The ability of the School to reach its goals depends, in large part, on effective governance by the School's Board of Directors (hereinafter referred to as "Board"). Effective governance entails providing the School with objective oversight and assistance in guarding the public investment in the School.

The Board will operate according to the "Policy Board" model of governance. As a Policy Board, the Board will observe several basic tenets: it will exercise its authority with one voice and will not require the School to respond to individual Board members; it will work on behalf of the community stakeholders of the School; it will determine objectives for the School and hold the School Administration accountable for achieving those objectives; it will ensure the delivery of a high-quality School in return for the public's investment; and it will provide the School Administration with the means to manage the School independently and effectively.

The policies contained within this Board Governance and Administrative Policy Manual will provide the fundamental principles underlying actions taken by the Board and Administration. These policies are intended to be reviewed on an annual basis and amended on an as needed basis. Violations of these Policies by Board members may result in removal from the Board

# ACCESS TO PUBLIC RECORDS

Version: 1

Date of Approval:

## Purpose

The School abides by state and federal public records and open meetings laws, to the extent applicable, and makes every effort to provide access to public records as appropriate. The policy sets out the procedures to be followed in response to a request for public records from the School.

## Policy

The business of the Board is discussed and decisions are made in accordance with the Open Meeting Law. The official minutes of the Board, its written policies, its financial records and all other public records, except for those which are confidential, privileged, subject to a right of privacy or otherwise exempt from disclosure, are open for inspection in the School's administrative office during the hours when the administrative office is open. However, if the records are not readily accessible or if portions of the records must be redacted in order to protect exempt material, the School shall determine the reasonable period of time, or as otherwise provided in the state law, needed to perform these functions and inform the requestor in writing of the date and time after which the records will be available for inspection. The release of school-wide information is coordinated by the School's Records Custodian. The School will comply with the state and federal laws, including the Family Educational Rights and Privacy Act, ("FERPA") and the School's Confidentiality Policy, in releasing records.

## Procedure

On receipt of a record request, the School may ask but shall not require the identity of an individual requesting information and the reason the information is sought to be in writing by completing a Public Records Request Form. The School shall also inform the requestor that providing such information in writing enhances the School's ability to identify and locate the records requested.

Any individual who seeks to obtain or inspect a copy of a public record may request that the record be duplicated on paper, on the same medium on which the record is kept or any other medium that the School Records Custodian deems reasonable. Records in an electronic format shall be made available in electronic format upon request, consistent with applicable law. Where necessary to assist a member of the public in making a focused and effective request that reasonably describes an identifiable record or records, the School shall, to the extent reasonable under the circumstances, assist the member of the public in identifying records and information that are responsive to the request and the purpose of the request, if stated, and describe the information technology and physical location in which the records exist.

Individual student records and other confidential records protected by state or federal law may not be released for inspection unless such inspection is allowed pursuant to applicable law. In

general, the School may not disclose personally identifiable information from student records without prior signed and dated written consent from a parent or eligible student. Student information deemed “directory information” pursuant to FERPA may be released without consent under certain circumstances. However, student directory information is only released pursuant to the School’s administrative regulations governing release of such information and applicable law. Student directory information is not released when parents/guardians/students affirmatively withdraw in writing consent to release such information. Student records that consist of personally identifiable information generally are exempt from disclosure.

All records provided in response to a public records request will be made available in a reasonable period of time and within the maximum time periods allowed by law, inclusive of any extensions. Upon receiving a request for a copy of records, the School shall determine, whether the request in whole or in part seeks copies of disclosable public records in the possession of the agency and shall promptly and within the time permitted by law notify the person making of the request of the determination and the reasons therefore. If a public records request is denied in whole or in part, the School shall provide a written explanation with the legal authority for the denial of the request and the name and title or position of each person responsible for such determination, where required by law.

The School’s Records Custodian may transmit the requested records by mail or by other means of delivery request, if the method requested is reasonably available. The School’s Record Custodian may also make the records available for pick-up at the School’s administrative office.

Where permitted by law, a fee may be charged for copies which may not exceed, except in the case of certain electronic records, the direct costs of duplication. Where required by law the school will maintain a list of the fees that it charges at each office where public records are provided and post at that office in a conspicuous place, a sign or notice that states: the fee charged to provide a copy of the public record; or, the location at which a list of each fee charged may be obtained. The direct cost of duplication does not include staff time spent researching, retrieving and mailing the record. The School may require that the fee for copies and/or delivery, if requested, be paid in advance.

The School’s public records policy shall be posted in a conspicuous location in the School’s administrative office and on the public website. The policy is distributed to the School’s Records Custodian and receipt of the policy by the custodian is acknowledged. A copy of the records retention policy will be maintained and readily available to the public in the School’s administrative office.

## **Related Documents**

- Record Retention Policy
- Confidentiality Policy
- Records Request Form



## Public Records Request Form

Complete and submit this form by fax or mail to the address shown above to request public records from \_\_\_\_\_ Connections Academy. After receiving your request, we will contact you within five (5) days to confirm receipt of your request, advise you whether the records are available for public inspection and, if so, when, and let you know as permitted by law if the School will be charging and how much the requested records will cost if you desire that copies be made. All payment must be submitted by mail using a check payable to “\_\_\_\_\_ Connections Academy.” Please write “Records Request” in the notes line of your check.

### Requestor Information

Name		Organization (optional)		
Street Address		City	State	Zip Code
( )	( )	( )	( )	
Home Phone	Work Phone	Cell Phone	Fax	E-mail Address
Preferred method to contact you (check one):		<input type="checkbox"/> Home Phone	<input type="checkbox"/> Work Phone	<input type="checkbox"/> Cell Phone
		<input type="checkbox"/> Fax	<input type="checkbox"/> E-mail	

### Records Request Information

Indicate below the address to which the requested records should be mailed, if different from the address listed above. Records may be made available for pick-up at the School’s administrative office upon request. Then, list the records you are requesting along with a description of each. If you are requesting a record of meeting minutes, please indicate the date of the meeting. Call the school to obtain a complete list of meeting dates. Copies of records shall be made promptly available upon payment of fees covering direct costs of duplication, plus postage or other delivery charge if such delivery is requested.

Address where records should be mailed:  Check here if name and address are the same as those listed above.

Name		Organization (optional)		
Street Address		City	State	Zip Code
<b>Record Type</b>	<b>Description of Record (for meeting minutes, indicate meeting dates)</b>			

For Office Use Only (Attach a copy of the check to this form when it is received.)				
Date Request Received	Date Request Reviewed	Date Payment Received	Date Records Mailed	Reviewer’s Name
No of Request Type	No of Photocopies	Total Cost of Request	Notes:	

# BACKGROUND CLEARANCE FOR BOARD MEMBERS

Version: 1

Date of Approval:

## Purpose

The Board is committed to providing a safe environment for its students and the School community, and to protecting the School's funds, property, and other assets. This policy promotes these goals by permitting the Board to make informed choices when recruiting new Board members and protecting the School from potential liability that might result from recruiting Board members without any background screening.

## Policy

In addition to any required fingerprinting or other requirements under state law for Board members, the School will conduct background checks prior to a new Board member being appointed and every three (3) years thereafter.

## Procedure

The Board will use Connections Academy's<sup>1</sup> contracted background check vendor or another Board approved vendor to conduct the following checks:

- State criminal checks for addresses over the last seven (7) years
- Educational credentials check
- Sex offender check or U.S. criminal indicator search
- State Child Abuse Clearance Check

Board members and Board member candidates (prior to official Board approval) shall complete the Background Check Clearance Form to authorize performance of the background check and cooperate as may be necessary to obtain any clearances. The background check will be performed at the expense of the School. Failure or refusal by Board candidates to complete the Background Check Clearance Form shall constitute grounds for denial of approval. All background checks are required to report that there are no findings that would prevent the individual screened from performing the duties of a Board member and that the candidate or Board member meets the required qualifications set forth for members of the Board. Where there is a finding that would indicate a candidate or Board member may not meet these standards, the information will be provided by the individual authorized to conduct the background check (Human Resources employee if being conducted by Connections Academy's contracted vendor) directly to Board Counsel to determine whether the candidate can be approved as a Board Director despite the finding or that the Board member's office may be declared vacant. If Board Counsel determines that the candidate cannot be approved as a Board Director or a Board member's office may be declared vacant, the Board shall do the following:

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<sup>1</sup> As referred to throughout, references to Connections Academy shall mean Connections Academy, LLC, the educational management company contracted with, and/or its affiliates.

- Provide oral, written, or electronic notice of the determination to the candidate or member;
- Provide the name, address, and telephone number of the vendor who performed the background check to the candidate or member;
- Inform the candidate or member that the vendor who performed the background check did not make the determination and is unable to provide the candidate or member with specific reasons why the determination was made;
- Provide oral, written, or electronic notice of the candidate or member's right to obtain a free copy of the background check report from the vendor if requested in writing within sixty (60) days of being notified of the determination;
- Inform the candidate or member of his or her right to dispute the accuracy or completeness in the background check report with the vendor who performed the background check.

The background checks will be valid for three (3) years and will be reviewed at the annual meeting. In the interim between checks, each Board member has an affirmative obligation to inform the Board chair of any incident that would compromise a clean background check and/or would indicate that the Board member does not meet the qualifications set forth for members of the Board. In the event a candidate or member is successful in disputing the accuracy or completeness of the background check, the candidate or member may request that the Board order another background check to reevaluate the candidate or member's fitness to serve as a member of the Board. The Board may, at its discretion, choose to comply with this request.

## **Related Documents**

Background Check Clearance Form



**NOTICE AND ACKNOWLEDGMENT**  
**IMPORTANT— PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT**

NOTICE REGARDING BACKGROUND INVESTIGATION	ACKNOWLEDGMENT AND AUTHORIZATION
<p><b>Connections Academy</b> ("the Company" or "Employer") may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with employers and/or associates. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Employment Background Investigations, Inc. (EBI), P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report and a Summary of Your Rights Under the Fair Credit Reporting Act. The scope of this notice and authorization is all-encompassing, however, allowing Employer to obtain from EBI all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.</p> <p><b>New York applicants or employees only:</b> You have the right to inspect and receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency identified above directly.</p>	<p>I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information (including, but not limited to, driving and/or motor vehicle records, transcripts, grades and attendance records, employment history, salary information and references, drug and alcohol testing results) requested by EBI acting on behalf of Employer, and/or Employer itself. I agree that a facsimile ("Fax") or photographic copy of this Authorization shall be as valid as the original.</p> <p><b>Minnesota and Oklahoma applicants or employees only:</b> Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. <input type="checkbox"/></p> <p><b>California applicants or employees only:</b> By signing below you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no charge whenever you have a right to receive such a copy under California law. <input type="checkbox"/></p>

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW	
<p>Employer (the "Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for employment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Employment Background Investigations, Inc., P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. The source of any credit report will be TransUnion P.O. Box 1000, Chester, PA 19022, 1-800-888-4213.</p> <p>The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.</p> <p>Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:</p>	<ul style="list-style-type: none"> <li>• In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.</li> <li>• A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.</li> <li>• By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.</li> </ul> <p>"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.</p> <p>You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.</p>

TO BE COMPLETED BY APPLICANT																																																																													
The Following information is True And Correct To The Best Of My Knowledge And Will Be Used For Background Screening Purposes Only. Please Use an Ink Pen and Print Clearly. Use "UPPER CASE" Letters One Letter Per Block.																																																																													
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Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130 -A 600 Pennsylvania Ave. N.W., Washington, D. C. 20580.**

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

# BOARD ATTENDANCE

Version: 1

Date of Approval:

## Purpose

Active involvement and participation of Board members is essential for effective governance of the School. The Board cannot make any decisions or vote on any policy if a quorum is not present at each meeting. This policy promotes active involvement and participation by requiring regular attendance at Board meetings and providing procedures to deal with lapses in attendance.

## Policy

Board members are expected to demonstrate their commitment to the School by regularly attending Board meetings, except when prevented by unforeseeable events.

## Procedure

The Board shall adopt a regular meeting schedule at the annual meeting, or soon thereafter, to confirm the availability of Board members and provide notice to all Board members of the meetings for the year. This schedule may be amended during the year to change dates, times, days and/or hold additional special meetings.

A Board member who is unable to attend a Board Meeting must inform either the Board Chair or the Board designee for logistics of the intended absence.

Participation via teleconference is equivalent to attendance at a regular meeting as allowable by state law.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

## Attendance requirements

A Board member who is absent for three (3) consecutive Board meetings, without notifying the Chair or the Board designee for logistics as required, has violated this policy. A Board member who is absent for four (4) consecutive Board meetings, notwithstanding notification to the Chair or the Board designee for logistics has violated this policy.

Prospective members of the Board shall be provided with a copy of this Policy and asked to commit to observing its terms.

## Process

- The Board Chair shall monitor the attendance of each member and issue warnings as appropriate.



- The Board Chair shall consult with a member who has violated this policy to attempt to resolve the issue without removal of the member.
- If the Board Chair is unable to resolve the issue, and the Board member wishes to remain on the Board, the issue will be placed on the agenda for the next Board meeting. The Board member of concern may address the entire Board, and the Board will then decide what actions to take regarding that Board member's future membership on the Board.
- If the Board decides that removal of the member is appropriate, the remaining Board members will immediately begin the process to recruit a new Board member. A member who has been removed under this policy may be considered at a later date for appointment to the Board.

## **Related Documents**

Bylaws

DRAFT

# BOARD DELEGATION POLICY

Version: 1

Date of Approval:

## Purpose

The Board is committed to efficiency of processes and often has Board members designated on behalf of the Board to review and work with the School and Connections Academy, LLC<sup>2</sup>, its educational services provider, prior to Board consideration and approval of regularly and annually approved items. Therefore, it is desirable for the Board to adopt a Board Delegation policy through which default Board designees are established (“Board Designee”).

## Policy

In addition to any responsibilities set out in the Bylaws, subject to the Open Meetings Laws, the Board shall delegate additional specific tasks to individuals correlated to the position they are serving in, specifically as an Officer or Parent Representative. This does not prevent other Board members from volunteering to assist on these tasks, however this policy provides for a Board Designee, where one has not been allocated. Any specific motions approved by the Board for a Board Designee shall replace these automatic designations.

## Procedure

At the appointment of an Officer position at the annual meeting, the Officer candidate will be advised of the tasks to be performed as Board Designee, as part of this policy. The Parent Representatives being appointed to the Board will also be informed of the tasks for which a Parent Representative would be a Board Designee. At the relevant time, the Board Designee will begin work on the matter and involve any other Board members who also desire to assist with the specific matter, subject to the Open Meeting Law.

## President

- Charter related matters, including but not limited to, Charter renewal and amendments and related Charter matters on behalf of the Board.
- Renewals, amendments and other tasks related to the Professional Services Agreement on behalf of the Board.
- Renewals, amendments and other matters related to a Sponsor Agreement.
- Board policy development.
- Member of the Recruitment Committee to recruit for additional or replacement Board members as the need may arise.
- Execute contracts of over five thousand (\$5,000) dollars.
- Signer on Bank Account.

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<sup>2</sup> Connections Academy LLC is the current educational services and products provider. This function would be carried out by the new provider upon a change in the provider.

- Liaison with Principal/Chief Executive Officer and Board Counsel.
- Provide approvals on behalf of the Board for summer staffing decisions.
- Complete, finalize and execute D&O Insurance Applications on behalf of the Board.
- Lease related matters, including but not limited to, Lease negotiation, renewals, amendments, or any changes therewith on behalf of the Board.
- Health Insurance renewals, including but not limited to, review of proposals, negotiations, amendments or any changes therewith on behalf of the Board.
- Upon approval of the engagement by the Board, sign the Board Counsel engagement letter on behalf of the Board.

### **Treasurer**

- Budget related matters, including but not limited to, the development of the annual draft budget, review of vendor invoices and review of detail documents supporting the school's financial condition.
- Application for, renewal of and amendments to all grant matters on behalf of the Board.
- Upon acceptance of the Board, sign the Form 990 on behalf of the Board.
- Upon approval of the engagement by the Board, sign the audit engagement letter on behalf of the Board.
- Signer on Bank Account.

### **Secretary**

- Employee related documents including but not limited to the School Employee Handbook.

### **Parent Representative**

- Student enrollment related documents, including but not limited to, the General School Handbook, the State Specific Handbook and the annual enrollment documents.

### **Related Documents**

Bylaws

# CODE OF ETHICS

Version: 1

Date of Approval:

## Purpose

The Board is committed to its role of promoting the mission of the School, overseeing the management of the School, and acting as guardian of the public trust by overseeing School finances. In order to achieve these goals, members of the Board must maintain the highest level of ethical conduct.

This policy establishes the standards of conduct the Board must meet in carrying out its responsibilities to the School and the public.

## Policy

The Board is morally and legally obligated to manage the School in the best interests of the public and the School Community. The Board members must demonstrate professional ethical behavior at all times in their responsibilities to the School, in their professional relationships with each other, and in their professional service to the community, and will be required to adhere to this code of ethics.

Board members shall comply with all laws, including those pertaining to ethics, and shall faithfully promote the School's interests, maintain confidentiality of information, carry out their duties honestly, and adhere to all the other policies in the Board Governance and Administrative Policy Manual.

## Procedure

At all times Board members shall observe the following specific procedures:

- Be diligent, attend Board meetings, and devote sufficient time for adequate Board meeting preparation.
- Maintain the confidentiality of private and or legally privileged information acquired as a result of Board membership.
- Attend Board governance training and conferences when possible to improve the member's ability to serve the Board.
- Meet regularly to monitor the performance of management and the School as a whole.
- Maintain the separation of duties and responsibilities between the Board and School leadership to promote accountable and balanced decision-making.

- Help ensure that the independent views of Board members receive due consideration and weight.
- Work to provide stakeholders with accurate and balanced information regarding the School's performance, including financial and academic measures.
- Conduct regular self-assessments to ensure each member is contributing optimally to the Board, and if the member's contribution is lacking, pursue either training or assistance to improve the member's performance or seek the member's resignation.
- Help protect the School's assets by considering risk management strategies.
- Ensure that financial and other personal interests do not conflict with the member's duty to the Board and the School.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances will include removal of a member from the Board.

### **Related Documents**

Delegation Policy  
Conflict of Interest Policy  
Confidentiality Policy  
Attendance Policy  
Gift Solicitation and Acceptance Policy  
Bylaws

# CONFIDENTIALITY

Version: 1

Date of Approval:

## Purpose

The Board is committed to openness, transparency, and accountability. Its policies shall reflect its desire to balance the release of information while ensuring the protection of individual privacy, the effective management of the School, and compliance with relevant legislation. This policy is intended to regulate the release of confidential information by Board members.

## Policy

Board members shall not be permitted to release any confidential material obtained in the course of their service as a Board member, unless such release is in accordance with the requirements of applicable legislation, and is consistent with the Board's policies on access to public records.

## Procedures

The Board shall endeavor to explicitly mark on the document whether any or all of its minutes, disclosures, or papers, or those of its sub-committees (not otherwise required by legislation, regulation, or its rules to be made public) are confidential. However, the failure to mark a document as confidential shall not waive the status of such document as confidential, privileged or otherwise exempt from disclosure. The Board may seek assistance from Board Counsel, as needed, to review requests for disclosure.

Board members shall be deemed school officials under the Family Educational Rights and Privacy Act (FERPA), however shall only have access to student records where there is a legitimate educational interest. Board members shall be subject to FERPA provisions and shall ensure they comply with FERPA provisions for any disclosures of student records to any third parties.

On those occasions and for those documents and discussions that the Board elects not to make public, Board members shall respect the confidentiality of those documents, and of any discussions of the Board on those matters.

Notwithstanding the above, Board members are not authorized to speak on behalf of the School unless the same has been authorized by a vote of the Board or specifically requested and or reviewed by the School leadership. A Board member in receipt of a request for a public document must refer such request to the School Records Custodian for response in accordance with proper procedures.

In particular, Board members shall not

- disclose to any member of the public any confidential information acquired by virtue of their position as a Board member, such as minutes of closed sessions at which public access is not required by law;

- disclose any privileged attorney-client communications;
- use any confidential information acquired by virtue of their position on the Board for their personal financial or other benefit or for that of any other person;
- disclose to any member of the public any confidential information related to the interests of individuals, groups or organizations acquired by virtue of their position on the Board;
- make statements to the media in the name of the organization except after coordinating all such efforts with the School leadership;
- permit any unauthorized person to inspect or have access to any confidential documents or other information.

Failure to maintain confidentiality may constitute a breach of the Board member's fiduciary duties to the School.

The obligation to protect such confidential matters from disclosure continues even after the individual Board member is no longer serving on the Board.

Unless otherwise restricted or required by law, or contract, the Board shall decide from time to time whether any guests shall be permitted to attend any or all of its closed meetings. Where appropriate, guests who the Board believes are necessary for the Board's consideration of the item or items to be considered may be admitted, subject to their undertaking to maintain confidentiality.

Where appropriate and permissible by law, personally identifiable information about individuals may be redacted from material before consideration by the Board.

It is the responsibility of the Board Chair, with guidance from Board counsel, to ensure that Board materials are appropriately classified as confidential or open to release.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

## **Related Documents**

Access to Public Records Policy

# CONFLICT OF INTEREST

Version: 1

Date of Approval:

## Purpose

The Board is committed to high standards of ethical conduct. The purpose of the policy is to protect the School when it is contemplating entering into a transaction or arrangement that might impermissibly benefit the private Financial Interest of an Officer or Director of the Board, and to provide the Board with a procedure which, if observed, will allow a transaction or arrangement to be treated as valid and binding even though Board Director has, or may have, a Conflict of Interest with respect to the transaction.

## Policy

The Board places great importance on making clear any existing or potential Conflicts of Interest. All such Conflicts of Interest shall be declared by the member concerned and noted in the minutes.

## Definitions

“Board” means the members of the Board of Directors of the School or any Board committee with Board-delegated powers that is considering the proposed transaction or arrangement.

“Compensation” means direct and indirect remuneration as well as gifts or favors that are substantial in nature.

“Conflict of Interest” means an interest that is likely to impermissibly benefit the private interest of a Board Director. Examples of a conflict of interest include (but are not limited to):

- When a Board member or his/her Immediate Family or business interests stands to gain financially from any business dealings, programs, or services of the organization.
- When a Board member offers to perform a professional service for the organization
- When a Board member stands to gain personally or professionally from any insider knowledge if that knowledge is used to personal advantage.
- When a Board member has a role on the governing body of another organization, and the activities of the other body might directly conflict or compete with the activities of the School.

“Financial Interest” is an interest held by a person, either directly or indirectly, through business, investment, or family, that falls into one or more of the following categories:

- an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or



- a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

A Financial Interest is not necessarily a Conflict of Interest. In general, a person with a Financial Interest has a Conflict of Interest only if the Board decides that a Conflict of Interest exists. However, under no circumstances may the School purchase anything from a Board Director or lease a facility from a Board Director.

“Immediate Family” means spouse, children, parents, grandparents and grandchildren of Board member.

“Interested Person” means any Director, Officer, or member of the Board who has a direct or indirect Financial Interest.

## **Procedure**

### **Duty to Disclose**

In connection with any transaction or arrangement that might give rise to a Conflict of Interest, an Interested Person must disclose the existence of his or her Financial Interest and must be given the opportunity to disclose all material facts to the Board. The Interested Person must make this disclosure at the start of the regularly scheduled Board meeting following discovery of the Financial Interest; provided, however, that no action can be taken on such disclosure unless the issue was identified in the posted agenda for the meeting where required by the Open Meetings Law.

### **Determining Whether a Conflict of Interest Exists**

After disclosure of the Financial Interest and all material facts, and after any discussion with the Board, the interested Board member shall not participate in the discussions or vote on the matter. The remaining Board members shall determine whether a Conflict of Interest exists.

### **Procedures for Addressing the Conflict of Interest**

1. If the Board determines that a Financial Interest of a Board member constitutes a Conflict of Interest, the Board Chair (or acting Board Chair if the sitting chair is the Interested Person) shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement giving rise to the conflict of interest.
2. After exercising due diligence, the Board shall determine whether it can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
3. If a more advantageous transaction or arrangement is not reasonably attainable, and the State’s Ethics Laws do not prohibit or invalidate the proposed transaction, the Board or committee shall determine by a majority vote whether the proposed transaction or arrangement is

in the School's best interest, for its own benefit, and whether the transaction is fair and reasonable to the School. Based on this determination, the Board shall decide whether to enter into the proposed transaction or arrangement.

4. The Board shall make its determination using the Rebuttable Presumption Checklist (Property) as a guide.

### **Violations of the Conflict of Interest Policy**

1. If the Board or committee has reasonable cause to believe that a member has failed to disclose an actual or possible Conflict of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the response of the member and making such further investigation as the Board deems warranted under the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible Conflict of Interest, the Board shall take appropriate corrective action.

### **Records of Proceedings**

The minutes of the Board shall document the Conflict of Interest and contain:

- the names of the persons who disclosed or otherwise were found to have a Financial Interest giving rise to an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.
- the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken on the subject.

### **Compensation**

1. A voting member of the Board who receives direct or indirect compensation from the School for services that are necessary for carrying out the School's purposes (other than serving as a Board Director), where this is permitted by law or not otherwise prohibited, is precluded from participating in discussions or votes pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives direct or indirect compensation from the School for services is precluded from participating in discussions or votes pertaining to that member's compensation.

3. When setting compensation for any individual, the Board committee with jurisdiction over compensation matters shall set such compensation using the Rebuttable Presumption Checklist (Compensation).

4. No Board member is precluded from providing information to the Board of Directors or any committee of the Board regarding member compensation.

### **Annual Statements**

Each Director and member of the Board shall annually sign the Conflict of Interest Disclosure Statement, which affirms that the Board member:

- has received a copy of the Conflict of Interest Policy,
- has read and understands the Policy,
- has agreed to comply with the Policy, and
- understands that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

### **Periodic Review**

The Board shall conduct periodic reviews to ensure that the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its status as an organization exempt from federal income tax.

The periodic reviews shall, at a minimum, address the following subjects:

- Whether compensation arrangements and benefits are reasonable and the result of arm's-length bargaining and do not result in inurement or impermissible private benefit.
- Whether partnership and joint venture arrangements and third party transactions conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's charitable purposes, and do not result in inurement or impermissible private benefit.
- Whether agreements with employees and third-party payers further the School's charitable purposes and do not result in inurement or impermissible private benefit.

In conducting the periodic reviews provided for above, the School may use outside advisors. The use of outside advisors does not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

### **Related Documents**

Rebuttable Presumption Checklist (Property)  
Rebuttable Presumption Checklist (Compensation)  
Conflict of Interest Disclosure Statement  
Bylaws

**Rebuttable Presumption Checklist (Compensation)**

1. *Interested Person:*

Name: \_\_\_\_\_

Title / Position Description: \_\_\_\_\_

2. Terms of compensation arrangement:

Salary: \_\_\_\_\_

Bonus: \_\_\_\_\_

Deferred compensation: \_\_\_\_\_

Fringe benefits (excluding IRC 132 fringes and expense reimbursements under an accountable plan):

\_\_\_\_\_

\_\_\_\_\_

Liability insurance premiums: \_\_\_\_\_

Foregone interest on loans: \_\_\_\_\_

Other: \_\_\_\_\_

3. Name of *authorized body*: \_\_\_\_\_

4. Date *authorized body* approved compensation arrangement: \_\_\_\_\_

5. Members of *authorized body* on date of approval:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

6. Titles / Positions:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_  
E. \_\_\_\_\_

7. Background (education, experience, etc.):

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

8. Conflict of interest as to compensation arrangement:

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

9. Comparable Data:

A. Compensation paid by similar organizations for functionally comparable positions: \_\_\_\_\_

B. Availability of similar services in geographic area: \_\_\_\_\_  
\_\_\_\_\_

C. Current compensation surveys compiled by independent firms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Actual written offers from similar institutions: \_\_\_\_\_  
\_\_\_\_\_

E. Compensation data paid by three comparable organizations in similar communities for similar services:  
i. \_\_\_\_\_  
ii. \_\_\_\_\_  
iii. \_\_\_\_\_

10. Documentation:

Description of records: \_\_\_\_\_

Date records were prepared: \_\_\_\_\_

Date records were approved by *authorized body*: \_\_\_\_\_

Per records:

- A. Terms of transaction approved: \_\_\_\_\_  
\_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- E. Description of comparability data obtained and relied on by *authorized body*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Description of how comparability data was obtained: \_\_\_\_\_  
\_\_\_\_\_
- G. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
\_\_\_\_\_
- H. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. For a non-fixed payment subject to a cap:

- A. Date authorized body obtained comparability data that a fixed payment would be reasonable compensation: \_\_\_\_\_
- B. Amount of such fixed payment: \_\_\_\_\_
- C. Maximum amount payable under contract (both fixed and non-fixed payments): \_\_\_\_\_  
\_\_\_\_\_

**Rebuttable Presumption Checklist (Property)**

- 1. Interested Person:  
Name: \_\_\_\_\_  
Title / Position Description: \_\_\_\_\_
- 2. Property to be transferred or used:  
Description: \_\_\_\_\_  
Location: \_\_\_\_\_
- 3. Name of *authorized body*: \_\_\_\_\_
- 4. Date *authorized body* approved property transfer: \_\_\_\_\_
- 5. Members of *authorized body* on date of approval:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 6. Conflict of interest as to property transfer:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 7. Comparable Data – Appraisals:
  - A. Appraiser(s) name and address \_\_\_\_\_  
\_\_\_\_\_
  - B. Appraiser(s) qualifications: \_\_\_\_\_  
\_\_\_\_\_
  - C. Date(s) of appraisal(s): \_\_\_\_\_  
\_\_\_\_\_
  - D. Fair market value per appraisal(s): \_\_\_\_\_  
\_\_\_\_\_

- E. Appraisal method(s) used (e.g., sales comparison, income analysis, replacement costs, etc.): \_\_\_\_\_  
 \_\_\_\_\_
8. Comparable Data – Offers received from open and competitive bidding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. Documentation:
- Description of records: \_\_\_\_\_
- Date records were prepared: \_\_\_\_\_
- Date records were approved by *authorized body*: \_\_\_\_\_
- Per records:
- A. Terms of transaction approved: \_\_\_\_\_  
 \_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- E. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
 \_\_\_\_\_
- F. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





If yes, please describe the proceeding(s) and if a Family Member or entity is involved, the identity of the Family Member or entity and your relationship with that person or entity:

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D. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the School in accordance with the terms and intent of the School's conflict of interest policy?

\_\_\_\_ YES

\_\_\_\_ NO

If yes, please describe the situation(s) and if a Family Member or entity is involved, the identity of the Family Member or related entity and your relationship with that person or entity:

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I HERBY CONFIRM that I received a copy of the Conflicts of Interest Policy, read and understand the policy, agree to comply with the policy, and understand that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. I confirm that my responses to the above questions are complete and accurate to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I did not comply with the policy, I will notify the President of the Board or the Treasurer immediately.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DISPUTE RESOLUTION

Version: 1

Date of Approval:

## Purpose

The Board meeting is the final forum under School procedures for resolving disputes between students, parents, staff, and others. This policy sets out the procedures for parties to follow in a dispute, which has not been satisfactorily resolved through the initial resolution procedures provided by the School, to ensure that all parties' rights are protected.

## Policy

The Board places great importance on its role as the final authority under School procedures for any disputes brought forward by students, parents, staff, and other parties and strives to resolve disputes in a manner that protects the interests of all stakeholders. Individuals desiring to address the Board shall do so in compliance with the Public Comment Policy adopted by the Board. Individuals bringing a dispute before the Board may be held personally liable for any libel, slander, defamatory or other similar actions brought against the school and Board for any statements made or documents presented regarding other individuals.

## Procedure

As set out in the School Handbook, students, parents and members of the public have standing to ask the Board to resolve issues that have not been satisfactorily resolved through the initial resolution procedures provided by the School.

Any individual may present a dispute to the Board at a regularly scheduled Board meeting, consistent with the terms of the Public Comment Policy and in accordance with the Open Meetings Law requirements for placing items on an agenda for deliberation, consideration, or taking any action. Parties to a dispute shall have the ability to have the hearing in a closed session where permitted by the state Open Meeting Laws and otherwise set out in the charter and state laws. Where held in open session, Parties will be reminded that the meeting is open to the public and any information disclosed will be a public record.

Once a dispute has been presented, and as allowable pursuant to Open Meeting Laws, the Board shall decide:

1. Whether the dispute presents an urgent matter that must be addressed as soon as possible,
2. Whether the dispute should be referred to School leadership or a Board committee for further steps, and
3. What other procedures the Board should follow to resolve the dispute.

The Board will revisit the dispute at subsequent meetings until the matter has been resolved.

The party presenting the dispute will have an opportunity to submit written submissions and documentation. If the dispute concerns a student, or if a student will provide personally identifiable information in the course of the dispute resolution, the parent or student, as applicable, must execute a Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form acknowledging the potential disclosure of student records and/or personally identifiable information.

### **Related Documents**

Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form  
Public Comment Policy  
School Handbook

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Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form

Student's Name:

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Item(s) of information to be released:

Personally identifiable records and FERPA protected student education records

Other \_\_\_\_\_  
\_\_\_\_\_

I hereby understand that the above records and information will be disclosed by school staff, myself, and my student (whichever applicable) to the Board of Directors, guests and members of the public during a meeting of the Board of Directors.

I understand that this is a public forum, minutes are kept of this meeting and in some cases the meeting may be recorded, and that the above information may be released into the public by my engaging the Board of Directors in the meeting in discussion on a specific matter related to myself or my student (whichever applicable).

I hereby understand and agree to waive my or my student's rights to the protection of the above information.

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Parent/Eligible Student Signature

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Date

# EXPENSE REIMBURSEMENT AND COMPENSATION

Version: 1

Date of Approval:

## Purpose

This policy establishes procedures for reimbursement of expenses incurred by Board members on behalf of the School. These procedures will ensure that expenses are appropriately approved and Board members are reimbursed fairly for all reasonable expenses they incur.

## Policy

The School will reimburse its Board members for any reasonable and authorized expenses incurred on behalf of the School or in the course of conducting School business. This policy covers expenses for travel to and from Board meetings, as well as lodging, meal, and other miscellaneous expenses incurred while conducting Board or School business. This reimbursement is for approved costs incurred by the Board member and is not considered a gift.

All Board expenses other than those specifically mentioned and permitted above, and for amounts over one hundred (\$100) dollars will require Board approval.

Alcohol is not a reimbursable expense.

Other than reimbursement of expenses under this policy and permissible acceptance of gifts under the Gift Acceptance Policy, Board members may not receive any reimbursement or other compensation as a result of their position on the Board.

## Procedure

1. Expense reports should be used to detail expenses. Expense reports should be submitted no later than one month after the expenses are incurred. A School designee will review and approve the expense report prior to submission for payment.
2. Expense reports must be completed with the following guidelines in mind:
  - Forms can be completed in ink or electronically
  - Incorrect information must be crossed off and changes written clearly and initialed. Reports with “white out” will not be accepted
  - For mileage - list date, destination, and mileage. Use of a Board member’s automobile will be reimbursed at the current applicable Internal Revenue Service mileage rate.
  - For Parking costs - substantiate by receipts, or indicate if parking meters are utilized.
  - For hotel expenses - provide a paid, itemized hotel receipt. Only the room charges and any taxes paid should be indicated under the “hotel” expense

heading. All other expenses listed on the hotel bill must be allocated to the appropriate expense heading.

- For meal expenses - attach meal receipts to the expense report, in the order of occurrence, and total meal charges for each day.
- Indicate if the expense is for a program (for example Board Training).
- Attach all receipts
- Signature of member requesting reimbursement (must contain signatures rather than initials to confirm authenticity).

3. Sufficient documentation, including receipts, is required for all expenses. Receipts must be attached to an 8 1/2 x 11" sheet of paper and numbered in the order of occurrence. If a tear-off check stub is used as a receipt, the stub must reflect the date, name of the business, and the amount charged. If no receipt is available, you must indicate "NR" on the expense report. If you use a personal check, a copy of the canceled check will serve as proof of payment.

## **Related Documents**

Gift Acceptance Policy  
Conflict of Interest Policy  
Expense Reimbursement Form  
Bylaws





# FISCAL CONTROLS

Version: 1

Date of Approval:

## Purpose

The Board believes in implementing and following fiscal management practices to ensure that the School's funds are appropriately managed in order to support the School's mission and avoid any liability that could be attributed to the Board resulting from mismanagement.

## Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

## Procedure

### A. Budgets

Working with Connections Academy, LLC<sup>3</sup>, its educational services provider, the School's Treasurer will coordinate the preparation of an annual operating budget with estimated revenue and expenditures in the spring prior to May 1 for the following fiscal year, defined as the twelve-month period ending June 30, unless otherwise required by law or other contract. The Board shall plan to review and approve the budget prior to May 1 of each year. Connections Academy, LLC will prepare a fiscal year forecast based upon updated assumptions before the opening of the new School year. Approved annual operating budgets will be submitted to the all appropriate entities required by law in the format required by statute and/or regulation and by required deadlines.

Approved budgets will be used to monitor the financial activities of the year via the monthly financial reports. In addition, Connections Academy, LLC, as necessary, will prepare cash flow analysis, and budget projections, and budget revisions, for upcoming fiscal years for review.

As part of the budget process, and/or at the time of hiring or increasing the compensation of the Principal of the School, the Board will review a comparison of salaries for chief executives (principal, director, administrator, etc.) at other similar schools and make a determination, to be recorded in the minutes of the Board, that the proposed compensation is reasonable.

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<sup>3</sup> Connections Academy LLC is the current educational services provider. This function would be carried out by the new provider upon a change in the provider.

## **B. Controls, Budget, and Fiscal**

The School will maintain the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the School's funds are managed and held in a manner that provides a high degree of protection of the School's assets, and (3) all transactions are recorded and documented in an appropriate manner:

### **1. Segregation of Duties**

The School will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. These expenditures will primarily be those expenditures not covered under the monthly invoice from Connections Academy, LLC. The monthly invoices from Connections Academy, LLC will be approved and/or ratified by action of the Board. All proposed expenditures must be approved by the Principal, who will review to determine whether it is consistent with the Board-adopted budget, and sign the check request form or approve the invoice. All check requests and purchase orders over One Thousand (\$1,000) Dollars must be co-signed by two Board Members who have been approved as a signatory on the School's checking account. Payments for invoices for operational services contracted by the School, and previously approved by the Board, including those for services provided by Connections Academy, LLC, do not need to be countersigned.

All transactions will be posted on an electronic general ledger by a bookkeeper or Treasurer until the school has a bookkeeper. This ledger will be maintained either with a local contracted bookkeeper or Treasurer until the school has a bookkeeper, or with Connections Academy, LLC. To ensure segregation of recording and authorization, the bookkeeper or Treasurer may not co-sign check requests or purchase orders.

### **2. Banking Arrangements/Reconciliation**

The School will maintain its accounts at a federally insured commercial bank or credit union in the State of operation as approved by the Board in compliance with the respective state law. Funds will be deposited in non-speculative accounts including federally insured savings or checking accounts or invested in non-speculative federally backed instruments. For all funds, the Board must appoint and approve all individuals authorized to sign checks in accordance with these policies.

Bank statements from private banking institutions will be sent directly to the School's bookkeeper or Treasurer if none, for reconciliation. A report of the reconciliation will be provided to the Board Treasurer on a monthly basis.

### **3. Purchasing Procedures**

This section applies to purchases made by the School, and does not apply to purchases made by Connections Academy, LLC pursuant to the Professional Services Agreement with the School. All purchases over Five Thousand (\$5,000) Dollars must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Chair shall not approve purchase orders or check requests lacking such documentation and must

comply with the School's Procurement Policy. Documentation shall be attached to all check and purchase order requests showing that at least two (2) vendors were contacted and such documentation shall be maintained for three (3) years. If specialty goods are not available through multiple vendors, documentation may include this information in lieu of a cost comparison.

No public funds shall be expended for the purchase of alcoholic beverages.

The Principal or designee may purchase supplies, materials, equipment, and services up to the amounts specified in the approved budget or per an approved Board action, while ensuring the above procedures are followed

#### **4. Record Keeping**

Transaction ledgers, invoices, receipts, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by a local contracted bookkeeper or by Connections Academy, LLC, in accordance with state law and as required in the professional services agreement signed by the School in a secure location for at least seven (7) years as set out in the Records Retention Policy, or as long as required by applicable law, whichever is longer. Appropriate back up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the School.

#### **5. Fixed Assets**

The local contracted bookkeeper or Connections Academy, LLC shall establish and maintain and regularly update a listing of all computers, equipment and furniture purchased by the School of a value of over One Thousand (\$1,000) Dollars. This list shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. The School shall maintain a segregated list of assets that were purchased with non-public funds, where applicable.

#### **6. Cash Collections**

All incoming checks or cash will be verified and entered into a deposit log in accordance with any internal control procedures developed by the school. All checks will be restrictively endorsed promptly. Receipts will be issued upon request. When checks are taken for deposit, the person taking the checks will sign a separate log with the date and total amount taken for deposit. The deposit log will be provided to the person reviewing the bank statements for comparison with the deposit record on the bank statements. All cash and checks will be kept locked in the School office prior to deposit. Deposits should be made as soon as possible on receipt of checks and/or cash and with a target of within twenty-four (24) hours of receipt.

#### **7. Attendance Accounting**

The Principal will establish and maintain an appropriate attendance accounting system to ensure the School receives appropriate attendance credit. The annual audit will review actual

attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with applicable state regulations.

## **8. Annual Audit**

The Board shall annually contract for the services of an independent public accountant to perform an annual fiscal audit in compliance with State law. The audit shall cover the business of the School during the full fiscal year; be a financial audit conducted in accordance with generally accepted auditing standards; and, include, but not be limited to, (1) an analysis of the School's compliance with applicable laws and regulations; (2) any recommendations for improvement by the School; (3) any other comments deemed pertinent by the auditor, including the auditor's opinion regarding the financial statements; (4) an audit of the accuracy of the School's financial statements, (5) an audit of the School's attendance accounting records, and (6) an audit of the School's internal controls practices. If the School receives over Five Hundred Thousand (\$500,000) Dollars from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The audit shall be completed and submitted to the Board for review at a public meeting as soon as reasonably possible following the close of the fiscal year for which the audit is conducted and as mandated by state, charter or other law. Copies of the Audit will also be forwarded to any entities or public agencies, as required by the respective state's Charter School law, the charter and state regulations.

The Audit engagement and review process may be conducted by the Board's Audit/Finance Committee on behalf of the Board.

## **9. Fiscal Reports**

The following reports will be prepared for the School, maintained by Connections Academy, LLC on a monthly basis, and reported to the Board and/or its Treasurer:

- Revenue and Expense Statement for the current fiscal year – showing actual results for the months already past and forecasts for future months
- Balance Sheet
- Bank Reconciliation – listing all of the deposits and withdrawals for the period under review with descriptive headings
- Accounts Payable Detail – showing the vendor name, the invoice amount, who paid the invoice, and when; in addition, the Board Treasurer will receive a copy of all invoices on this schedule
- Payroll Registers if applicable
- Connections Academy, LLC Invoices – showing the fees for the month, drawn off of the revenue and expense statement and the accounts payable detail report
- Enrollment & Attendance Reports – showing the demographic makeup of the students who have enrolled in the School as well as other related statistical data

## **10. Property and Liability Insurance**

Connections Academy, LLC shall ensure that the School retains appropriate property and liability insurance coverage in accordance with the respective state law. Board Directors and Officers liability insurance shall also be obtained. Insurance will be kept in force at all times with

any minimum limits as outlined in the charter, state law, and professional services agreement between the School and Connections Academy, LLC.

### **11. Contract Signing Authority**

Unless otherwise authorized or designated by the Board, all contracts entered into by the School for a monetary amount over Five Thousand (\$5,000) Dollars shall require the signature of the President. Routine contracts for the operation of the School such as for field trips, state testing proctors and testing sites, janitorial services etc. in a monetary amount of less than Two Thousand (2,000) Dollars will be signed by the two signers. All orders for payment of money to a member of the Board may only be drawn for travel expenses, or subsistence allowances.

### **12. Corporate Tax Returns**

The Board will annually engage someone to prepare and submit the annual tax returns (Form 990) for the corporation. The Board (and/or the Audit/Finance Committee of the Board) will annually review its policies and practices to be sure it is complying with any regulations or requirements of the Internal Revenue Service. Prior to submission of the tax returns, the financial consultants and/or staff of the school will review the tax returns for accuracy. Following completion of a final draft of the tax returns, the Board will review and approve the returns at a meeting prior to the submission deadline. Appropriate extensions may be filed when needed. Typically, an annual extension from the November deadline to February is expected as the annual audit has not been conducted prior to November 15. Other extensions may be filed if necessary to allow for Board review of the tax returns prior to submission.

### **13. Petty Cash**

At the direction of the Board, a petty cash fund, not to exceed Three Hundred (\$300) Dollars, may be established with an appropriate ledger to be reconciled monthly by the independent bookkeeper or Treasurer, who shall not be authorized to expend petty cash.

## **Related Documents**

- Records Retention Policy
- Board Designee Policy
- Check Request Form
- Purchase Order Form
- Conflict of Interest Policy

# Check Request

Department: \_\_\_\_\_

Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_ Zip Code: \_\_\_\_\_

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

\$

Amount of Check

Explanation - Use of Funds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Handling:

U.S. Mail  
 Interoffice Mail  
 Call for Pickup ext.# \_\_\_\_\_  
 Federal Express \*  
 Other

*\* Your Dept. will be charged for FedX Shipping*

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

Budgeted?:  Yes  No

GL Account: \_\_\_\_\_  
Department (s) to Be Charged: \_\_\_\_\_  
Category: \_\_\_\_\_ Location: \_\_\_\_\_

Invoice Attached?  Yes  No  
*Please attach supporting documentation*

Requested By: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Location: \_\_\_\_\_

Approved By: \_\_\_\_\_

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

Approved By: \_\_\_\_\_

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

Please forward Check Requests and supporting documents directly to the Accounts Payable Department.



# GIFT SOLICITATION AND ACCEPTANCE

Version: 1

Date of Approval:

## Purpose

The Board is committed to high standards of ethical conduct. The acceptance of personal gifts of significant value by Board members could expose the Board to a Conflict of Interest. The purpose of this policy is to protect the Board from any possible Conflict of Interest or appearance of impropriety by prohibiting Board members from soliciting or accepting personal gifts of significant value.

## Policy

Board members and their immediate family members (as defined in Conflict of Interest Policy) are prohibited from soliciting or accepting any substantial personal gift offered as a result of the member's position on the Board. Unless otherwise prohibited by law, a Board member may accept a personal gift if the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited if their aggregate value exceeds fifty (\$50) dollars.

## Procedure

### Board

Unless prohibited by law, Board members and their immediate family members may accept a personal gift where the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited.

Before a Board member or their immediate family member may accept any personal gift that exceeds the fifty (\$50) dollars set amount, the Board member must submit the matter to Board counsel for review. Acceptance of such gift shall require Board approval and may also require additional disclosures to other state entities based on Board counsel's advice<sup>4</sup>.

### Violations of the Policy

If the Board obtains information that a Board member has violated this policy, the Board shall inform the member and afford the Board member an opportunity to explain the alleged violation.

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<sup>4</sup> For California Schools - Pursuant to the Political Reform Act, California Government Code section 81000 et seq., generally Board members may not accept honoraria. Further, Board members may not accept gifts from a single source in any calendar year with a total value of more than \$420. The gift limit is adjusted biennially, and it has been set at \$420 through December 31, 2010.



If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which may include but is not limited to return or repayment of the gift, and depending on the circumstances, potentially removal from the Board.

## **Related Documents**

Conflict of Interest Policy

DRAFT

# PROCUREMENT WITH FEDERAL GRANT FUNDS

Version: 1

Date of Approval:

## Purpose

The Policy sets forth the rules, regulations and procedures governing the financial management systems and procurement in connection with the expenditure of the proceeds of federal grants (“Grant Proceeds”) under the Public Charter Schools Grant Program (“Grant(s)”) for goods and services procured by the School.

## Policy

It is the Board’s policy that all Grant Proceeds under the Public Charter Schools Grant Program shall be accounted for, and all goods and services using the proceeds thereof shall be purchased, in accordance with a written procurement and contracts administration system that complies with the federal regulations that govern contracts and procurement, otherwise known as 34 Code of Federal Regulations 80.36, attached hereto and incorporated by reference.

## Procedure

As part of its procurement and contract standards, the School shall:

- Maintain a copy of a signed contract, agreement, or purchase order for services to be performed.
- Describe the conditions under which the contract or agreement may be terminated, including the basis for settlement, for all contracts in excess of \$10,000.
- Document the rationale and procedure used for selecting the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, e.g. in the Board meetings’ minutes. Rationale shall include, but not be limited to, consideration of the following factors in selecting contractors and consultants: ability to perform successfully under the terms and conditions of the proposed contract, demonstrated competence, qualifications, experience, and reasonableness of costs, integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Use price as the primary criterion for purchasing all goods and services, when all other factors are equal.
- Contract only with individuals not employed by the School unless otherwise approved by the Board.

- Require that no employee, officer or agent of the School shall participate in the selection, award or administration of a contract where conflicts of interest, real or apparent, are involved.
- Maintain records on the services performed, including but not limited to, the date the service was performed and the purpose of the service, and ensure that the services are consistent and satisfactory with those described in the signed contract/purchase order.
- Make payments only after the service is performed, unless any other payment structure is necessary, and prior approval is obtained from the Board.

### **Related Documents**

Financial Management Systems and Procurement Policies for Federal Grants – Public Charter Schools Grant Program -34 Code of Federal Regulations 80.36

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# FINANCIAL MANAGEMENT SYSTEMS AND PROCUREMENT POLICIES FOR FEDERAL GRANTS – PUBLIC CHARTER SCHOOLS GRANT PROGRAM

The School shall establish such fiscal control and accounting procedures with respect to the Grant Proceeds that are sufficient to:

(1) Permit preparation of reports required by this Policy and by the statutes authorizing the Grant; and

(2) Permit the tracing of Grant Proceeds to a level of expenditure adequate to establish that the Grant Proceeds were not used in violation of this Policy, the terms of the Grants or the restrictions and prohibitions of statutes that apply to the Grants.

(b) The School's financial management systems must meet the following standards:

(1) *Financial reporting.* Accurate, current and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the Grant.

(2) *Accounting records.* The School must maintain records that adequately identify the source and application of the Grant Funds provided for financially-assisted activities. These records must contain information pertaining to all Grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) *Internal control.* Effective control and accountability must be maintained for all Grant Proceeds, including all real and personal property, and other assets. The School must adequately safeguard all such property and must assure that it is used solely for authorized purposes under the Grant.

(4) *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for each Grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the Grant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) *Allowable cost.* Applicable OMB cost principles (found in OMB Circular A-21), agency program regulations, and the terms of Grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) *Source documentation.* Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and any subgrant award documents, etc.

(7) *Cash management.* Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the School must be followed

whenever advance payment procedures are used. The School shall comply with the procedures established by the respective State Department of Education (“Department”) (i) to ensure the receipt of reports on the School’s cash balances and cash disbursements in sufficient time to enable the Department to prepare complete and accurate cash transactions reports to the awarding agency, (ii) allow the Department to make drawdowns as close as possible to the time of making disbursements, in cases when advances are made by letter-of-credit or electronic transfer of funds methods, and (iii) to allow the Department to monitor cash drawdowns by the School to assure that they conform substantially to the same standards of timing and amount as apply to advances to the Department.

(c) An awarding agency may review the adequacy of the School’s financial management system of as part of a pre-award review or at any time subsequent to award.

### **1. Equipment**

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under the Grant vests upon acquisition in the School.

(b) *School Obligations.* The School will use, manage, and dispose of equipment acquired under the Grant in accordance with the following paragraphs (c) through (e).

(c) *Use.*

(1) Equipment shall be used by the School in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The School shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) The School must not use equipment acquired with Grant Proceeds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the School may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* The School shall establish procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with Grant Proceeds, until disposition takes place, that will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the School is authorized or required to sell the equipment/property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under the Grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) If the School fails to take appropriate disposition actions, the awarding agency may direct the Department or the School to take excess and disposition actions.

(f) *Federal equipment.* If the School is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) The School will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the School will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. If such a transfer is made, it is subject to the following standards:

(1) The property shall be identified in the Grant or otherwise made known to the Department in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow the requirements of Section (e) above.

(3) When title to equipment is transferred, the Department shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

## **2. Supplies**

(a) *Title.* Title to supplies acquired under the Grant will vest, upon acquisition, in the School.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the School shall compensate the awarding agency for its share.

## **3. Procurement**

(a) *School Obligations.* When procuring property and services under the Grant, the School will follow paragraphs (b) through (i) in this section 3.

(b) *Procurement standards.*

(1) The School will use their own procurement procedures which reflect State and local laws and regulations applicable to the School, provided that the procurements conform to applicable Federal law and the standards identified in this section 3.

(2) The School will maintain a contract administration system, which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) The School will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the School shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) the employee, officer or agent, (ii) any member of his immediate family, (iii) his or her partner, or (iv) an organization which employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for award. The School's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. The School may set

minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the School's employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) The School shall review all proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, the School will, when reasonably appropriate, enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) The School will use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) The School will, when reasonably appropriate, use value engineering clauses in contracts or construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) The School will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) The School will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) The School will use time and material type contracts only (i) after a determination that no other contract is suitable, and (ii) if the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) The School alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the School of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the School unless the matter is primarily a Federal concern, and violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.



(12) The School will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the School (and the State, if applicable) before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency are limited to (i) violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities), and (ii) violations of the School's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the School.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards set forth in this Section 3. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) The School will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The School will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material product, or service to be procured. Such description shall not, in competitive

procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) The School will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the School will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed:*

(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Procurement by sealed bids (formal advertising).* Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Section 3(d)(2)(i) below apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) *Procurement by competitive proposals.* The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) The School will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The School may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) The School may be required to submit the proposed procurement to the awarding agency for preaward review in accordance with Section (g) below.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

(1) The School will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 3(e)(2) (i) through (v) above.

(f) *Contract cost and price.*

(1) The School must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the School must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) The School will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Grant will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see 34 CFR § 80.22 attached). The School may reference its own cost principles that comply with the applicable Federal cost principles.

(4) The "cost plus a percentage of cost" and "percentage of construction" cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) The School must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the School desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) The School must, on request, make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) The School’s procurement procedures or operation fails to comply with the procurement standards in this Section 3; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a “brand name” product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) The School will be exempt from the pre-award review in Section 3(g)(2) if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) The School may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) The School may self-certify its procurement system. Such self-certification shall not limit the awarding agency’s right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the School that it is complying with these standards. The School will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (i.e., \$100,000), the awarding agency may accept the bonding policy and requirements of the School provided the awarding agency has made a determination that the awarding agency’s interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantees from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* *The School’s contracts must contain provisions in this Section 3(i).* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold, i.e., in excess of \$100,000).

(2) Termination for cause and for convenience by the School, including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by the School and its contractors).

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by the School when required by Federal grant program legislation).

(6) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by the School in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the Department, the School, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any

books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after the School make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) *Contracting with faith-based organizations.*

(1) (i) A faith-based organization is eligible to contract with the School on the same basis as any other private organization, with respect to contracts for which such other organizations are eligible.

(ii) In the selection of goods and services providers the School shall not discriminate for or against a private organization on the basis of the organization's religious character or affiliation.

(2) The provisions of 34 CFR §§ 75.532 and 76.532 (attached) applicable to the School apply to a faith-based organization that contracts with the School, unless the faith-based organization is selected as a result of the genuine and independent private choices of individual beneficiaries of the program and provided the organization otherwise satisfies the requirements of the program.

(3) A private organization that engages in inherently religious activities, such as religious worship, instruction, or proselytization, must offer those services separately in the time or location from any programs or services supported by a contract with the School and participation in any such inherently religious activities by beneficiaries of the programs supported by the contract must be voluntary, unless the organization is selected as a result of the genuine and independent private choices of individual beneficiaries of the program and provided the organization otherwise satisfies the requirements of the program.

(4) (i) A faith-based organization that contracts with the School may retain its independence, autonomy, right of expression, religious character, and authority over its governance.

(ii) A faith-based organization may, among other things:

(A) Retain religious terms in its name



(B) Continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs;

(C) Use its facilities to provide services without removing or altering religious art, icons, scriptures, or other symbols from these facilities;

(D) Select its board members and otherwise govern itself on a religious basis; and

(E) Include religious references in its mission statement and other chartering or governing documents.

(5) A private organization that contracts with the School shall not discriminate against a beneficiary or prospective beneficiary in the provision of program services on the basis of religion or religious belief.

(6) A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited when the organization contracts with the School.

DRAFT

# PUBLIC COMMENT

Version: 1

Date of Approval:

## Purpose

The Board welcomes public comment at its meetings and is committed to providing meaningful opportunities for members of the public to participate. Given the nature of the School being virtual, the purpose of this policy is to take into account the special logistics of the Board meetings and address telephone access.

## Policy

The Board encourages members of the public to offer comments and express opinions on both specific actions to be taken by the Board, as well as any other issue directly related to the operation of the School. In accordance with this policy, any individual may address the Board on agenda or non-agenda items during the public comment period as long as they meet any legal provisions governing participation at public meetings. Individuals may present either in-person or by telephone.

## Procedure

Individuals are strongly encouraged to discuss their comments and concerns with appropriate school staff members, administrators, and/or Board members before directing such comments to the entire Board during a meeting.

Each Board meeting agenda shall have a time designated for “public comment.”

## In-person participants

To be recognized by the Chair, an individual must provide their name and a short description of the agenda item they wish to comment on to the Chair, along with any materials they want to have distributed to Board members, before the scheduled start of the meeting. The Chair will then announce the individual’s name at the appropriate time during the meeting. Each individual will be granted up to three (3) minutes to make his or her presentation. If requested, the Chair may grant additional time to individuals, circumstances permitting. After completion of any such presentation, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present may come forward and make his or her presentation (which may be limited to three (3) minutes at the Chair’s discretion).

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Principal at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair. In addition, an individual may raise the issue during public comment and

request that it be placed on a future agenda. No action can be taken by the Board until such item has been included on an agenda in accordance with the Open Meeting Laws.

### **Teleconference participants**

Individuals who wish to address the Board telephonically should contact the School Principal by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. The individual shall provide his/her name, a phone number where he/she may be reached during the meeting, and a short description of the topic he/she wishes to address. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty four (24) hours before the scheduled start of the meeting. The School Principal will list these requests in the order in which they are received and provide them, along with copies of any materials submitted to the Board's Chair before the start of the meeting. Individuals who wish to participate will be called at the number they provided in the order in which they contacted the school, and will be granted up to three (3) minutes to make the presentation. If requested, the Chairperson may grant additional time to individuals, circumstances permitting. After completion of such presentations, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present (telephonically or otherwise) may make his or her presentation (which may be limited to three minutes at the Chair's discretion).

Telephonic participants should be aware that there is no established time when they may be contacted to speak except that they will be called after the scheduled start of the meeting and before the Board considers the items the participant wishes to address. The total time for any individual to present, either in person or via telephone, shall not exceed three (3) minutes (depending upon the number of speakers), unless the Board grants additional time. Individuals who are attending the meeting in person may be given the first preference in speaking and for the duration requested.

In addition to the above, any Board member may ask a member of the public present to answer brief questions or make comments on an agenda item under discussion in order to gather information before deliberating on a decision.

Members of the public who require special accommodations to be able to attend the Board meeting should contact the School Principal or the specific contact person designated on the agenda for that meeting, at least twenty four (24) hours prior to the meeting to make appropriate arrangements for attending the meeting.

### **Related Documents**

None

# RECORD RETENTION

Version: 1

Date of Approval:

## Purpose

The orderly acquisition, storage, and retention of school records are essential for the overall efficient and effective operation of the school. The Board adopts this policy to ensure that the School's records and documents are appropriately retained and only destroyed in accordance with appropriate legal retention periods.

## Policy

School documents and records will be maintained and destroyed in accordance with a document retention schedule. The School's Records Custodian will ensure that the policy is followed and retention schedules are adhered to at the School. The Board shall maintain and destroy records according to the same policy as the School.

## Procedure

All original documents in possession of the Board are the property of the School and are not to be removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law, or under the rules adopted by the Board.

Outgoing Board members must deliver any records in their possession to their successors and may not remove, transfer, or destroy any records to which they had access.

A retention schedule will be created to safeguard the various categories of School documents, which include but are not limited to, Board minutes and packages, personnel files, audit reports, student records, attendance records, and financial records. These will be added to this policy as they are developed. The Records Custodian shall maintain a copy of the School's record retention schedule and develop procedures to implement and monitor the policy. The Records Custodian will ensure that the School follows the policy and adheres to the retention schedules.

Additionally, the Records Custodian shall complete a records disposal form that provides notice as to when records are to be disposed of according to the pre-approved record retention schedule ("Certificate of Records Disposal Form").

A copy of each completed Certificate of Records Disposal Form shall be retained by the Records Custodian.

## Related Documents

Records Retention Schedule – Financial Records  
Certificate of Records Disposal Form

## DOCUMENT RETENTION – FINANCIAL RECORDS

FINANCIAL DOCUMENTS	MINIMUM RETENTION REQUIREMENT
<b>Accounts Payable Ledgers and Schedules</b>	7 years
<b>Audit Reports</b>	Permanently
<b>Bank Reconciliations and Statements</b>	7 years and/or until all federal and state audit requirements have been met.
<b>Checks</b> (for important payments and purchases)	7 years or after item purchased is no longer owned.
<b>Correspondence</b> – customers/vendors	Depends on issue in correspondence and whether there is a contract; if potential litigation - until threat of litigation has passed; if contract claim is possible, 4 years or until potential claim or legal statute of limitations has dissipated.
<b>Depreciation Schedules</b>	While active + 3 years
<b>Expenses and Purchases</b> – Documentation can include: cash register tapes, account statements, canceled checks, invoices, credit card sales slips. Separate deductible expenses in the event organization pays unrelated business income tax.	7 years
<b>Gross Receipts</b> -amounts received from all sources. Documents that support gross receipts include: cash register tapes, bank deposit slips, receipt books, invoices, credit card charge slips, and Form 1099-MISC	7 years
<b>Year-end financial statements</b>	If Audit Report is generated by organization- 7 years; if no audit is conducted and year-end financial report is used in place of audit – permanently.

**SAMPLE - TO CREATE FORM FOR SCHOOL**

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES  
**INFORMATION MANAGEMENT**  
 4200 SURFACE ROAD  
 COLUMBUS OH 43228-1395  
 614.752-0003 VOICE

<b>MEDIUM CODES</b> P- PAPER MMICROFILM E-MACHINE READABLE RECORD	<b>DISPOSAL CODES</b> B-BURN S-SHRED W-DISPOSED OF AS WASTE PAPER E-ERASURE A-ARCHIVES
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**CERTIFICATE OF RECORDS DISPOSAL**

Agency		Division-Institution	Section - Unit					
Authorization No.	Agency Series No or General Schedule No	Record Series Title	Inclusive Dates of Records		Volume Disposed (Cubic Feet)	Date of Disposal	See Codes Above	
			From	To			Medium Code	Method Of Disposal
			Month - Year	Month - Year				
<b>Total</b>								

I hereby certify that the records listed have been disposed of according to approved schedules of retention and destruction or General Schedules authorizing disposal of records as required by Ohio Revised Code Section 149.333. No record has been destroyed which, in my opinion, pertains to any pending case, claim, audit or action.

Authorized Agency Official	Date
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# SOCIAL MEDIA POLICY

Version: 1

Date of Approval:

## Purpose

The Board believes in utilizing online social media sites to foster collaboration and share information about the School, but recognizes the importance of the responsible use of such sites. The purpose of this policy is to provide standards for both professional and personal use of online social media such as blogs, wikis, social networks (Facebook, MySpace, Twitter), virtual worlds, user-generated audio and video (YouTube), or other social media that could impact the School (collectively referred to as “Social Media”).

## Policy

The Board encourages the use of Social Media sites by its members to engage in, learn from, and contribute to the worldwide online dialogue about education. Any such use of Social Media must be responsible, and in accordance with the following procedures.

## Procedure

### General Guidelines

- Individuals should write about what they know. Any statements should be accurate and factual. It is good to be exciting and creative when talking about the School and its program offering, but not to exaggerate or guess. Refer questions to an expert at the School.
- Individuals should always present themselves in a manner consistent with how they want the School to be viewed. Posts are published to the world, and can be seen by colleagues, the School’s students and their parents. Social Media sites tend to blur the lines between personal and professional lives, and public and private information. Communications should be framed accordingly.
- Individuals should restrict access to postings by using privacy settings as appropriate. Because boundaries can be blurred, professional contacts may have access to personal information that is posted if proper filters are not in place.
- Individuals should present the School and its vendors well. Online postings create perceptions about the School, its vendors and its affiliated schools. Any content associated with the School and its vendors should be consistent with the School and vendors’ values and standards of conduct.
- Individuals should be respectful of others. Debate is healthy; disparaging others (including competitors) is not. Outside parties CAN pursue legal action based on content in Social Media.

- Mistakes should be corrected and proper disclosure made of any modifications to postings.
- Individuals should identify themselves by disclosing their role and status. Individuals should clearly state they are speaking for themselves and not on behalf of the School or any of its vendors. Only individuals that have been officially designated by the School or its vendors have the authority to speak on behalf of the School or its vendors.
- Some individuals may have obligations under state law to report child abuse and neglect. Individuals should understand and be aware of any such obligations as they relate to activities related to Social Media.

### **Prohibited Activities**

- The School and its vendors' proprietary and confidential information must be protected and cannot be disclosed. School and vendor financial information, trade secrets, customer information and confidential and personally identifiable information about students shall not be posted.
- Individuals may not violate laws governing copyright and fair use of copyrighted material owned by the School, its vendors or others.
- Official School business should not be conducted on a Social Media site. Board communications should be conducted in accordance with the Open Meeting Laws and Board's policies and practices.
- Individuals should maintain a supervisory, professional, and respectful relationship with all members of the School community.
- Information about students must not be published online. Board members may be privy to student records however need to comply with the Family Rights and Education Privacy Act (FERPA) and cannot disclose such information online.
- Personally identifiable information about colleagues, including photos, must not be posted without their consent.

### **Related Documents**

Confidentiality Policy



# **NEXUS ACADEMY**

## **ATTACHMENT 8**

Education Service Provider  
(ESP) Documentation

**CONNECTIONS EDUCATION TERMS SHEET FOR MANAGEMENT AGREEMENT  
(ACTUAL DRAFT AGREEMENT FOLLOWS)**

Item of Interest to ICSB	Term Proposed in Agreement	Clause in Agreement
A proposed duration of the contract that aligns with the ICSB 5-Year charter term;	Proposed duration five years, in sync with charter term	6.1
roles and responsibilities of the school governing board, the school staff, and the service provider;	<p>Governing Board negotiates contract, approves selection of/evaluates/can demand replacement of Lead School Administrator; collaborates on development of and approves annual budget; and evaluates service provider annually</p> <p>Service provider employs school staff on behalf of Board to implements Board policies and blended learning program licensed by Board.</p>	<p>3.5</p> <p>9.3</p>
scope of services and resources to be provided by the service provider;	<p><b>Educational Products</b> to include Tangible Instructional Materials, Intangible Instructional Materials, Computer Hardware and Software, Office Products and Services, Connexus Education Management System,</p> <p><b>Educational Services</b> to include Relationship Manager, Personalized Learning Plan Protocol, Assessments/Standardized Testing, Administrative Staff, Teaching Staff, Back Office Contracted Services, Educational Resource Center, Instructional Staff Support and Development, Technology Support and Maintenance, Educational and Financial Record-keeping, Services to Special Needs Students, Facilities and Related Services, Financial and Other Reporting, Management of Hardware and Software, and Management of Instructional Materials</p> <p><b>Student Recruiting</b>, Community Education, Website, Enrollment Services</p> <p><b>Protection Against Deficits</b></p>	<p>2</p> <p>3</p> <p>5.4-5.6</p> <p>9.2</p>
performance evaluation measures and mechanisms;	Governing Board receives monthly financial and programmatic reports and conducts annual performance evaluation of Service Provider, and can terminate contract on basis of unsatisfactory performance	<p>3.14</p> <p>6.3(f)</p>
detailed explanation of compensation to be paid to the	As part of contract negotiations and annual during the budget process, the service provider will	9.1a

provider	present the Governing Board with a detailed line-item Fee Schedule for products and services. In addition, each year the service provider will itemize a breakdown of all charges. See sample following the draft sample management agreement.	9.5
financial controls and oversight	Service provider will invoice the charter school monthly, with invoices paid only upon review by Board Treasurer and Business Officer and approval by Governing Board.	9.1d
methods of contract oversight and enforcement	The Governing Board exercises oversight through employment of its own independent counsel and auditor, through monthly performance and financial reporting, and through annual evaluation and disclosure.	9.1(e)
investment disclosure	Clarification requested for this term.	
conditions for renewal and termination of the contract	The agreement includes a clause for renewal (ideally synchronous with charter term) as well as early termination for a variety of causes, including performance of the service provider. Early termination is proposed to be managed to minimize impact on students.	6.2 6.3

**SAMPLE FEE SCHEDULE  
FOR BLENDED CHARTER SCHOOL**

**Professional Services**

Educational Resource Center	\$126	per student
Human Resources Support	\$1,000	per on-site staff
Technical Support & Repairs	\$50	per student
Enrollment and Records Management	\$40	per student
Accounting and Regulatory Reporting	\$40	per student
Facility Support Services	\$20,000	per physical location

**Educational Products and Service**

Student Technology Assistance (Computers)	\$300	per student laptop issued
School Curriculum Supplies (Teacher Set)	\$500	per grade
Software - Student and SIS (Connexus Platform)	\$600	per student
Hardware/Software - Staff	\$600	per face-to-face staff
Direct Course Instructional Support	\$1,102	per student
Core Courses Grading Support	\$50	per student, per face-to-face course
Blended Curriculum Products and Services	\$500	per student

**Management Services**

Treasury Services	1.50%	of revenue
Marketing Services	0.75%	of revenue
School Administration	6.50%	of revenue
Special Ed Oversight / Liability	2.50%	of revenue

**SAMPLE**

**EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT  
BETWEEN CONNECTIONS ACADEMY OF INDIANA LLC AND BETTER BLENDED  
LEARNING FOR INDIANA**

(\_\_\_\_\_ 2012)

This **EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** (“Agreement”), is made and entered into by and between **CONNECTION ACADEMY OF INDIANA LLC**, an Indiana limited liability company (“Connections”) and **BETTER BLENDED LEARNING FOR INDIANA**, a non-profit education corporation holding a charter for **NEXUS ACADEMY OF INDIANAPOLIS** (the “Charter School”) (individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Charter School has requested or secured authorization from the Authorizer (as hereinafter defined) to operate a blended charter school pursuant to the applicable Charter School Law;

**WHEREAS**, Connections has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of charter schools, including but not limited to providing the “Educational Products and Services” as defined in Section 1.13 below;

**WHEREAS**, the Charter School desires to contract with Connections to provide such Educational Products and Services, and Connections desires to contract with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and Connections are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by Connections on behalf of the Charter School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Definitions.**

1.1 “**Academic Year**” shall mean the school year as defined by the School Calendar (as defined in Section 1.24).

1.2 **“Administrative Staff”** shall include the employees of Connections holding the positions described in Section 3.5.

1.3 **“Affiliate”** shall mean any entity controlling, controlled by, or under common control with, Connections. Pearson PLC and its affiliates shall be deemed Affiliates of Connections.

1.4 **“Authorizer”** shall mean the Indiana Charter School Board.

1.5 **“Blended Learning”** shall mean an educational model that combines online curriculum, technology-facilitated instruction, and face-to-face instruction, and tracks all educational activities with school management software.

1.6 **“Budget”** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 9.

1.7 **“Charter”** shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.8 **“Charter Petition”** shall mean the application to the Authorizer for authorization of the Charter of the Charter School submitted to the Authorizer by the Charter School Board on \_\_\_\_\_ (as the same may be amended, modified or supplemented from time to time).

1.9 **“Charter School Board”** shall mean the Board of Directors of the Charter School.

1.10 **“Charter School Law”** shall refer to Title 20, Article 24 of the Indiana Code.

1.11 **“Confidential Information”** shall have the meaning set forth in Section 10 of this Agreement.

1.12 **“Course(s)”** shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Indiana in order to be recognized for high school credit in grades 9-12.

1.13 **“Educational Products and Services”** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.14 **“Effective Date”** shall be the date first written above.

1.15 **“Eligible Students”** shall have the meaning set forth in Section 5 of this Agreement.

1.16 **“Enrolled”** shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of their acceptance in the Charter School; (c) has not been expelled from the Charter School; (d) has not been withdrawn from the Charter School by the parents or guardians or by the Student themselves if they are legally permitted to do so; (e) has not been withdrawn from the Charter School for lack of attendance or participation; (f) has not enrolled in another full-time public or private school; and (g) for whom the enrollment requirements of the Charter School have been met.

1.17 **“Instructional Materials”** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.18 **“On-Site Teachers”** are Teachers employed by Connections in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. .

1.19 **“Parent/Guardian”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or emancipated.

1.20 **“Performance Review”** shall mean a review of Connections’ performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with Connections.

1.21 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.1 of this Agreement.

1.22 **“Program Assistants”** shall mean employees of Connections who perform the responsibilities described in Section 3.6(e).

1.23 **“Program Guide”** shall mean the description of the curriculum and instructional program offered by Connections that is published annually.

1.24 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. Connections will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Indiana law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.25 “**School Handbook**” shall mean the set of policies, rules and guideline that are to be followed by Students and their Parents/Guardians. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.26 “**Special Needs Students**” shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.27 “**Student**” shall mean a child who is Enrolled in the Charter School.

1.28 “**Student Records**” shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g(a)(4)(A), which the Charter School or Connections is required to retain in accordance with state law.

1.29 “**Teachers**” are persons employed by Connections who provide educational instruction to Students.

1.30 “**Term**” shall have the meaning set forth in Section 6 of this Agreement.

1.31 “**Virtual Teachers**” are Teachers employed by Connections in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement.

## **2. Educational Products to be Provided by Connections.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time to time upon the mutual agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be subject to reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to Connections for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by Connections to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the



Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its Affiliates, and/or their vendors, or both, as the case may be. Connections shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. Connections may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. Connections and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, Connections may provide either version.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sublicense to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet<sup>®</sup> tutorials and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to Connections for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by Connections to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. The Charter School may lease from Connections: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter Petition or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Charter School Board. The Charter School shall not be responsible for ensuring the return to Connections of Hardware and/or Software supplied by Connections to Students, Administrative Staff or

Teachers. However, to the extent that such Hardware and/or Software is not recovered, Connections may invoice Students, unless prohibited by law for any Hardware and/or Software not returned. Connections and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Parent/Guardian, Administrative Staff, or Teachers obtains ownership of any such Hardware and/or Software. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with Connections to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by Connections.

2.4 Office Products and Supplies. The Charter School may engage Connections to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School (“Office Products and Supplies”). The Charter School acknowledges and agrees that Connections, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by Connections to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with Connections to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.5 Education Management System. Connections will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited sub-license during the Term for the use of Connexus<sup>®</sup>, the Education Management System (“EMS”) used by Administrative Staff, Teachers, Students, Parents/Guardians and other individuals required or otherwise authorized to access the system in order to provide or receive the Educational Services specified in this Agreement. The EMS will include features and functions required to meet the requirements of the Charter Petition including: Assignment Management and Tracking, Communication Tools and Reporting. Connections may update the features and functions of the EMS from time to time. The Charter School acknowledges and agrees that Connections is the sole owner of its EMS through which certain of the Educational Services are delivered, and any content contained in the EMS is owned by Connections or its licensors/vendors. This Agreement does not constitute a transfer by Connections to the Charter School, Administrative Staff, Teachers, Students, or Parents/Guardians of any intellectual property rights in its EMS or any content contained in the EMS. All right, title, and interest in and to the EMS and any content contained in the EMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections and its licensors.

### **3. Educational Services.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Relationship Manager. One or more employees of Connections shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

3.2 Personalized Learning Plan Protocol. A Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Indiana or required by the Charter.

3.3 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Indiana’s standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment designed to measure a Student’s level against state standards, which will generally be administered to Students enrolled during the first two (2) months of the Academic Year and those Enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Charter School Board and Connections; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.4 Standardized Tests. All Students shall be required to participate in the State of Indiana’s standardized tests to the same extent as students enrolled in any other Indiana public school. Connections shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

#### 3.5 Administrative Staff.

(a) Lead School Administrator. Connections shall employ a person who shall be designated as the “Principal” of the Charter School. Connections’ selection of the Principal shall be approved by the Charter School Board. The Principal, if there is only one such position, or the Director, if there is more than one Principal, or a Teacher, if acting as the Lead School Administrator if there is no Principal, shall be sometimes hereinafter referred to as the “Lead School Administrator”.

(b) Other Clerical or Support Administrative Positions. Connections may also employ one or more individuals in clerical or support positions as may be required to support school operations.

(c) Responsibility. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The On-Site Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the Executive Director of School Programs, or his/her designee, subject to oversight by the Charter School Board. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Services and shall report to Connections as to the operation of the Charter School.

(d) Replacement of Lead School Administrator. The Charter School Board shall participate annually in Connections' evaluation of the Lead School Administrator. The Charter School Board shall have the right to request that Connections replace the Lead School Administrator, in the event that the Charter School Board is dissatisfied with his or her performance, and so notifies Connections in writing. Upon such written request, Connections shall promptly take steps to replace the Lead School Administrator. In addition, Connections may replace the Lead School Administrator at any time; provided that the Lead School Administrator's replacement and compensation shall be reviewed and approved by the Charter School Board. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to Students.

(e) Program Assistants: Connections may also employ one or more individuals as Program Assistants. Program Assistants shall be responsible for non-instructional aspects that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Lead School Administrator.

(f) Other Administrative Staff. Connections may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.

### 3.6 Teaching Staff.

(a) Employment of Teachers. Connections will employ one or more persons designated as On-Site Teachers who will work face-to-face with students at the Charter School. In addition to the On-Site Teachers, Connections shall employ Virtual Teachers who will be responsible for providing on-line instruction in connection with elective Courses and extracurricular programs offered to the Students as part of the Blended Learning Model. . Connections shall be responsible for recruiting, training, and assigning Teachers. All Teachers shall hold a valid teaching certificate and each On-Site Teacher will hold an Indiana teaching certificate, permit or other document required by the State of Indiana or as required by applicable state or local law. These requirements may be waived with the prior written approval of the Charter School Board: (a) for self-instruction by Students Enrolled in the accredited National Connections Academy private school in elective Courses for which there is insufficient demand to support a full-time Teacher, or (b) only with respect to electives, where there is no Indiana-certified Teacher available to teach a Course. In order for Students to receive transfer credit for such Courses, it must be approved by the Charter School Board. Connections and the Lead School Administrator will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Lead School Administrator shall provide a prompt report to the Charter School Board and Connections on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies Connections in writing.

3.7 Contracted Services. Connections shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. Connections agrees to require sufficient background checks, including fingerprinting, as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.8 Educational Resource Center. Connections shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with

such staff being available to Teachers and Students, according to the terms of the School Handbook and other policies and procedures established by Connections. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time.

3.9 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the Connections protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Indiana statutes and regulations that specify professional development requirements.

3.10 Technical Support and Maintenance. Connections shall provide technical support and maintenance for Hardware and/or Software, Teachers and Administrative Staff provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time. Connections will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by Connections, Connections shall provide initial technical support for non-Connections supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. Connections may contract with outside vendors for the provision of all or any portion of the technical support and maintenance required herein.

3.11 Educational and Financial Records. Connections shall provide maintenance of educational and financial records in accordance with state, local and federal requirements. Connections shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Records, as well as educational and financial records shall remain the property of the Charter School, subject to inspection and copying under the Indiana Access to Public Records Act. All such records shall be maintained and housed at the administrative offices of Connections. To the extent any such records are stored in an electronic format, the electronic records shall be accessible through EMS or made available to the Charter School within five (5) business days of the Charter School's written request for such records. Connections may retain a copy of such records subject to the confidentiality requirements of this Section.

3.12 Services to Special Needs Students. Connections and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to

Special Needs Students. On behalf of the Charter School, Connections shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

### 3.13 Office Facilities and Services.

(a) The Charter School may contract with Connections to provide or maintain in good working order a blended school facility, which may include learning spaces for students, offices, capital equipment, or furniture and fixtures.

(i) Any facility provided or managed by Connections shall be ADA-compliant and meet any other requirements of the Charter Petition, Charter School Law, or applicable laws or regulations. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board. Connections agrees that it will have no beneficial financial interest in any approved lease. All leases negotiated on behalf of the Charter School or entered into by Connections on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter Petition, unless otherwise approved by the Charter School Board. In addition, in the event that this Agreement is terminated prior to its expiration, if Connections has entered into the facility lease on behalf of the Charter School, (A) Connections shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, and the Charter School Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by Connections and located in the facility may be purchased by the Charter School at the then-current tax records book value. If Connections has entered into the facility lease on behalf of the Charter School, Connections shall permit the Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

(ii) If the Charter School does not elect to contract with Connections to provide or manage its facilities and capital equipment, furniture and fixtures, then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability and property insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

(b) The Charter School may contract with Connections to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

(c) Internet Access. In order to be Enrolled, each Student must have access to the Internet for a sufficient amount of time to complete on-line components of the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). At a minimum, access must include one computer connected to the Internet at the school facility for each Student. If the Charter School contracts with Connections to provide or manage its facilities, Connections will ensure that the facility is capable of providing sufficient Internet access to each Student. If the Charter School does not elect to contract with Connections to provide or manage its facilities, it will be responsible for ensuring sufficient Internet access at the facility for the Students.

3.14 Financial and Other Reporting. Connections will provide treasury and accounting reports for all Connections activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. Connections will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter Petition, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, Indiana Department of Education or its auditors. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor Connections' performance. Connections specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. Connections shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data will be available to the Charter School Board separately from Connections' operations or any other schools managed by Connections.

3.15 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from Connections, Connections shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with Connections for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by Connections and to assume all liability related to any failure by the Charter School to provide such management services.



3.16 Management of Instructional Materials. Connections will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.17 Other Management Services. Connections will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9.

3.18 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to Connections pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.19 Other. Connections will be responsible to provide such other services not specifically described herein but which are required by the Charter Petition. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9. To the extent that any of the terms, conditions, or provisions of the Charter Petition conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter Petition shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

#### **4. Services Provided to Connections by the Charter School.**

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter Petition, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Other Services. To the extent that the Charter School elects not to contract with Connections for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter Petition.

4.3 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 14.

## 5. Eligible Students.

5.1 Admission Requirements. Any child qualified under the laws of Indiana for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or regulation. Connections will not charge tuition and shall not charge any other fees unless approved by the Charter School Board.

5.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and Connections shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, Connections may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board.

5.3 Priority. Connections agrees to follow the admissions preferences as laid out in the Charter Petition and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

5.4 Recruiting and Community Education. Connections will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

5.5 Public Website. Connections will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

5.6 Enrollment. The Charter School delegates to Connections responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay Connections for any Students it admits who are not eligible. Connections shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Indiana law, Students who do not comply with the terms of the School Handbook may also be withdrawn. Connections will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student's next school. Connections will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. Connections will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

## **6. Term and Termination.**

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of **Month Day, 2017** (the "Initial Term").

6.2 Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional term of \_\_\_\_\_ (\_\_\_) years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party;

(c) By Connections, if the payments to which Connections is entitled under Section 9 of this Agreement are materially reduced as a result of a change in funding provided to the Charter School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

(d) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Indiana law and regulation;

(e) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a blended charter school, as defined by applicable laws and regulations, but only if Connections is

unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(f) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether Connections has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than April 1; or

(g) By either party, in the event that the Parties fail to agree on a Budget in accordance with Section 9.

6.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (d), or (f).

6.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) Connections shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from Connections to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the EMS and other Educational Products and Services shall be discontinued;

(d) Connections shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

**7. Representation Regarding Non-discrimination.**

Connections, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Indiana law.

**8. Health and Safety.**

8.1 Connections specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**9. Financial Terms.**

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by Connections under this Agreement, Connections and the Charter School shall negotiate in good faith a schedule of fees (the “Fee Schedule”) for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively, “Total Revenues”).

(b) Any costs required by the Charter Petition not specifically included in this Agreement shall be paid by the Charter School.

(c) The Parties may agree to have Connections act as its payment agent for various other expenditures not included in the Fee Schedule. Connections will be entitled to reimbursement

for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) Connections will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Indiana law, for any invoices paid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by Connections to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Indiana. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Connections shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of Connections' failure to adequately perform its responsibilities under this Agreement or the Charter, Connections will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

**9.2** : Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to Connections as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, Connections shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds Ten Thousand Dollars (\$10,000), and in the event that credits have previously been issued and not repaid, Connections shall be entitled to the repayment of any such credits without interest.

9.3 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and Connections do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

9.4 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the Charter School is eligible to receive additional revenue over and above the State Aid amounts, Connections will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

9.5 Breakdown of Charges. No later than September 30 of each year during the Term, Connections will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, a sublicense to the EMS, Computer Hardware and Software, etc. This shall not change the amounts due to Connections by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by Connections.

9.6 Sales Tax. The Charter School shall provide Connections with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## **10. Confidential Information.**

10.1 Confidential Information Defined. As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners unless it must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business

strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.11. Connections shall make such information and facilities available to authorized Charter School personnel, Authorizer, Indiana regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.11.

10.3 Protection of Student Records. The Parties acknowledge and agree that under Indiana Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.



## **11. Ownership of Intellectual Property and Tangible Personal Property Supplied by Connections.**

11.1 Intellectual Property. Charter School agrees that Connections or its licensor is the sole owner of the EMS, and Connections, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the EMS (“Content”) made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the EMS, the Intangible Instructional Materials or the Content by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to Connections and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of Connections and its transferees.

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by Connections pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with Connections.

11.3 Trademarks. Connections and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services. Connections trademarks can be found at: : <http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.pdf> (collectively, the “Licensed Marks”). Connections grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up to date version of which can be found at <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name “Connections Academy”, the Connections Academy logo and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

## **12. Indemnification.**

12.1 Indemnification by Connections of the Charter School Board. To the extent not covered by insurance or not barred by any state legislation, Connections shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Charter School Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by Connections, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of Connections shall survive the termination of this Agreement. Connections shall have the right, at its own expense, to participate in the defense of any suit, without relieving Connections of any of its obligations hereunder.

12.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any state legislation, the Charter School shall defend, indemnify and hold Connections and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which Connections, its Affiliates and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any officer, agent, or employee of Connections or its Affiliates, as the case may be. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

12.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

**13. Limitation of Liabilities.**

13.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of Connections or its Affiliates, their directors, officers, employees, or agents.

13.2 In no event will Connections or its Affiliates and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

**14. Insurance.**

14.1 Connections Insurance. Connections will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by Connections, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker’s compensation insurance for any Connections employees provided under the terms of this Agreement. The Charter School may request to be included as an “additional insured” at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

14.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter Petition, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event Connections shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. Connections shall be included as an “additional insured” as to any such coverage. The Charter School will also maintain and keep in force Director and Officer’s Insurance in the amount required by the Authorizer or by the Charter Petition, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

14.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

**15. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:

Nexus Academy of Indianapolis  
c/o Better Blended Learning for

Indiana  
Address to Come

If to Connections:

Connections Academy of Indiana  
LLC  
c/o Connections Education LLC  
Attention: President  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

Cc:

Connections Education LLC  
Attention: General Counsel  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

## **16. Miscellaneous.**

16.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

16.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to Charter School Board, shall not be deemed a violation of this Agreement.

16.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

16.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

16.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

16.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

16.7 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Indiana. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Indiana, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

16.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

16.9 Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter Petition, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

16.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

16.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

16.12 Attendance at Meetings. During the Term, Connections will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate

without the express permission of the Charter School Board. The designated individuals shall also have the right to attend closed or executive sessions where such attendance is not prohibited by applicable law.

16.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

16.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15, 16.1, 16.2, 16.3, 16.5, 16.6, 16.7, 16.9, 16.10, 16.11, 16.13 and 16.14 shall survive the termination of this Agreement.

16.15 Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Indiana, and is not a division or a part of the Charter School. The Charter School is a Indiana not-for-profit education corporation authorized by the Charter School Law and is not a division or part of Connections. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the Charter School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement execute by Connections and the Charter School.

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**BETTER BLENDED LEARNING FOR INDIANA**

**CONNECTIONS ACADEMY OF INDIANA LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A – Certificate of Insurance Requirements**



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

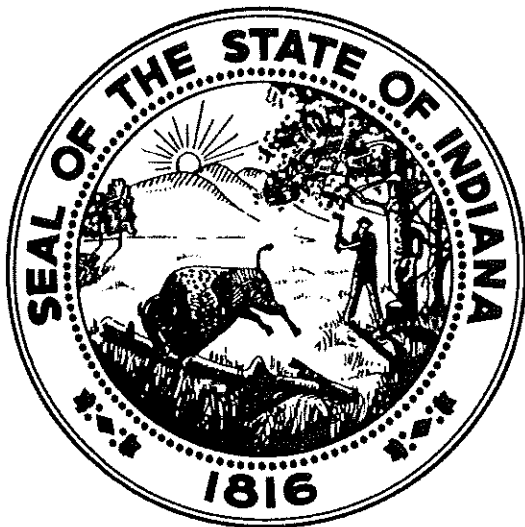
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
of  
**CONNECTIONS ACADEMY, LLC**

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Application for Amended Certificate of Authority of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

**CONNECTIONS EDUCATION LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, March 21, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 21, 2011.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,  
SECRETARY OF STATE



**APPLICATION FOR AMENDED  
CERTIFICATE OF AUTHORITY**

State Form 49462 (R/1-03)

Approved by the State Board of Accounts, 1999

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IND. SECRETARY OF STATE

MAR 21 2011

RECEIVED

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

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

MAR 11 PM 1:27

Indiana Code 23-18-11-5

FILING FEE: \$30.00

**NOTE:** This application must be accompanied by an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state, within the last sixty (60) days.

**APPLICATION FOR  
AMENDED CERTIFICATE OF AUTHORITY  
OF**

APPROVED  
AND  
FILED

*Charles P. White*  
IND. SECRETARY OF STATE

Connections Academy, LLC

Name of Limited Liability Company

**A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO  
TRANSACTION BUSINESS IN INDIANA**

The undersigned manager or member of Connections Academy, LLC

(hereinafter referred to as the "LLC"), which exists pursuant to the provisions of the laws of Delaware as  
(State or county of organization)  
amended, desire to obtain an Amended Certificate of Authority.

1. The above LLC received a Certificate of Authority to transact business in the State of Indiana on the 7 day of  
December, 2005.

2. The LLC desires to change its LLC name in Indiana as follows: Connections Education LLC.

3. The LLC has changed the period of its duration from \_\_\_\_\_ to \_\_\_\_\_

4. The LLC has changed the state or country of its organization from \_\_\_\_\_ to \_\_\_\_\_

In Witness Whereof, the undersigned, being the member of said  
(Manager or member)

LLC executes this Application for Amended Certificate of Authority and verifies, subject to penalties of perjury, that the  
statements contained herein are true, this 21 day of February, 2011.

Signature *Barbara Dreyer*

Printed name  
Barbara Dreyer

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

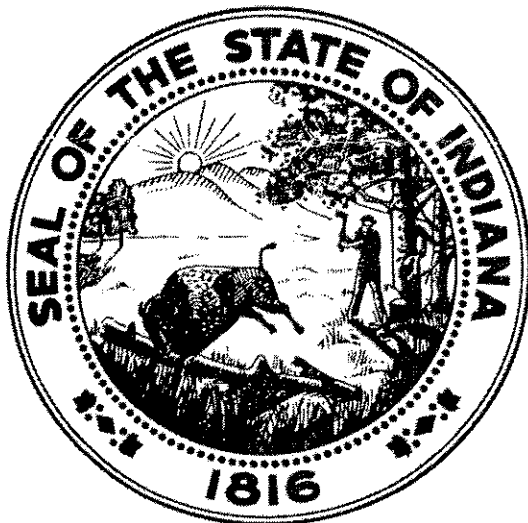
CERTIFICATE OF AUTHORITY

of

**CONNECTIONS ACADEMY, LLC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Application for Certificate of Authority of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 07, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 7, 2005.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE



**APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY**

State Form 49464 (R / 1-03)  
Approved by State Board Of Accounts 1999

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2005 DEC -6 PM 2:49

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

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

Indiana Code 23-18-11-4 et seq.

FILING FEE: \$90.00

This application cannot be accepted without an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state within the last sixty (60) days.  
This application cannot be accepted unless a registered agent with an Indiana street address is listed in ARTICLE II.

APPLICATION FOR CERTIFICATE OF AUTHORITY  
OF  
CONNECTIONS ACADEMY, LLC  
A FOREIGN LLC  
TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned manager or member of the above DELAWARE (State of Domicile) LLC  
desiring to effectuate the admittance of the LLC to transact business in the State of Indiana, under the name of  
CONNECTIONS ACADEMY, LLC certifies the following facts:  
(if using an assumed business name specify name above)

INDIANA SECRETARY OF STATE  
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2005 DEC -7 PM 3:48

**ARTICLE I: Name and Principal Office**

Name of LLC (Must be identical to name shown in Articles of Organization and Amendments thereto)  
CONNECTIONS ACADEMY, LLC

Address of the principal office of LLC (Number and street, city, state and ZIP code)  
1000 LANCASTER ST. 6TH FLOOR BALTIMORE MD 21202

**ARTICLE II: Registered Office and Registered Agent**

Name of the registered agent of the LLC  
Capitol Corporate Services, Inc.

Indiana address of the registered office of LLC (Number and street, city, state and Zip code)  
55 Monument Circle, Suite 1424, Indianapolis, IN 46204

**ARTICLE III: Date of Organization and Duration of Existence**

Date of organization in domiciliary state  
09/20/2004

Expected period of duration listed in the Articles of Organization  
PERPETUAL

**ARTICLE IV: Management**

- The Articles of Organization state that the LLC is to be managed by its members.
- The Articles of Organization provide for a manager or managers.

In witness whereof, the undersigned being the MEMBER of said LLC executes this  
(Manager or member)

Application For Certificate Of Authority, and verifies subject to penalties of perjury, that the facts contained herein are true this  
27<sup>th</sup> day of JULY, 2005.

Signature *Barbara Dreyer*

Printed name BARBARA DREYER, PRESIDENT

# Delaware

PAGE 1

## The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONNECTIONS ACADEMY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF NOVEMBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONNECTIONS ACADEMY, LLC" WAS FORMED ON THE THIRTIETH DAY OF OCTOBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

INDIANA SECRETARY OF STATE  
RECEIVED  
2005 DEC -7 PM 3:48



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3442739 8300

AUTHENTICATION: 4297903

050930646

DATE: 11-15-05



**APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY**

State Form 49464 (R / 1-03)  
Approved By State Board Of Accounts 1999

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

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Please TYPE or PRINT.  
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Indiana Code 23-18-11-4 et seq.

**FILING FEE: \$90.00**

*This application cannot be accepted without an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state within the last sixty (60) days.*  
*This application cannot be accepted unless a registered agent with an Indiana street address is listed in ARTICLE II.*

APPLICATION FOR CERTIFICATE OF AUTHORITY  
OF  
CONNECTIONS ACADEMY, LLC  
A FOREIGN LLC  
TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned manager or member of the above DE LAWARE LLC  
(State of Domicile)  
desiring to effectuate the admittance of the LLC to transact business in the State of Indiana, under the name of  
CONNECTIONS ACADEMY, LLC certifies the following facts:  
(if using an assumed business name specify name above)

**ARTICLE I: Name and Principal Office**  
Name of LLC (Must be identical to name shown in Articles of Organization and Amendments thereto)

CONNECTIONS ACADEMY, LLC  
Address of the principal office of LLC (Number and street, city, state and ZIP code)  
1000 LANCASTER ST. 6<sup>TH</sup> FLOOR BALTIMORE MD 21202

**ARTICLE II: Registered Office and Registered Agent**

Name of the registered agent of the LLC  
Capitol Corporate Services, Inc.  
Indiana address of the registered office of LLC (Number and street, city, state and Zip code)  
55 Monument Circle, Suite 1424, Indianapolis, IN 46204

**ARTICLE III: Date of Organization and Duration of Existence**

Date of organization in domiciliary state  
09/20/2004  
Expected period of duration listed in the Articles of Organization  
PERPETUAL

**ARTICLE IV: Management**

The Articles of Organization state that the LLC is to be managed by its members.  
 The Articles of Organization provide for a manager or managers.

In witness whereof, the undersigned being the MEMBER of said LLC executes this  
(Manager or member)  
Application For Certificate Of Authority, and verifies subject to penalties of perjury, that the facts contained herein are true this  
27<sup>TH</sup> day of JULY, 2005.

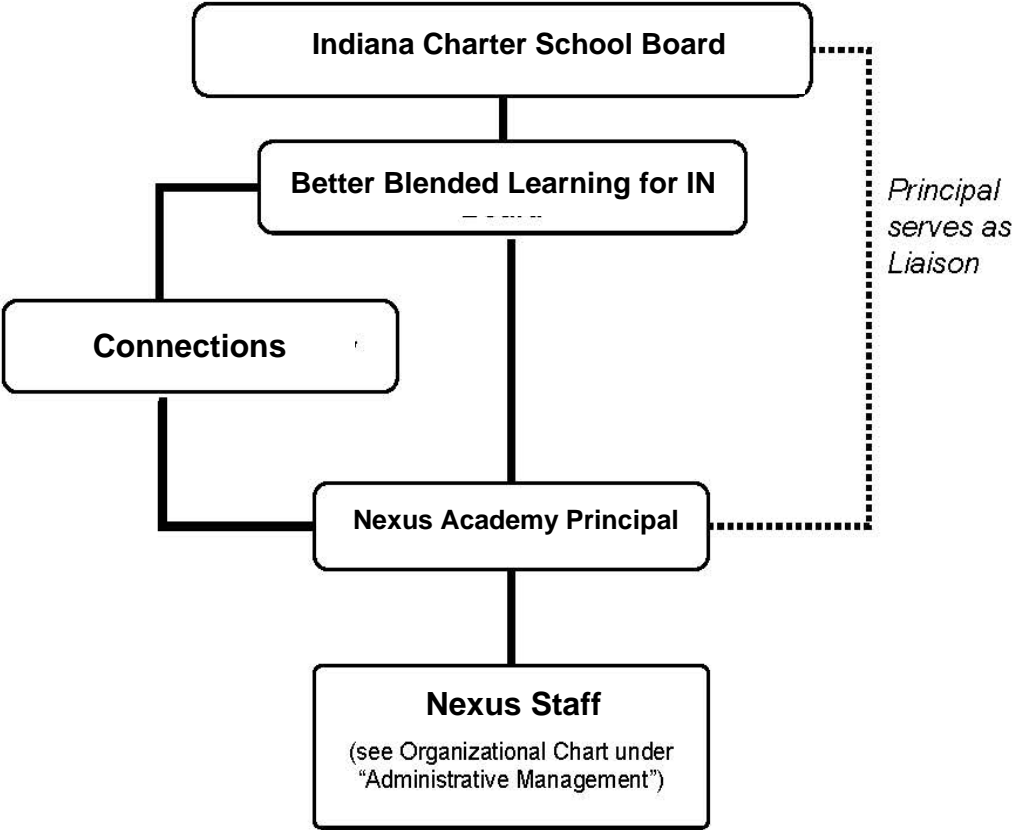
Signature  Printed name BARBARA DREYER, PRESIDENT

# **NEXUS ACADEMY**

## **ATTACHMENT 10**

### Organizational Charts

# Relationships of All Parties Involved





Indiana Charter School Board

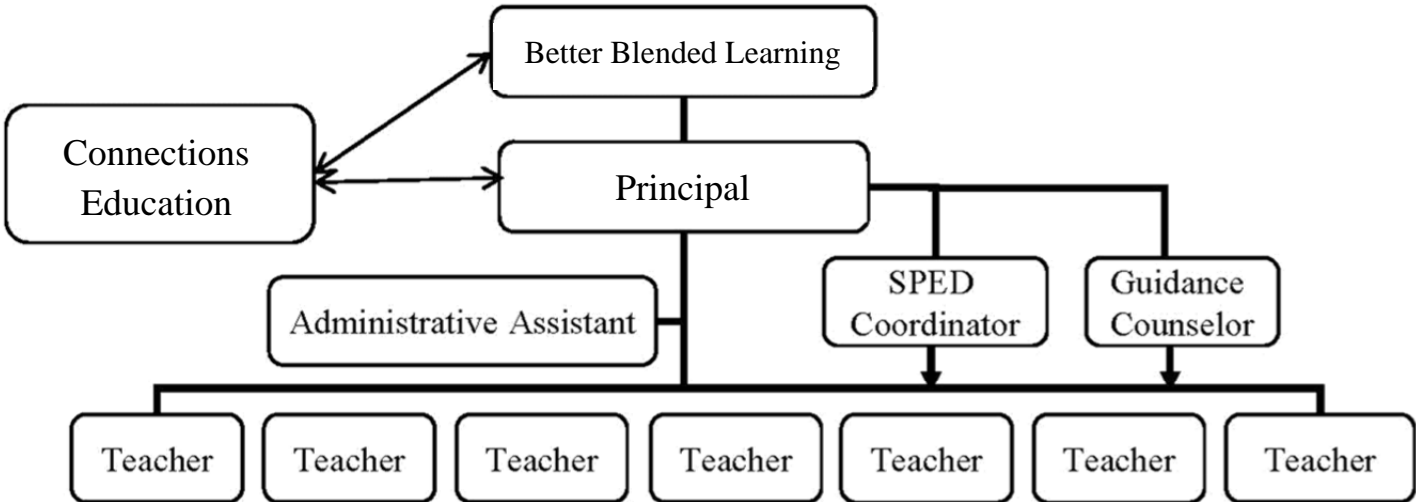
Better Blended Learning for IN

Connections Education

Nexus 1

Nexus 2

Nexus 3



Online and face-to-face teachers collaborate

# **NEXUS ACADEMY**

## **ATTACHMENT 11**

Course Scope  
and Sequence

**SCOPE AND SEQUENCE - TYPICAL HIGH SCHOOL COURSE PLAN**

(Note: 1 credit below = 2 Indiana credits)

Subject	Credits Required	1st	2nd	3rd	4th
English	4 credits	English 9	English 10	English 11	English 12
Mathematics	3 credits	Algebra I	Geometry	Algebra II	Other Math*** (Optional for Core 40)
Science	3 credits	Biology	Chemistry, Integrated Chemistry & Physics, or Physics	Other Science (Required)	Other Science (Optional)
Social Studies	3 credits	World History	US History	American Government* (.50)	Economics (0.5)
Physical Education & Health	1.5 credits	Physical Education & Personal Fitness	Health, Fitness, & Nutrition	College Prep w/ ACT (optional)	Career Exploration (optional)
Directive Electives	2.5 credits	Technical	World Language**	Fine Art Elective	
Electives	3 credits		Elective	Elective	Elective
Only Core 40 Academic Honors Diploma (AHD)		World Language**	World Language**	World Language**	World Language**
<b>Total Number of Required Credits</b>					<b>20 Credits</b>

Alignment to Common Core and other standards is built into courses. For detailed evidence of alignment, see <a href="http://bit.ly/lbHFFq">http://bit.ly/lbHFFq</a>	Unit Title	Lesson Days	Common Core Standards	21st Century Skills	Unit Essential Questions	Unit Summary	Unit Objectives	Unit Essential Vocabulary
	Unit 1: Fiction and Nonfiction	9	Writing 3, 5, 10; Reading Inform: 9, 6; Reading Lit: 10, 4, 1; Lang: 1; Speak & Listen 1, 3	1	What is the writing process, and how do you use it to write an autobiographical narrative? How can study skills help you become a more successful student? What are types of fiction and nonfiction?	The writing focus is on the writing process and using it to write an autobiographical narrative. Students will focus on study skills as the 21st Century Skill. Lastly, the literature focus is on an overview of fiction and nonfiction. Specifically, students will read nonfiction essays and compare themes in famous U.S. historical documents as well as fictional short stories, drama, and poems, focusing on tone, mood, and dramatic irony. Lastly, the language focus is on the parts of speech.	Use the writing process to write an autobiographical narrative; Analyze and apply study skills; Analyze literary works	Writing Process, Autobiographical Narrative, Fiction, Nonfiction, Tone, Mood, Irony, Parts of Speech

Nexus Academy students master standards through dozens of high-quality course choices in every curriculum area.

## COURSES 9-12

### English

- ▲ English 9 A\*
- ▲ English 9 B\*
- ▲ English 10 A\*
- ▲ English 10 B\*
- ▲ English 11 A\*
- ▲ English 11 B\*
- ▲ English 12 A\*
- ▲ English 12 B\*
- ▲ Journalism A
- ▲ Journalism B
- ▲ Speech and Debate

### Math

- Pre-Algebra A
- Pre-Algebra B
- ▲ Algebra 1 A\*
- ▲ Algebra 1 B\*
- Algebra 2 A\*
- Algebra 2 B\*
- Advanced Algebra with Financial Applications
- ▲ Precalculus A\*
- ▲ Precalculus B\*
- ▲ Calculus A
- ▲ Calculus B
- Consumer Math A
- Consumer Math B
- Explorations in Math A
- Explorations in Math B
- ▲ Geometry A\*
- ▲ Geometry B\*
- ▲ Statistics A
- ▲ Statistics B

### Science

- Biology A\*
- Biology B\*
- ▲ Chemistry A\*
- ▲ Chemistry B\*
- ▲ Earth Science A\*
- ▲ Earth Science B\*
- Earth Space Science A\*
- Earth Space Science B\*
- ▲ Environmental Science A

- ▲ Environmental Science B
- Marine Science A
- Marine Science B
- ▲ Physical Science A\*
- ▲ Physical Science B\*
- ▲ Physics A
- ▲ Physics B

### Social Studies

- ▲ American Government A\*
- ▲ American Government B\*
- ▲ Economics
- ▲ Geography and Society
- Personal Finance
- ▲ Psychology A
- ▲ Psychology B
- ▲ United States History A\*
- ▲ United States History B\*
- ▲ World Geography
- ▲ World History A\*
- ▲ World History B\*

### Health and Physical Education

- Health, Fitness, and Nutrition A
- Health, Fitness, and Nutrition B
- Personal Fitness
- Physical Education

### Humanities

- Art History A
- Art History B
- Digital Photography
- Music Appreciation

### Student Development

- Career Exploration
- Critical Thinking and Study Skills
- Driver's Education†
- Independent Study
- Introduction to Entrepreneurship I and II
- Life Management Skills
- SAT/ACT Preparation Courses

### Technology and Engineering

- Business Keyboarding
- Business Systems Technology
- Emergent Computer Technology
- Engineering Design I
- Game Design
- Introduction to Computers and Applications A
- Introduction to Computers and Applications B
- Programming I: VB.NET
- Programming II: Java
- Web Design I

### Visual and Performing Arts

- Art History
- Digital Arts I
- Digital Photography
- Music Appreciation

### World Languages

- ▲ Chinese I A
- ▲ Chinese I B
- ▲ Chinese II A
- ▲ Chinese II B
- Chinese III A
- Chinese III B
- ▲ French I A
- ▲ French I B
- ▲ French II A
- ▲ French II B
- ▲ French III A
- ▲ French III B
- ▲ French IV A
- ▲ French IV B
- ▲ German I A
- ▲ German I B
- ▲ German II A
- ▲ German II B
- ▲ German III A
- ▲ German III B
- ▲ Japanese I A
- ▲ Japanese I B
- ▲ Japanese II A
- ▲ Japanese II B
- Latin I A
- Latin I B
- Latin II A
- Latin II B

- Latin III A
- Latin III B
- ▲ Sign Language I A
- Sign Language II A
- ▲ Spanish I A
- ▲ Spanish I B
- ▲ Spanish II A
- ▲ Spanish II B
- ▲ Spanish III A
- ▲ Spanish III B
- ▲ Spanish IV A
- ▲ Spanish IV B

### Advanced Placement

- ▲ AP Art History†
- AP Biology†
- ▲ AP Calculus AB†
- ▲ AP Calculus BC†
- AP Computer Science A†
- AP English Language and Composition†
- AP English Literature and Composition†
- ▲ AP Environmental Science†
- AP Human Geography†
- ▲ AP Macroeconomics
- ▲ AP Microeconomics
- ▲ AP Physics B†
- ▲ AP Psychology
- ▲ AP Spanish Language†
- ▲ AP Statistics†
- AP United States Government and Politics
- AP United States History†
- AP World History†

\* Also offered as an Honors course

† Not available in all states

‡ Two-semester course must begin in fall semester

● Designates a brand new course

● Designates a course with updated content and/or materials

▲ Designates a course approved by the NCAA Eligibility Center

■ Designates a University of California a-g approved course

LET'S GROW.

## SAMPLE SCOPES – ENGLISH AND MATHEMATICS

### English 9 A

This is the first of two courses that comprise English 9. In this course, the student will take an in-depth look at a variety of literature selections. In reading and responding to these diverse selections, the student will gain a thorough understanding of fiction and nonfiction genres, including short stories, essays, poetry, and drama. The student will also read Jack London's *The Call of the Wild*. This selection enables the student to explore universal themes and make connections between the characters' experiences and his own. Harper Lee's *To Kill a Mockingbird* may be read instead of *The Call of the Wild*. Writing instruction focuses on analytical and expository writing but also provides opportunities for the student to write creatively.

### English 9 B

This is the second of two courses that comprise English 9. In this course, the student continues to explore a variety of literature selections from world literature, including well-known works. The student will learn strategies for reading epic poetry and study the characteristics of suspense stories. Also, the student will analyze the elements of drama as he reads William Shakespeare's *Romeo and Juliet*. George Orwell's *Animal Farm* may be read instead of *Romeo and Juliet*. Writing instruction focuses on analytical and expository writing including in-depth instruction in the process of writing a research paper. This project teaches the student to critically analyze primary and secondary sources and to effectively support his ideas with information gathered from outside sources.

### English 10 A

This is the first of two courses that comprise English 10. In this course, the student will explore the timeless themes of world literature, including works from the Americas, Europe, and Africa. In reading these diverse selections, the student will gain a thorough understanding of fiction genres, including classics, contemporary fiction, poetry, and drama. The student will also read Mark Twain's *Adventures of Huckleberry Finn*. John Steinbeck's novella *Of Mice and Men* may be read instead of *Adventures of Huckleberry Finn*. In reading these American literature selections and creating a multimedia presentation, the student will understand longer works of literature in their historical and literary context. Writing instruction guides the student through the process of composing expository and analytical essays. It also provides opportunities for the student to write creatively; the student will compose a short story and poem. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 10 B

This is the second of two courses that comprise English 10. In this course, the student will continue to explore the timeless themes of world literature, including works from Europe, the Middle East, Asia, and the Pacific Rim. In reading these diverse selections, the student will gain a thorough understanding of fiction genres, including classics, contemporary fiction, poetry, and drama. The student will also read Oscar Wilde's play *The Importance of Being Earnest*. George Bernard Shaw's play *Pygmalion* may be read instead of *The Importance of Being Earnest*. In reading these British plays and composing a dramatic scene, the student will understand drama in its historical and literary context. Writing instruction guides the student through the process of composing a descriptive portrait, a research paper, and a persuasive speech. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 11 A

This is the first of two courses that comprise English 11. In this course, the student will focus on the literary movements that comprise American literature, and trace the chronology of national literature from the early American and colonial period through the periods of Realism and Regionalism. In reading these diverse selections, the student will gain a thorough understanding of fiction, including short stories, poetry and drama; as well as nonfiction genres, including the oral tradition, seminal historical documents, and speeches. The student will also read Jerome Lawrence and Robert E. Lee's play *The Night Thoreau Spent in Jail*. Arthur Miller's play *The Crucible* may be read instead of *The Night Thoreau Spent in Jail*. In reading these American plays and composing a dramatic scene, the student will understand drama in its historical and literary context. Writing instruction guides the student through the process of composing a descriptive essay and modeling the style of an American author. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 11 B

This is the second of two courses that comprise English 11. In this course, the student will focus on the literary movements that comprise American literature, and trace the chronology of national literature from the Modernist through the

Contemporary period. In reading and responding to these diverse literature selections, the student will gain a thorough understanding of a myriad of fiction and nonfiction genres, including short stories, essays, poetry, drama, memoirs, and autobiographies. The student will also read F. Scott Fitzgerald's novel *The Great Gatsby*. Ernest Hemingway's novella *The Old Man and the Sea* may be read instead of *The Great Gatsby*. In reading these American literature selections, the student will understand longer works of literature in their historical and literary context. Writing instruction guides the student through the process of composing a literary analysis and a research paper. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

#### English 12 A

This is the first of two courses that comprise English 12. In this course, the student will take an in-depth look at early British literature from 449 to 1798 and will examine literary forms including the epic, poetry, drama, and the essay. The student will also read longer selections of literature that are representative of the historical setting, including Shakespeare's *Macbeth*. The student will read to gain an understanding and appreciation of the historical context from which the literature arose. Vocabulary development and mastery of critical grammar and communication skills prepare the student for writing creative narratives, and expository and persuasive essays.

#### English 12 B

This is the second of two courses that comprise English 12. In this course, the student continues to explore a variety of literature selections from British literature, including well-known works. The student will learn strategies for reading lyric poetry and study the characteristics of reflective essays. The student will analyze poetry, short stories, and essays from the Romantic Period, Victorian Age, and Modern Era and will determine how the historical context affected the thematic material and writing style from each era. Writing instruction focuses on literary analysis, including in-depth instruction in the process of writing a research paper. This project teaches the student to critically analyze primary and secondary sources and to effectively support his ideas with information gathered from outside sources.

#### Algebra 1 A

This course is the first of two that comprise Algebra 1. In this course, the student will gain a foundational understanding of the real number system, expressions, equations, and inequalities. The student will be taught to solve simple and multi-step equations and inequalities and represent those solutions graphically. In addition, students will explore linear or nonlinear functions and represent those functions on the coordinate plane. Finally, the student will solve systems of equations and inequalities and represent those solutions graphically. Throughout the course, problem solving, critical thinking, and real-world application of mathematical concepts will be required.

#### Algebra 1 B

**Prerequisites:** Successful completion of Algebra 1 A

This course is the second part of a two-part sequence covering Algebra 1. The student will use his knowledge of real number operations, expressions, equations, inequalities, and functions to solve algebra concepts. This course will introduce the student to exponents and use those exponent rules to solve exponential functions. The student will learn how to identify and solve polynomial equations using a variety of methods including factoring. The student will also learn how to work with quadratic functions and equations and represent both of those on a coordinate plane. Students will work with and solve both radical and rational expressions and equations. Finally, the student will be introduced to statistics and learn to how use data to apply to probability problems in theory in and real-world scenarios. Throughout the course, problem solving, critical thinking, and real-world application of mathematical concepts will be required.

#### Geometry A

**Prerequisites:** Successful completion of Algebra 1

This is the first of two courses that comprise Geometry. Throughout the course, the student will use virtual manipulatives and tools to explore the principles of logic, proofs, and constructions. The student will use the midpoint and distance formulas to solve a variety of problems involving the coordinate plane. The student will also study parallel and perpendicular lines, including special angle pairs. The student will use triangle concepts to find angle measures, prove triangles congruent, and discover relationships within one and two triangles. This course will conclude with the study of polygons and quadrilaterals, during which the student will learn the properties and formulas to find angle measures and classify parallelograms. Throughout the course, the student will learn concepts through a variety of instructional strategies, solve real-world applications, and complete an assortment of activities.

#### Geometry B

**Prerequisites:** Successful completion of Geometry A

This is the second of two courses that comprise Geometry. Throughout the course, the student will use virtual manipulatives and tools to explore area, surface area, and volume, and study the concept of similarity as it relates to various figures. The student will use Trigonometry and right triangle concepts, such as 30-60-90, 45-45-90, and the Pythagorean Theorem to solve problems. The student will also be introduced to vectors and learn to solve problems involving magnitude and direction. In addition, the student will study transformation concepts, such as translations, reflections, rotations, and dilations as well as concepts associated with symmetry. The student will learn to use formulas to find the areas of a variety of two-dimensional shapes. This course concludes with an exploration of concepts related to circles, such as arcs, angles, and intersecting lines such as chords, secants, and tangents. Throughout the course, the student will learn concepts through a variety of instructional strategies, solve real-world applications, and complete an assortment of activities.

### Algebra 2 A

**Prerequisites:** Successful completion of Algebra 1 and Geometry

Students continue their exploration of higher-level mathematics in this comprehensive course. After reviewing concepts from Algebra 1, students in Algebra 2 A move into studying linear systems, graphing, and matrices. Students build upon previous knowledge of quadratic equations and functions and begin to examine polynomials and their functions.

### Algebra 2 B

**Prerequisites:** Successful completion of Algebra 2 A

Radical functions, exponents, periodic functions, and statistics round out the Algebra 2 curriculum in the B course. Students study radical functions and rational exponents in preparation for working with exponential and logarithmic functions. Rational functions, quadratic relations, and probability are also explored in detail, preparing students for continued study in precalculus.

### Precalculus A

**Prerequisites:** Successful completion Algebra 2

This course is an in-depth study of functions and a review of algebraic, geometric, and trigonometric principles and techniques. Students investigate and explore the characteristics of linear, polynomial, and trigonometric functions, and use graphing calculators to solve and evaluate various functions, equations, and inequalities.

### Precalculus B

**Prerequisites:** Successful completion of Precalculus A

The second course in Precalculus examines vectors and parametric equations, complex numbers, and exponential and logarithmic functions. The final unit introduces students to the fundamentals of calculus. Mathematical reasoning and problem solving skills are stressed as students prepare for future high school or college coursework in calculus.

### Calculus A

**Prerequisites:** Successful completion of Precalculus or Algebra 2

Calculus A introduces limits, differentiation, and applications of differentiation. The student will find and evaluate finite and infinite limits graphically, numerically, and analytically. The student will find derivatives using a variety of methods including the chain rule and implicit differentiation. Then the student will use the first derivative test and the second derivative test to analyze and sketch functions. Finally, the student will find derivatives using a variety of methods including substitution.

### Calculus B

**Prerequisites:** Successful completion of Calculus A

Calculus B introduces integration of functions, differential equations, and applications of integration. The student will calculate antiderivatives using a variety of methods including substitution. The student will evaluate integrals using a variety of methods including numerical integration. Then the student will understand and apply Riemann sums, definite integrals, and the Fundamental Theorem of Calculus. In particular, the student will differentiate and integrate logarithmic, exponential, and inverse trigonometric functions. The student will solve simple differential equations, which can be solved by separation of variables, and use the calculations to solve applied problems. The student will use integration to determine the area between two curves, volume, and surface area. Finally, the student will apply integration to determine work, center of mass, and fluid force. The use of a graphing calculator is considered an integral part of the course and the student will use a graphing calculator throughout this course.

For complete descriptions of all high school courses, see <http://bit.ly/qxuZMo>.



# **NEXUS ACADEMY**

## **ATTACHMENT 12**

Academic and  
Exit Standards

<b>Subject Area</b>	<b>Indiana Core40 Requirements</b> (semester course = 1 credit)	<b>Nexus Academy Curriculum</b>
<b>English</b>	<b>8 credits</b> <b>(1 per semester):</b>  Including a balance of literature, composition and speech.	<ul style="list-style-type: none"> <li>• English 9 A and B – Basic, Standard, Honors</li> <li>• English 10 A and B – Basic, Standard, Honors</li> <li>• English 11 A and B – Basic, Standard, Honors</li> <li>• English 12 A and B – Basic, Standard, Honors</li> <li>• AP English Language A and B</li> <li>• AP English Literature A and B</li> </ul>
<b>Mathematics</b>	<b>6 credits</b> <b>(1 per semester):</b>  2 credits: Algebra I 2 credits: Geometry 2 credits: Algebra II  <i>Or complete Integrated Math I, II, and III for 6 credits.</i>  <i>Students must take a math or quantitative reasoning course each year in high school</i>	<ul style="list-style-type: none"> <li>• Algebra 1 A and B – Basic, Standard, Honors</li> <li>• Geometry A and B – Basic, Standard, Honors</li> <li>• Algebra 2 A and B – Basic, Standard, Honors</li> <li>• Precalculus A and B – Standard and Honors</li> <li>• Calculus A and B</li> <li>• Advanced Algebra with Financial Applications</li> <li>• AP Statistics A and B</li> <li>• AP Calculus AB A and B</li> <li>• AP Calculus BC A and B</li> <li>• Pre-Algebra A and B</li> <li>• Consumer Math A and B</li> <li>• Explorations in Mathematics A and B</li> </ul>
<b>Science</b>	<b>6 credits, including:</b>  2 credits: Biology I  2 credits: Chemistry I or Physics I or Integrated Chemistry-Physics  2 credits: any Core 40 science course	<ul style="list-style-type: none"> <li>• Biology A and B – Basic, Standard, Honors</li> <li>• Earth Science A and B – Standard and Honors</li> <li>• Chemistry A and B – Standard and Honors</li> <li>• Environmental Science A and B</li> <li>• Physical Science A and B</li> <li>• Physics A and B</li> <li>• AP Biology A and B</li> <li>• AP Environmental Science</li> <li>• AP Physics A and B</li> </ul>
<b>Social Sciences</b>	<b>6 credits, including:</b>  2 credits: U.S. History  1 credit: U.S. Govt  1 credit: Economics  2 credits: World History/ Civilization or Geography/ History of the World	<ul style="list-style-type: none"> <li>• United States History A and B – Basic, Standard, Honors</li> <li>• World History A and B – Basic, Standard, Honors</li> <li>• American Government A and B – Basic, Standard, Honors</li> <li>• Economics</li> <li>• AP U.S. Government</li> <li>• AP U.S. History A and B</li> <li>• AP World History A and B</li> <li>• AP Microeconomics</li> <li>• AP Macroeconomics</li> <li>• AP Human Geography</li> </ul>
<b>Directed Electives</b>	<b>5 credits</b>  World Languages	<u>World Languages</u> <ul style="list-style-type: none"> <li>• Spanish I A/B, II A/B, III A/B, IV A/B</li> <li>• French I A/B, II A/B, III A/B, IV A/B</li> </ul>

	<p>Fine Arts</p> <p>Career and Technical Education</p>	<ul style="list-style-type: none"> <li>• German I A/B, II A/B</li> <li>• Japanese I A/B, II A/B</li> <li>• Mandarin Chinese I A/B, II A/B, III A/B</li> <li>• Latin I A/B, II A/B, III A/B</li> <li>• AP Spanish A/B</li> <li>• AP French A/B</li> <li>• American Sign Language 9-12</li> </ul> <p><u>Fine Arts</u></p> <ul style="list-style-type: none"> <li>• Digital Arts I</li> <li>• Art History A and B</li> <li>• Digital Photography (.5 credit)</li> <li>• Music Appreciation (.5 credit)</li> <li>• AP Art History A and B</li> </ul> <p><u>Career</u></p> <ul style="list-style-type: none"> <li>• Career Exploration</li> <li>• Introduction to Entrepreneurship I and I</li> </ul> <p><u>Technology</u></p> <ul style="list-style-type: none"> <li>• Business Keyboarding</li> <li>• Business Systems Technology</li> <li>• Emergent Computer Technology</li> <li>• Engineering Design I</li> <li>• Game Design</li> <li>• Introduction to Computers and Applications A</li> <li>• Introduction to Computers and Applications B</li> <li>• Programming I: VB.NET</li> <li>• Programming II: Java</li> <li>• Web Design I</li> </ul>
<b>Physical Education</b>	<b>2 credits</b>	<ul style="list-style-type: none"> <li>• Personal Fitness</li> <li>• Physical Education</li> <li>• Yoga</li> </ul>
<b>Health and Wellness</b>	<b>1 credit</b>	<ul style="list-style-type: none"> <li>• Health, Fitness, and Nutrition A and B</li> </ul>
<b>Electives</b>	<b>6 credits</b>	<p><u>Electives</u></p> <ul style="list-style-type: none"> <li>• World Languages/Fine Arts/Career and Technology beyond requirements</li> <li>• Journalism A and B</li> <li>• Speech and Debate</li> <li>• Geography</li> <li>• Psychology A and B</li> </ul>

		<ul style="list-style-type: none"> <li>• Personal Finance</li> <li>• Driver's Education</li> <li>• College Prep with ACT</li> <li>• College Prep with SAT</li> <li>• AP Psychology</li> </ul>
<b>TOTAL</b>	<b>40 Credits (minimum)</b>	

### CORE 40 WITH ACADEMIC HONORS: MINIMUM 47 CREDITS

For the **Core 40 with Academic Honors** diploma, students must:

- Complete all requirements for Core 40.
- Earn 2 additional Core 40 math credits.
- Earn 6-8 Core 40 world language credits (6 credits in one language or 4 credits each in two languages).
- Earn 2 Core 40 fine arts credits.
- Earn a grade of a "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following:
  - A. Earn 4 credits in 2 or more AP courses and take corresponding AP exams
  - B. Earn 6 verifiable transcribed college credits in dual credit courses from priority course list
  - C. Earn two of the following:
    1. A minimum of 3 verifiable transcribed college credits from the priority course list,
    2. 2 credits in AP courses and corresponding AP exams,
    3. 2 credits in IB standard level courses and corresponding IB exams.
  - D. Earn a combined score of 1750 or higher on the SAT critical reading, mathematics and writing sections and a minimum score of 530 on each
  - E. Earn an ACT composite score of 26 or higher and complete written section

### CORE 40 WITH TECHNICAL HONORS: MINIMUM 47 CREDITS

For the **Core 40 with Technical Honors** diploma, students must:

- Complete all requirements for Core 40.
- Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:
  1. Pathway designated industry-based certification or credential, or
  2. Pathway dual credits from the lists of priority courses resulting in 6 transcribed college credits
- Earn a grade of "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following,
  - A. Any one of the options (A - F) of the Core 40 with Academic Honors
  - B. Earn the following scores or higher on WorkKeys; Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information-Level 5.
  - C. Earn the following minimum score(s) on Accuplacer: Writing 80, Reading 90, Math 75.
  - D. Earn the following minimum score(s) on Compass; Algebra 66, Writing 70, Reading 80.

## Promotion Requirements

Classification	Grade	Minimum # of Credits
Sophomore	10	10
Junior	11	20
Senior	12	32

The following credits are required to be promoted from one grade to the next:

At the time of a student's enrollment, school counselors will establish estimated grade levels based on preliminary information about previously earned credits and/or number of semesters a student has attended high school. Student grade levels will be updated twice each year – once in the fall and again at the end of the school year. The automatic adjustments are based on the student's earned and verified credits recorded in Connexus.

In certain situations, the counselor, in consultation with the student, parent, and/or school administrator, may adjust the student's grade to most appropriately match the student's current academic needs.

## Graduation and Diploma Requirements

To be eligible to graduate and receive a diploma from Nexus Academy, a student must meet **all** of the following requirements:

- Be enrolled at Nexus Academy during the semester immediately prior to graduation, and **not** be full-time enrolled in any other school.
- Earn a minimum of 5 of the credits (or 10 courses) required for graduation at Nexus Academy, with at least 1.5 of these credits (or 3 courses) earned in the semester immediately prior to graduation.
- Earn a total of 20 credits (in specific areas and subjects as outlined in this handbook)
- Pass any state-mandated tests including End of Course Assessments.
- Meet any other additional graduation requirements required by the school or state.

## Early Graduation

Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the school principal. The principal and other appropriate school staff will then review the student's records to ensure that all graduation requirements have been met.

# **NEXUS ACADEMY**

## **ATTACHMENT 13**

School Calendar  
and Schedule

## Indiana Teacher Calendar 2012-13

Name of School: Nexus Academy of Indianapolis

Principal: TBA

School Hours: 9 am – 5 pm

<i>First Day of School (Teachers)</i>	August 6, 2012
<i>First Day of School (Students)</i>	August 20, 2012
<b>Labor Day</b> (No School for Students)	September 3, 2012
<b>Fall Break</b> (No School for Students)	October 18-19, 2012
<b>Thanksgiving Break</b> (No School for Students)	November 22-23, 2012
<b>Winter Break</b> (No School for Students)	December 24, 2012 – January 8, 2013
<i>First Semester End Date</i>	January 15, 2012
<b>Martin Luther King, Jr. Day</b> (No School for Students)	January 21, 2013
<b>Presidents' Day</b> (No School for Students)	February 18, 2013
<b>Spring Break</b> (No School for Students)	April 1-5, 2013
<b>Memorial Day</b> (No School for Students)	May 27, 2013
<i>Last Day of School (Students)</i>	May 31, 2013
<i>Last Day of School (Teachers)</i>	June 14, 2013

## Indiana Student Calendar 2012-13

Name of School: Nexus Academy of Indianapolis

Principal: TBA

School Hours: 9am – 5 pm

<i>First Day of School</i>	August 20, 2012
<b>Labor Day</b> (No School for Students)	September 3, 2012
<b>Fall Break</b> (No School for Students)	October 18-19, 2012
<b>Thanksgiving Break</b> (No School for Students)	November 22-23, 2012
<b>Winter Break</b> (No School for Students)	December 24, 2012 – January 8, 2013
<i>First Semester End Date</i>	January 15, 2012
<b>Martin Luther King, Jr. Day</b> (No School for Students)	January 21, 2013
<b>Presidents' Day</b> (No School for Students)	February 18, 2013
<b>Spring Break</b> (No School for Students)	April 1-5, 2013
<b>Memorial Day</b> (No School for Students)	May 27, 2013
<i>Last Day of School</i>	May 31, 2013

### SAMPLE SCHEDULES

At Nexus Academy, students come to the school site in two shifts – morning (e.g., 9 am-1 pm) and afternoon (e.g., 1 pm- 5pm). Each shift also has time set aside for team and/or shift meetings to address school culture. It is anticipated that 20% of students may need or want to spend additional time at the school site for tutoring, counseling, activities, or team projects. In addition, students will continue to access online courses outside of the school site on their own “flex” time. Nexus Academy will meet the required 180 days of instruction via this combination of onsite and offsite coursework while accommodating students’ unique learning needs and interests. The sample schedules that follow demonstrate the school’s unique scheduling approach.



SAMPLE SCHEDULE - Taylor George, 9th Grade					
	Onsite			Online Only	
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15	Morning Team Meeting				
9:15-10:00	Algebra 1	English 9	Algebra 1	English 9	Digital Arts
10:00-10:30					
10:30-11:00	English 9	Algebra 1	English 9	World History	English 9
11:00-11:30					
11:30-12:00	Spanish	Biology (incl Lab)	PE: Fitness Session	PE: Fitness Session	Lunch and Algebra Project Team Meeting (Leave at 1)
12:00-12:30					
12:30-1:00	Lunch and Robotics Club (Leave at 1:30)	Lunch (Leave at 1)	Lunch (Leave at 1)	Lunch & Counseling Session (Leave at 1:30)	
1:00-1:30					
1:30-2:00	Internship at Community Theater, Soccer, Family Time				
2:00-2:30					
2:30-3:00					
3:00-3:30					
3:30-4:00					
4:00-4:45					
4:45-5:00					
Flex-Time Coursework Online (60-90 minutes)					

SAMPLE SCHEDULE - Shawna Burke, 10th Grade					
	Onsite			Online Only	
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15	Ease into homework and flex-time courses				
9:15-10:00					
10:00-10:30					
10:30-11:00					
11:00-11:30					
Flex-Time Course Work Online (60-90 minutes)	US History	Intro to Entrepreneurship	Health	Health	US History
12:30-1:00		Yearbook Club Meeting and Lunch (arrive at 12:30)		Lunch and English 10 Project/Class (arrive at 12:30)	
1:00-1:30	Lunch and Geometry		Lunch and Geometry		Lunch and Geometry
1:30-2:00					
2:00-2:30	English 10	Geometry	English 10	Geometry	English 10
2:30-3:00					
3:00-3:30	Physical Science	U.S. History	Introduction to Entrepreneurship	Physical Science	PE/Fitness Session
3:30-4:00					
4:00-4:45	Chinese II	Chinese II		Chinese II	
4:45-5:00	Afternoon Team Meeting				

SAMPLE SCHEDULE - Jorge Ortiz, 11th Grade		Onsite	Online Only			
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	
9:00-9:15	Elite Figure-Skating Training (access online courses at rink)					
9:15-10:00						
10:00-10:30						
10:30-11:00						
11:00-11:30						
Flex-Time Course Work Online (60-90 minutes)	Latin II	Latin II	Latin II	Latin II	Latin II	
1:00-1:30	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	
1:30-2:00	Lunch and Algebra 2	Lunch and American Government	Lunch and Algebra 2 incl Project Team Work	Lunch and American Government	Lunch and Algebra 2	
2:00-2:30	Chemistry with Lab	Music Appreciation	Counseling/ Advisory	Chemistry with Lab	Music Appreciation	
2:30-3:00						
3:00-3:30						
3:30-4:00	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	
4:00-4:45						
4:45-5:00	Afternoon Team Meeting					

SAMPLE SCHEDULE - Jawan Andrews, 12th Grade		Onsite	Online Only			
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	
9:00-9:15	Morning Team Meeting					
9:15-10:00	AP Calculus AB	AP English Literature	AP Calculus AB	AP English Literature	AP Calculus AB	
10:00-10:30	AP Environmental Science	Economics	AP Environmental Science	Game Design	AP Environmental Science	
10:30-11:00						
11:00-11:30						
12:30-1:00	Fitness Center		Fitness Center		Fitness Center	
1:00-1:30	Takes lunch to go -  Job at High-Tech Company					
1:30-2:00						
2:00-2:30						
2:30-3:00						
3:00-3:30						
3:30-4:00						
4:00-4:45						
4:45-5:00						
Flex-Time Course Work Online (60-90 minutes)	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	

# **NEXUS ACADEMY**

## **ATTACHMENT 14**

### Enrollment Policy

<b>PROPOSED Expedited Student Recruitment/Enrollment for 2012-13 School Year</b>	
<b>DATE</b>	<b>ACTIVITY</b>
April-May 2012	Initial outreach begins to maximize collection of Registrations/Intents to Enroll (with clear communication of contingencies)
Late May 2012	Charter approval
June 8, 2012	Proposed Registration deadline to determine need for Lottery (if number of Registrations does not exceed 200, no lottery necessary, move directly into enrollment process)
By June 15, 2012	Lottery – if necessary
June-July 2012	Enrollment process – including information sessions and on-site enrollment assistance events
August 10, 2012	Majority of student enrollments complete for 2012-13 school year (enrollment process continues)
August 20, 2012	Proposed first day of school

## **SAMPLE ENROLLMENT INSTRUCTIONS FOR FAMILIES**

### **Expression of Interest/Registration**

1. Intrigued by Nexus Academy? Visit the website and complete an online Expression of Interest form so we can let you know about all of our upcoming information sessions and other opportunities to learn about the school. Just fill in your student's name, contact information, and grade level for the coming year.
2. Now that you've fully researched the Nexus Academy program, think this school might be right for your student? Click the button below to go to the Registration stage. The deadline for Registration is Month/Date/Year. If more students are registered on that date than the school has room for, we'll hold a lottery. If not, you'll be able to move directly into the Enrollment Application stage.

### **Enrollment Application Stage**

1. **Welcome to the Enrollment Application stage.** If you are in this stage, it means your child has been selected in the lottery or that no lottery was necessary. Please check here frequently for enrollment instructions and regular announcements from the Enrollment Team, complete the online Student Information Form (SIF) and Family Information Form (FIF), view a checklist of required documents, and complete and print enrollment forms.
2. **Complete the online SIF and FIF.** Confirming the information in the SIF and the FIF is the first step in the enrollment process. Once you confirm and complete these online forms, we will be able to provide you with detailed information about what documents will need to be submitted for your student. Access the SIF and FIF by clicking on the appropriate links in the Enrollment Details Required Items section of your home page. When the form is complete, click on the **Save and Finish** button.
3. **Review the enrollment package.** You will receive an enrollment package in the mail containing most of the forms you will need to complete for your student's enrollment. You can also download these documents by clicking on the **Enrollment Package** link in the Enrollment Details section of your home page. After you complete the SIF and FIF, some additional conditionally-required items will be available to download by clicking on the appropriate link in the Enrollment Details section of your home page. Please carefully review both the Enrollment Details section and the enrollment package. Follow the directions for submitting documents in the next stage of enrollment process — the pre-approved stage. Carefully read the requirements noted on the Document Cover Page of the Enrollment Package mailed to you and the instructions on each form. Forms included in this package must be completed and sent to us by fax, email, WebMail, or mail.

### **Pre-Approved Stage**

During the pre-approved stage, you will do the following:

- 1. Review the enrollment instructions.** Carefully read the instructions in the Enrollment Package mailed to you and in the Enrollment Details section of your Connexus home page.
- 2. Gather the required documents.** Like any public school, we require certain documents to enroll your student such as proof of residency, guardianship, immunization information, and your student's most recent academic documentation. All required documents will be listed in the Enrollment Details section of your home page. Most of the forms you need to complete and submit are also in the Enrollment Package mailed to you.
- 3. Complete and submit all forms and documents.** Send all required items right away. If documents are not received within 30 days your account may be deactivated. Include a completed Document Cover Page with each package. Aside from the SIF and FIF, which can be completed and submitted online, all forms and documents must be submitted by fax, email, WebMail, or mail. Submit your package electronically, by fax, email, or WebMail, for a quicker response time.

Once we receive your documents, we will verify your student's eligibility (based on grade and Indiana residency) and ensure that your submitted documents meet state requirements. Your student's course placement will be finalized during this stage of enrollment. You will be contacted via WebMail, phone, or mail about missing or invalid information. The key to efficient completion of this enrollment phase is to regularly check your home page, which provides a real-time view of the status of the documents you submit and your student's enrollment. Your home page also shows important enrollment announcements, provides an easy way for you to communicate with the Enrollment Team, and provides access to your WebMail messages.

If you see that a document is invalid, and you have not been contacted, please call the Enrollment Team at 800-382-6010 right away for more information.

In the pre-approved stage, we may ask your student to complete a placement test to help our academic advisors determine final course placement. If your student has been assigned a test, you will see a link in the Enrollment Details section (Placement Information) of your home page.

### **Enrolled (Approved) Stage**

During the approved stage, you will complete the Final Confirmation for each student. Following Final Confirmation, the team at Nexus Academy will finalize your students' course schedule, invite your family to on-site and online orientations, and otherwise get ready for school to begin.

#### Lottery Procedure:

At the Registration deadline, Nexus Academy will review the number of student registrations on file. In the event the number of registrants for Nexus Academy exceeds the number of students approved in the charter application, the school will conduct a lottery. A third-party witness (such as an ICSB representative) will be asked to conduct the lottery – essentially clicking a link to create a randomized list in real time of verified data in the registration system. Students will be announced in the order they appear on the randomized list, including wait-listed students. A deadline will be announced for completion of the remainder of the enrollment process, and lottery-selected students must have a complete enrollment application on file by the deadline or lose their place to those on the waitlist. Applications will continue to be accepted after the lottery, with applicants added to the waitlist in the order in which they complete their applications. For students selected in the lottery, a deadline will be announced for completion of the remainder of the enrollment process, and lottery-selected students must have a complete enrollment application on file by the deadline or lose their place to those on the waitlist. Once enrolled, students will not be required to reapply in subsequent academic years, but will need to complete information confirming their intent to return.

# **NEXUS ACADEMY**

## **ATTACHMENT 15**

### Student Discipline Policy

**THIS DRAFT DISCIPLINE POLICY WILL BE REVIEW, MODIFIED AND ADOPTED BY  
THE BETTER BLENDED LEARNING FOR INDIANA GOVERNING BOARD AS PART OF  
THE SCHOOL HANDBOOK PROVIDED TO EVERY STUDENT AND PARENT**

Appropriate conduct is expected of all students at Nexus Academy. School students are guaranteed due process of law as required by the 14th Amendment to the Constitution. The student's code of conduct will be explained in the school's handbook and includes steps to be followed in the event of misbehavior.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA), the disciplinary procedures required by the IDEA will be followed. In the event a student has disabilities under both Section 504 and the IDEA, both policies shall be followed in determining appropriate disciplinary actions.

### **Discipline Measures**

There are three levels of disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level has associated conduct breach definitions and corresponding disciplinary actions that may occur.

#### **1. Warning**

Students who receive warnings from the school will have a conference (via phone or in person) with their parent/guardian(s) and the school administrator(s), and the incident will be formally documented in writing and will become part of the student's permanent record. The student will not have a disruption in schooling and will not be removed from the class. Warnings are issues when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in the School Handbook.

#### **2. Suspension**

When a student is suspended, he or she is temporarily removed from class or a school sponsored program or activity, and will spend the suspension period either in school or at home at the school administrator's discretion. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student's permanent record. The student is expected to continue with his or her schoolwork during a suspension. Violations that may lead to suspension include, but are not limited to, the following breaches of conduct:

- Cheating on tests or daily work: A student who knowingly participates in copying, using another's work, and representing it as his or her own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- Plagiarism: A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.
- Unexcused absence: An unexcused absence is the absence of a student due to truancy or an absence for which the parent cannot produce proper documentation (e.g., a note from a doctor in the case of illness.)
- Illegal absence: Illegal absences are unexcused absences by a student who is under the age of 17 who are absent from school due to avoidable absences, unapproved family vacations, and truancy.
- Abusive conduct: A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- Bullying: A student who repeatedly engages in negative actions against another student in an attempt to exercise control over him or her.
- Harassment: A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit

from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.

- **Vandalism:** A Student who intentionally damages or destroys school property or records (physical or electronic). In these instances the school reserves the right to contact the proper law enforcement agency(ies).
- **Theft and robbery:** A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances the school reserves the right to contact the proper law enforcement agency.
- **Sexual harassment:** A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.
- **Violation of acceptable use policy:** Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.
- **Repeated violation of any disciplinary issues.**

### **3. Expulsion**

When a student is expelled, he or she is separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a Student is a serious threat to the safety of others, possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

#### **Due Process**

The following actions will be conducted by the school, per each of the disciplinary measures as outlined below:

**Suspension up to 5 days:** An informal hearing will be convened with the student, parent, school principal and other staff members as appropriate. At this hearing, the student will be provided all due process as required by law. The school principal will inform the student and parent of the charges. Should the student not admit to the charges, he or she will be provided an explanation of the evidence. The student will be provided with an opportunity to present his or her version of the occurrence. If the school principal determines that the occurrence justifies suspension, written notice will be sent to the student.

**Suspension of an additional 10 days:** The Superintendent may extend the temporary suspension an additional ten (10) school days.

**Suspension of an additional 5 days:** The School Board may extend the temporary suspension an additional five (5) days if determined it would be detrimental to other student's health, welfare, or safety.

**Expulsion:** The Board, through the school administrator, will provide written notice to the parent/guardian of the student. Within a reasonable period of time following such notification, the Board will grant the student and his/her parent/guardian a full and fair hearing on the proposed expulsion or denial of enrollment. The formal expulsion hearing will be before the Board who will make the final decision. The hearing may include the student, parent, school principal, and other staff members, as appropriate. At this hearing, the student will be provided all due process as required by law. Students shall have the right to be represented by counsel and the right to call witnesses and to cross-examine adult witnesses. The charges will be reviewed and if the charges are not admitted to, the student and parent shall be provided with an explanation of the evidence. The student will be provided with an opportunity to present his or her version of the occurrence. The Board of Trustees, through the school administrator, will provide notification to the parents/guardian regarding long long-term suspension, expulsion or an alternative, and the Board will make the discipline determination.



# **NEXUS ACADEMY**

## **ATTACHMENT 16**

Evidence of Support from  
Community Partners

## COMMUNITY PARTNERSHIPS PLAN

Through the relationships of its Governing Board members throughout Indianapolis as well as those of Connections Education and Indiana Connections Academy, Nexus Academy is confident of securing partnerships with the follow for purposes as specified:

<b>PARTNER</b>	<b>PURPOSE</b>
Indianapolis Indians	Sports Business guest speakers and internships
Indianapolis Colts	Sports Business guest speakers and internships
Indiana Pacers	Sports Business guest speakers and internships
NCAA	Sports Policy and Economics
Lids Inc.	Sports Business guest speakers and internships
Ivy Tech	Dual Enrollment/Early College
Butler University	Dual Enrollment/Early College

# **NEXUS ACADEMY**

## **ATTACHMENT 17**

Start-Up Plan

**NEXUS ACADEMY OF INDIANAPOLIS  
WEEK BY WEEK START-UP PLAN  
(Note: ICSB requested this plan for June-August,  
but the Nexus Academy team is including  
pre-authorization activities as well for context.)**

<b>Week(s) of:</b>	<b>Task (Connections is Responsible Party unless otherwise noted)</b>
4/9-4/30	<p>Board training</p> <p>Preliminary recruiting for school leader</p> <p>Facilities negotiations – to down-sample to one preferred site</p> <p>Preliminary student recruiting (gathering Registrations/ expressions of interest, etc. – focus on 1000+ prospects in database)</p> <p>Review of management agreement by Board and Board counsel</p>
5/7-5/28	<p>Selection of facility, negotiation of contingent lease, calendaring of inspections and preparation for buildout</p> <p>Board interviews with prospective school leaders</p> <p>Preliminary recruitment for school administrative staff and teachers</p> <p>Preliminary student recruiting continues – push for Registrations/expressions of interest</p> <p>Board meeting</p>
5/28	<p>Immediately upon charter approval:</p> <ul style="list-style-type: none"> <li>- Signing of lease and launch of facility buildout</li> <li>- Hiring and onboarding of school leader</li> <li>- Student recruitment push to maximize Registrations</li> </ul> <p>Special Board Meeting (if needed)</p>
6/4	<p>School Administrative staff and teacher interviews by Principal</p> <p>Student recruitment push</p> <p>Ordering of student and teacher technology</p> <p>Facility buildout in full swing</p>
6/11	<p>Additional administrative staff and teacher interviews by Principal; initial offers extended</p> <p>Deadline (est.) for enrollment registrations; determination if lottery needed</p> <p>Facility buildout continues</p> <p>Principal training continues</p>
6/18	<p>Lottery if necessary; Enrollment Team works with lottery winners to expedite complete enrollment process</p> <p>Commitments from Admin staff and teachers</p>

	Facility buildout continues
6/25	Enrollment and placement teams work with incoming students to choose courses and plan program Physical curriculum materials ordered based on student course selections Board meeting Facility buildout continues
7/2	Enrollment and placement activities continue Admin staff starts (short holiday week); onboarding and staff meetings (at INCA or temporary site if necessary) Facility buildout continues
7/9	Enrollment and placement activities continue Principal and admin staff make welcome calls to families, explain school schedule Critical facility buildout complete by end of this week
7/16	Facility inspections scheduled Enrollment and placement activities continue Principal and admin staff continue welcome calls to families Principal conducts preliminary outreach with community partners
7/23	Facility inspection follow-up and corrections Teachers begin online training course
7/30	Facility inspections complete this week; work on furnishings and finishings continues Teachers continue online training course Admin staff move-in
8/6	School begins for teachers – on-site training and final classroom/team room preparations
8/13	Teacher training continues; final preparations of system and facility; families invited for “preview” visit
8/20	School begins for students

# **NEXUS ACADEMY**

## **ATTACHMENT 18**

Insurance Coverage



# CERTIFICATE OF LIABILITY INSURANCE

CONNE-1

OP ID: MO

DATE (MM/DD/YYYY)  
03/29/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Industries, Inc. Suite 155 West, 2 Hamill Road Baltimore, MD 21210-1873 Kastendike	410-433-3000	CONTACT NAME:	
	410-433-3440	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Massachusetts Bay Ins Co*
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	Connections Education LLC Better Blended Learning for Indiana Robert Pouliot 1001 Fleet Street, 5th Floor Baltimore, MD 21202	NAIC # 22306	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR EBL Claims Made			ZDQ877474301	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			AVAILABLE UPON REQUEST			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Educator's Legal Claims Made Basis			ZDQ877474301	07/01/11	07/01/12	ELL 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Educator's Legal Liability Coverage \$1,000,000  
Claims Made Basis 7/1/1987 Retroactive Date

## CERTIFICATE HOLDER

## CANCELLATION

BETTE08	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Better Blended Learning for Indiana c/o The Corydon Group, LLC 202 N. Illinois St. Indianapolis, IN 46204	AUTHORIZED REPRESENTATIVE 

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Better Blended Learning for Indiana will secure Directors and Officers Liability Insurance immediately upon granting of the charter by ICSB. While all other required insurances are provided through Connections Education (per preceding Acord Certificate), D&O insurance is secured directly by the Board, with technical assistance from Connections upon request.



## INDIANA CHARTER SCHOOL BOARD

### General Instructions for New School Applicants

- Complete the School Enrollment Projection tab in ORANGE
- Complete the Year 0 - Budget and Cash Flow tab in PURPLE
- Complete ALL FIVE annual budget tabs in BLUE
- Complete ALL FIVE staffing tabs in GREEN
- Enter information into the WHITE cells
- Do not enter information into the GREY cells

School Name: Nexus Academy of Indianapolis

### SCHOOL ENROLLMENT PROJECTIONS

#### Planned Number of Students

ACADEMIC YEAR K	1	2	3	4	5	6	7	8	9	10
Year 1: 2013-2014									75	75
Year 2: 2014-2015									50	75
Year 3: 2015-2016									125	125
Year 4: 2016-2017									110	135
Year 5: 2017-2018									187	187

#### Planned Number of Classes

ACADEMIC YEAR K	1	2	3	4	5	6	7	8	9	10
Year 1: 2013-2014									2.5	2.5
Year 2: 2014-2015									1.6667	2.5
Year 3: 2015-2016									4.1667	4.1667
Year 4: 2016-2017									3.6667	4.5
Year 5: 2017-2018									6.2333	6.2333

11	12	TOTAL	% ELL	% SPED	% FRL
50	0	200	0.05	0.15	0.7
75	50	250	0.05	0.15	0.7
125	75	450	0.05	0.15	0.7
130	125	500	0.05	0.15	0.7
138	138	650	0.05	0.15	0.7

11	12	TOTAL
1.6667	0	6.6666667
2.5	1.6667	8.3333333
4.1667	2.5	15
4.3333	4.1667	16.666667
4.6	4.6	21.666667

School Name: Nexus Academy of Indianapolis

	Year 0	Year 1
<b>REVENUE</b>		
State Revenue		
Basic Grant		1466312
Common School Loan		0
Charter School Start-Up Grant		0
State Matching Funds for School Lunch Program		0
Professional Development		0
Remediation Program		0
Full-Day Kindergarten		0
Gifted and Talented Program		0
Textbook Reimbursement		0
Summer School		0
Other State Revenue (please describe)		0
Other State Revenue (please describe)		0
Federal Revenue		
Public Charter School Program (PCSP) Grant	0	0
Facilities Assistance Program Grant		0
Title I		0
Title II		0
Federal Lunch Program		0
Federal Breakfast Reimbursement		0
Other Revenue Federal sources (please describe)	0	0
Other Revenue Federal sources (please describe)	0	0
Other Revenue Federal sources (please describe)		0
Other Revenues		
Committed Philanthropic Donations	0	0
Before and After Care Fees		0
Interest Income		0
EMO In-Kind Grant - Service Credits	0	470000
EMO Grant or Interest-Free Advance	100000	0
Other (please describe)	0	0
Other (please describe)	0	0
Total Revenue	100000	1936312
<b>EXPENDITURES</b>		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	18626.66667	575818
Substitutes		0
Professional Development	0	2500
Bonuses		0
Other (please describe)	0	30000
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Total Personnel Expenses	18626.66667	608318
Instructional Supplies and Resources		
Textbooks	0	100000
Library, periodicals, etc	0	0
Technology	0	10000
Assessment materials	0	0

Computers	0	66000
Software	0	120000
Other classroom supplies	0	1500
Field trips, other unclassified items	0	7000
Co-curricular & Athletics	0	0
Direct Course Instructional Support	0	220320
Core Courses Grading Support	0	20000
Academic Scheduling Services	0	10000
Educational Resource Center	0	25200
Guidance Counselor Services	0	0
Total Instructional Supplies and Resources	0	580020
Support Supplies and Resources		
Administrative Computers	0	0
Administrative Software	0	0
Administration Dues, fees, misc expenses	0	1000
Office supplies	0	4000
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Total Support Supplies and Resources	0	5000
Board Expenses		
Charter Board Services, including Board Training, retreats	0	0
Charter Board Supplies & Equipment	0	0
Charter Board Dues, fees, etc	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Total Board Expenses	0	0
Professional Purchased or Contracted Services		
Legal Services	10000	5000
Audit Services	0	15000
Payroll Services	0	0
Accounting Services	0	8000
Printing/Newsletter/Annual Report Services	0	1800
Consultants	0	0
Internet Services	0	32400
Telephone/Telecommunication Services	2700	0
Total Insurance Costs (per ICSB requirements detailed)	0	1500
Travel	0	5000
Postage	0	1600
Special Education Services	0	36657.8
Student Information Services	0	0
Food service	0	0
Transportation	0	0
Staff Recruiting	0	2000
Enrollment and Records Management	0	8000
Human Resources Support	0	10000
Marketing Services	0	10997.34

Treasury Services	0	21994.68
Total Professional Purchased or Contracted Services	12700	159949.82
Facilities		
Rent, mortgage, or other facility cost	52500	315000
Furniture	2750	33000
Gas/electric	0	0
Water/Sewer	0	0
Grounds Keeping	0	0
Maintenance Services	0	0
Custodial	0	0
Waste disposal	0	0
Facility Support Services	0	20000
Amortization of Leasehold Improvements	0	30000
Inspections	0	1000
Other (please describe)	0	0
Other (please describe)	0	0
Total Facilities	55250	399000
Other		
Contingency	0	0
Indiana Charter School Board Administrative Fee	0	29326.24
CMO/EMO Fee	0	95310.28
Community Outreach	0	50000
Other (please describe)	0	0
Other (please describe)	0	0
Other (please describe)	0	0
Total Other	0	174636.52
Total Expenditures	86576.66667	1926924.34
Carryover/Deficit	13423.33333	9387.66
Cumulative Carryover/(Deficit)	13423.33333	22810.99333

Year 2	Year 3	Year 4	Year 5
1832890	3299202	3665780	5132092
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
305000	535000	370000	590000
0	0	0	0
0	0	0	0
0	0	0	0
2137890	3834202	4035780	5722092
575818	977201.5	977201.5	1378585
0	0	0	0
2500	5000	5000	7500
0	0	0	0
30000	60000	60000	90000
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
608318	1042201.5	1042201.5	1476085
125000	225000	250000	350000
0	0	0	0
12500	22500	25000	35000
0	0	0	0

81000	145800	160800	225600
150000	270000	300000	420000
2000	2000	2000	2000
7000	7000	7000	7000
0	0	0	0
275400	495720	550800	771120
25000	45000	50000	70000
10000	20000	20000	20000
31500	56700	63000	88200
8250	41250	49500	82500
727650	1330970	1478100	2071420

0	0	0	0
0	0	0	0
1000	1000	1000	1000
5000	9000	10000	14000
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
6000	10000	11000	15000

0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

5000	5000	5000	5000
15000	15000	15000	15000
0	0	0	0
10000	18000	20000	28000
2250	4050	4500	6300
0	0	0	0
32400	64800	64800	97200
0	0	0	0
1500	1500	1500	1500
5000	5000	5000	5000
2000	3600	4000	5600
45822.25	82480.05	91644.5	128302.3
0	0	0	0
0	0	0	0
0	0	0	0
2000	4000	4000	6000
10000	18000	20000	28000
10000	18000	18000	26000
13746.675	24744.015	27493.35	38490.69



27493.35	49488.03	54986.7	76981.38
182212.275	313662.095	335924.55	467374.37
315000	630000	630000	945000
33000	66000	66000	99000
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
20000	40000	40000	60000
30000	60000	60000	90000
1000	1000	1000	1000
0	0	0	0
0	0	0	0
399000	797000	797000	1195000
0	0	0	0
36657.8	65984.04	73315.6	102641.84
119137.85	214448.13	238275.7	333585.98
50000	50000	50000	50000
0	0	0	0
0	0	0	0
0	0	0	0
205795.65	330432.17	361591.3	486227.82
2128975.925	3824265.765	4025817.35	5711107.19
8914.075	9936.235	9962.65	10984.81
31725.06833	41661.30333	51623.95333	62608.76333











41275	41306	41334	41365	41395	41426	TOTAL 2013
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	5000	7700	12700
0	0	0	0	26250	26250	52500
0	0	0	0	0	2750	2750
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	26250	29000	55250
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	40563.3333	46013.3333	86576.66667
0	0	0	0	59436.6667	-46013.3333	13423.33333
0	0	0	0	0	0	0
0	0	0	0	0	0	0







Expected New School Annual Operating Budget -- YEAR 1 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	1466312	200 students @ \$7,331.56
Common School Loan		
Charter School Start-Up Grant		One-third of first year's ADM funding
State Matching Funds for School Lunch Program		
Professional Development		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
Federal Revenue		
Public Charter School Program (PCSP) Grant		Competitive grant for planning & implementatio
Charter School Facilities Assistance Program Grant		
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant - Service Credits	470000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Revenue	1936312	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	575818	Use staffing workbook
Substitutes		
Professional Development	2500	
Bonuses		Included in Wages, Benefits and Payroll Taxes
Part Time - F2F StaFF	30000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	608318	
Instructional Supplies and Resources		
Textbooks	100000	Blended Curriculum Products and Services
Library, periodicals, etc		Included above
Technology	10000	
Assessment materials		Included above
Computers	66000	
Software	120000	
Other classroom supplies	1500	
Field trips, other unclassified items	7000	
Co-curricular & Athletics		

Direct Course Instructional Support	220320	
Core Courses Grading Support	20000	
Academic Scheduling Services	10000	
Educational Resource Center	25200	
Guidance Counselor Services	0	
Total Instructional Supplies and Resources	580020	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses	1000	
Office supplies	4000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	5000	
Board Expenses		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	0	
Professional Purchased or Contracted Services		
Legal Services	5000	
Audit Services	15000	
Payroll Services		
Accounting Services	8000	
Printing/Newsletter/Annual Report Services	1800	Copiers/Reproduction
Consultants		
Internet Services	32400	Includes telecommunication Services
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed)	1500	All but Board D&O is included in EMO charge
Travel	5000	
Postage	1600	
Special Education Services	36657.8	
Student Information Services		
Food service		
Transportation		
Staff Recruiting	2000	
Enrollment and Records Management	8000	
Human Resources Support	10000	
Marketing Services	10997.34	
Treasury Services	21994.68	
Total Professional Purchased or Contracted Services	159949.82	
Facilities		
Rent, mortgage, or other facility cost	315000	15K SF @ \$21 per SF
Furniture	33000	Total expense amortized over 5 years
Gas/electric		Included in full service lease
Water/ Sewer		Included in full service lease
Grounds Keeping		Included in full service lease
Maintenance Services		Included in full service lease

Custodial		Included in full service lease
Waste disposal		Included in full service lease
Facility Support Services	20000	
Amortization of Leasehold Improvements	30000	Total expense amortized over 5 years
Inspections	1000	
Other (please describe)		
Other (please describe)		
Total Facilities	399000	
Other		
Contingency		
Indiana Charter School Board Administrative Fee	29326.24	Assume 2% of Basic Grant (Row 6)
CMO/EMO Fee	95310.28	School Administration
Community Outreach	50000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Other	174636.52	
Total Expenditures	1926924.34	
Carryover/Deficit	9387.66	
Cumulative Carryover/(Deficit)		





Expected New School Annual Operating Budget -- YEAR 2 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	1832890	250 students @ \$7,331.56
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
Federal Revenue		
Public Charter School Program (PCSP) Grant		Competitive grant for planning & implementatio
Charter School Facilities Assistance Program Grant		
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant - Service Credits	305000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Revenue	2137890	
<b>EXPENDITURES</b>		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	575818	Use staffing workbook
Substitutes		
Professional Development	2500	
Bonuses		Included in Wages, Benefits and Payroll Taxes
Part Time - F2F StaFF	30000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	608318	
Instructional Supplies and Resources		
Textbooks	125000	Blended Curriculum Products and Services
Library, periodicals, etc		Included above
Technology	12500	
Assessment materials		Included above
Computers	81000	
Software	150000	
Other classroom supplies	2000	
Field trips, other unclassified items	7000	
Co-curricular & Athletics		
Direct Course Instructional Support	275400	

Core Courses Grading Support	25000	
Academic Scheduling Services	10000	
Educational Resource Center	31500	
Guidance Counselor Services	8250	
Total Instructional Supplies and Resources	727650	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses	1000	
Office supplies	5000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	6000	
Board Expenses		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	0	
Professional Purchased or Contracted Services		
Legal Services	5000	
Audit Services	15000	
Payroll Services		
Accounting Services	10000	
Printing/Newsletter/Annual Report Services	2250	Copiers/Reproduction
Consultants		
Internet Services	32400	Includes telecommunication Services
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed)	1500	All but Board D&O is included in EMO charge
Travel	5000	
Postage	2000	
Special Education Services	45822.25	
Student Information Services		
Food service		
Transportation		
Staff Recruiting	2000	
Enrollment and Records Management	10000	
Human Resources Support	10000	
Marketing Services	13746.675	
Treasury Services	27493.35	
Total Professional Purchased or Contracted Services	182212.275	
Facilities		
Rent, mortgage, or other facility cost	315000	15K SF @ \$21 per SF
Furniture	33000	Total expense amortized over 5 years
Gas/electric		Included in full service lease
Water/ Sewer		Included in full service lease
Grounds Keeping		Included in full service lease
Maintenance Services		Included in full service lease
Custodial		Included in full service lease



Waste disposal		Included in full service lease	
Facility Support Services	20000		
Amortization of Leasehold Improvements	30000	Total expense amortized over 5 years	
Inspections	1000		
Other (please describe)			
Other (please describe)			
Total Facilities	399000		
Other			
Contingency			0
Indiana Charter School Board Administrative Fee	36657.8	Assume 2% of Basic Grant (Row 6)	
CMO/EMO Fee	119137.85	School Administration	
Community Outreach	50000		0
Other (please describe)			
Other (please describe)			
Other (please describe)			
Total Other	205795.65		
Total Expenditures	2128975.925		
Carryover/Deficit	8914.075		
Cumulative Carryover/(Deficit)			





Expected New School Annual Operating Budget -- YEAR 3 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	3299202	450 students @ \$7,331.56
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
Federal Revenue		
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant - Service Credits	535000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Revenue	3834202	
<b>EXPENDITURES</b>		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	977201.5	Use staffing workbook
Substitutes		
Professional Development	5000	
Bonuses		
Part Time - F2F StaFF	60000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	1042201.5	
Instructional Supplies and Resources		
Textbooks	225000	
Library, periodicals, etc		
Technology	22500	
Assessment materials		
Computers	145800	
Software	270000	
Other classroom supplies	2000	
Field trips, other unclassified items	7000	
Co-curricular & Athletics		
Direct Course Instructional Support	495720	
Core Courses Grading Support	45000	
Academic Scheduling Services	20000	

Educational Resource Center	56700	
Guidance Counselor Services	41250	
Total Instructional Supplies and Resources	1330970	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses	1000	
Office supplies	9000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	10000	
Board Expenses		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	0	
Professional Purchased or Contracted Services		
Legal Services	5000	
Audit Services	15000	
Payroll Services		
Accounting Services	18000	
Printing/Newsletter/Annual Report Services	4050	
Consultants		
Internet Services	64800	
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed)	1500	
Travel	5000	
Postage	3600	
Special Education Services	82480.05	
Student Information Services		
Food service		
Transportation		
Staff Recruiting	4000	
Enrollment and Records Management	18000	
Human Resources Support	18000	
Marketing Services	24744.015	
Treasury Services	49488.03	
Total Professional Purchased or Contracted Services	313662.095	
Facilities		
Rent, mortgage, or other facility cost	630000	15K SF @ \$21 per SF x 2 locations
Furniture	66000	Total expense amortized over 5 years
Gas/electric		Included in full service lease
Water/ Sewer		Included in full service lease
Grounds Keeping		Included in full service lease
Maintenance Services		Included in full service lease
Custodial		Included in full service lease
Waste disposal		Included in full service lease
Facility Support Services	40000	

Amortization of Leasehold Improvements	60000	Total expense amortized over 5 years
Inspections	1000	
Other (please describe)		
Other (please describe)		
Total Facilities	797000	
Other		
Contingency		
Indiana Charter School Board Administrative Fee	65984.04	Assume 2% of Basic Grant (Row 6)
CMO/EMO Fee	214448.13	School Administration
Community Outreach	50000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Other	330432.17	
Total Expenditures	3824265.765	
Carryover/Deficit	9936.235	
Cumulative Carryover/(Deficit)		







Expected New School Annual Operating Budget -- YEAR 4 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	3665780	500 students @ \$7,331.56
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
Federal Revenue		
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant - Service Credits	370000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Revenue	4035780	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	977201.5	Use staffing workbook
Substitutes		
Professional Development	5000	
Bonuses		
Part Time - F2F StaFF	60000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	1042201.5	
Instructional Supplies and Resources		
Textbooks	250000	
Library, periodicals, etc		
Technology	25000	
Assessment materials		
Computers	160800	
Software	300000	
Other classroom supplies	2000	
Field trips, other unclassified items	7000	
Co-curricular & Athletics		
Direct Course Instructional Support	550800	
Core Courses Grading Support	50000	
Academic Scheduling Services	20000	

Educational Resource Center	63000	
Guidance Counselor Services	49500	
Total Instructional Supplies and Resources	1478100	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses	1000	
Office supplies	10000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	11000	
Board Expenses		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	0	
Professional Purchased or Contracted Services		
Legal Services	5000	
Audit Services	15000	
Payroll Services		
Accounting Services	20000	
Printing/Newsletter/Annual Report Services	4500	
Consultants		
Internet Services	64800	
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed)	1500	
Travel	5000	
Postage	4000	
Special Education Services	91644.5	
Student Information Services		
Food service		
Transportation		
Staff Recruiting	4000	
Enrollment and Records Management	20000	
Human Resources Support	18000	
Marketing Services	27493.35	
Treasury Services	54986.7	
Total Professional Purchased or Contracted Services	335924.55	
Facilities		
Rent, mortgage, or other facility cost	630000	15K SF @ \$21 per SF x 2 locations
Furniture	66000	Total expense amortized over 5 years
Gas/electric		Included in full service lease
Water/ Sewer		Included in full service lease
Grounds Keeping		Included in full service lease
Maintenance Services		Included in full service lease
Custodial		Included in full service lease
Waste disposal		Included in full service lease
Facility Support Services	40000	

Amortization of Leasehold Improvements	60000	Total expense amortized over 5 years
Inspections	1000	
Other (please describe)		
Other (please describe)		
Total Facilities	797000	
Other		
Contingency		
Indiana Charter School Board Administrative Fee	73315.6	Assume 2% of Basic Grant (Row 6)
CMO/EMO Fee	238275.7	School Administration
Community Outreach	50000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Other	361591.3	
Total Expenditures	4025817.35	
Carryover/Deficit	9962.65	
Cumulative Carryover/(Deficit)		





Expected New School Annual Operating Budget -- YEAR 5 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	5132092	700 students @ \$7,331.56
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
Federal Revenue		
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant - Service Credits	590000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Revenue	5722092	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	1378585	Use staffing workbook
Substitutes		
Professional Development	7500	
Bonuses		
Part Time - F2F StaFF	90000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	1476085	
Instructional Supplies and Resources		
Textbooks	350000	
Library, periodicals, etc		
Technology	35000	
Assessment materials		
Computers	225600	
Software	420000	
Other classroom supplies	2000	
Field trips, other unclassified items	7000	
Co-curricular & Athletics		
Direct Course Instructional Support	771120	
Core Courses Grading Support	70000	
Academic Scheduling Services	20000	

Educational Resource Center	88200	
Guidance Counselor Services	82500	
Total Instructional Supplies and Resources	2071420	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses	1000	
Office supplies	14000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	15000	
Board Expenses		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	0	
Professional Purchased or Contracted Services		
Legal Services	5000	
Audit Services	15000	
Payroll Services		
Accounting Services	28000	
Printing/Newsletter/Annual Report Services	6300	
Consultants		
Internet Services	97200	
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed)	1500	
Travel	5000	
Postage	5600	
Special Education Services	128302.3	
Student Information Services		
Food service		
Transportation		
Staff Recruiting	6000	
Enrollment and Records Management	28000	
Human Resources Support	26000	
Marketing Services	38490.69	
Treasury Services	76981.38	
Total Professional Purchased or Contracted Services	467374.37	
Facilities		
Rent, mortgage, or other facility cost	945000	15K SF @ \$21 per SF x 3 locations
Furniture	99000	Total expense amortized over 5 years
Gas/electric		Included in full service lease
Water/ Sewer		Included in full service lease
Grounds Keeping		Included in full service lease
Maintenance Services		Included in full service lease
Custodial		Included in full service lease
Waste disposal		Included in full service lease
Facility Support Services	60000	

Amortization of Leasehold Improvements	90000	Total expense amortized over 5 years
Inspections	1000	
Other (please describe)		
Other (please describe)		
Total Facilities	1195000	
Other		
Contingency		
Indiana Charter School Board Administrative Fee	102641.84	Assume 2% of Basic Grant (Row 6)
CMO/EMO Fee	333585.98	School Administration
Community Outreach	50000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Other	486227.82	
Total Expenditures	5711107.19	
Carryover/Deficit	10984.81	
Cumulative Carryover/(Deficit)		







# **NEXUS ACADEMY**

## **ATTACHMENT 20**

Budget Narrative

## IMPORTANT BUDGET NOTES

**ASSUMPTIONS:** The assumptions on which the Budget and Staffing Workbook was built are articulated in the Year 0-Year 5 tabs, with the basis for each revenue source and expense spelled out.

**START-UP FUNDING:** Nexus Academy has received a commitment from Connections Education for a combination of an interest-free advance to cover start-up costs. Please see next page.

**CONTINGENCIES:** To protect against cash-flow challenges if revenues are not received or are lower than budgeted or if an emergency occurs that changes the expected cost structure of the school, the Nexus Academy Governing Board will take advantage of deficit protection from its Education Management Organization, consisting of “service credits.” These service credits (shown in the Budget Workbook) are discounts that serve as the equivalent of as-needed in-kind grants from Connections to the school to smooth out monthly cash flow and protect against year-end shortfalls. Service credits are not expected to be repaid by the school.



April 9, 2012

Dear Nexus Academy Governing Board:

Assuming that your charter is granted and that our partnership is formalized, please consider this Connections Education's commitment to do the following:

- Connections will provide technical assistance, including grant-writing support, to pursue and secure Federal Charter School Grant Funds and other grant support to cover Nexus Academy's start-up and early implementation costs.
- For any start-up and early implementation expenses not covered by grant funds, Connections will provide an interest-free advance to the school. Nexus Academy will repay these funds when it has the resources to do so, ideally within its first five years of operation.
- Once the school has launched, Connections will provide "service credits" (discounts on Connections products and services) as an in-kind grant contribution as needed to protect the school against deficits. The school will not need to repay these service credits.

We are providing this letter to reassure you and your charter authorizer that the school will have sufficient funds to launch and start operations before beginning to receive per-student funding, and will maintain a balanced budget thereafter.

Sincerely

A handwritten signature in black ink that reads "Mickey Revenaugh". The signature is fluid and cursive, with the first name being particularly prominent.

Mickey Revenaugh  
Executive Vice President

# **NEXUS ACADEMY**

## **ATTACHMENT 22**

Indiana School Financials

Since it is just completing its first year as a free-standing charter school, Indiana Connections Academy is preparing now for its first annual financial audit in June 2012. Results of this audit are expected to be available by early Fall 2012 and will be provided to ICSB at that time.

# **NEXUS ACADEMY**

## **ATTACHMENT 23**

Operator Financials



# Connections Education, Inc. and Subsidiaries

Consolidated Financial Statements as of and  
for the Years Ended June 30, 2011 and 2010,  
and Independent Auditors' Report

**Connections Education, Inc. and Subsidiaries**  
**Consolidated Financial Statements**

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## INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders of  
Connections Education, Inc.:  
Baltimore, Maryland

We have audited the accompanying consolidated balance sheets of Connections Education, Inc. and subsidiaries (formerly CA Holding I, Inc.) (the "Company") as of June 30, 2011 and 2010, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of June 30, 2011 and 2010, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

*Deloitte & Touche LLP*

September 12, 2011

**Connections Education, Inc. and Subsidiaries**

**Consolidated Balance Sheets**  
(in thousands, except per-share amount)

	<b>June 30,</b>	
	<b>2011</b>	<b>2010</b>
<b>Assets</b>		
<b>Current assets</b>		
Cash .....	\$ 18,285	\$ 17,370
Accounts receivable, net of allowance for doubtful accounts of \$8 — 2011; and \$13 — 2010 .....	21,667	15,334
Prepaid expenses and other current assets.....	<u>8,790</u>	<u>6,282</u>
Total current assets.....	48,742	38,986
Property and equipment, net.....	10,660	4,828
Curriculum materials, net.....	5,848	6,899
Capitalized curriculum development costs, net .....	4,771	4,179
Goodwill.....	1,788	1,788
Intangible assets, net.....	243	306
Other assets .....	<u>828</u>	<u>637</u>
Total assets .....	<u>\$ 72,880</u>	<u>\$ 57,623</u>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable .....	\$ 6,938	\$ 7,283
Accrued expenses.....	2,194	2,403
Accrued compensation and benefits.....	8,844	6,444
Current portion of capital lease obligations .....	<u>2,335</u>	<u>1,436</u>
Total current liabilities .....	20,311	17,566
Long-term debt and capital lease obligations, net of current portion.....	3,094	1,771
Noncurrent deferred tax liabilities .....	3,413	1,737
Other liabilities .....	<u>309</u>	<u>194</u>
Total liabilities.....	<u>27,127</u>	<u>21,268</u>
<b>Commitments and contingent liabilities (note 6)</b>		
<b>Stockholders' equity</b>		
Common stock, \$0.01 par value; 10,000 shares authorized; 8,575 shares issued and outstanding — 2011; and 8,573 shares issued and outstanding — 2010 .....	86	86
Additional paid-in capital.....	22,222	22,048
Retained earnings.....	<u>23,445</u>	<u>14,221</u>
Total stockholders' equity .....	<u>45,753</u>	<u>36,355</u>
Total liabilities and stockholders' equity .....	<u>\$ 72,880</u>	<u>\$ 57,623</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**

**Consolidated Statements of Income**

(in thousands)

	<u>Years Ended June 30,</u>	
	<u>2011</u>	<u>2010</u>
<b>Revenues</b> .....	<u>\$ 159,171</u>	<u>\$ 122,463</u>
<b>Operating expenses</b>		
Cost of educational services.....	98,903	74,538
Selling, general and administrative .....	39,849	28,631
Product development .....	3,509	4,239
Goodwill impairment charge .....	—	120
Amortization of intangible assets.....	<u>63</u>	<u>64</u>
	<u>142,324</u>	<u>107,592</u>
<b>Operating income</b> .....	<u>16,847</u>	<u>14,871</u>
<b>Other income (expense)</b>		
Interest income.....	9	—
Interest expense.....	<u>(376)</u>	<u>(305)</u>
	<u>(367)</u>	<u>(305)</u>
<b>Income before income tax provision</b> .....	16,480	14,566
<b>Income tax provision</b> .....	<u>7,256</u>	<u>6,791</u>
<b>Net income</b> .....	<u>\$ 9,224</u>	<u>\$ 7,775</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands)

	<u>Common Stock</u>		<u>Additional</u>	<u>Retained</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Earnings</u>	
<b>Balance, June 30, 2009</b> .....	8,566	\$ 86	\$ 21,913	\$ 6,446	\$ 28,445
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	7	—	31	—	31
Share-based compensation.....	—	—	104	—	104
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,775</u>	<u>7,775</u>
<b>Balance, June 30, 2010</b> .....	8,573	86	22,048	14,221	36,355
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	2	—	10	—	10
Share-based compensation.....	—	—	164	—	164
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>9,224</u>	<u>9,224</u>
<b>Balance, June 30, 2011</b> .....	<u>8,575</u>	<u>\$ 86</u>	<u>\$ 22,222</u>	<u>\$ 23,445</u>	<u>\$ 45,753</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**

**Consolidated Statements of Cash Flows**

(in thousands)

	<b>Years Ended June 30,</b>	
	<b>2011</b>	<b>2010</b>
<b>Cash flows from operating activities</b>		
Net income.....	\$ 9,224	\$ 7,775
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	4,434	3,067
Depreciation of curriculum materials.....	3,565	2,972
Amortization of capitalized curriculum development costs.....	1,913	1,251
Provision for doubtful accounts.....	31	20
Goodwill impairment charge.....	—	120
Amortization of intangible assets.....	63	64
Deferred income taxes.....	1,648	(402)
Reserve for computer shrinkage.....	293	284
Other.....	262	207
Changes in operating assets and liabilities:		
Accounts receivable.....	(6,364)	(7,082)
Prepaid expenses and other assets.....	(812)	(1,618)
Accounts payable, accrued expenses and other.....	(565)	2,387
Income taxes.....	(1,900)	181
Accrued compensation and benefits.....	2,400	1,987
Net cash provided by operating activities.....	<u>14,192</u>	<u>11,213</u>
<b>Cash flows from investing activities</b>		
Purchases of curriculum materials.....	(2,467)	(3,698)
Capitalized curriculum development costs.....	(2,513)	(1,767)
Purchases of property and equipment.....	(3,302)	(1,516)
Capitalized internal-use software development costs.....	(2,447)	(582)
Net cash used in investing activities.....	<u>(10,729)</u>	<u>(7,563)</u>
<b>Cash flows from financing activities</b>		
Payments of capital lease obligations.....	(2,558)	(1,914)
Borrowings under secured credit facility.....	7,000	9,000
Principal payments on secured credit facility.....	(7,000)	(8,000)
Payment of note payable due to former owners of acquired business.....	—	(250)
Stock option exercises.....	10	31
Net cash used in financing activities.....	<u>(2,548)</u>	<u>(1,133)</u>
<b>Net increase in cash.....</b>	<b>915</b>	<b>2,517</b>
<b>Cash, beginning of year.....</b>	<b><u>17,370</u></b>	<b><u>14,853</u></b>
<b>Cash, end of year.....</b>	<b><u>\$18,285</u></b>	<b><u>\$17,370</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Financial Statements**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of  
CA Holding I, Inc.  
Baltimore, Maryland

We have audited the accompanying consolidated balance sheets of CA Holding I, Inc. and subsidiaries (the "Company") as of June 30, 2010 and 2009, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Deloitte & Touche LLP*

November 30, 2010

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Balance Sheets**  
(in thousands, except per-share amount)

	<b>As of June 30,</b>	
	<b>2010</b>	<b>2009</b>
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents .....	\$ 17,370	\$ 14,853
Accounts receivable, net of allowance for doubtful accounts of \$13 — 2010; and \$15 — 2009 .....	15,334	8,272
Prepaid expenses and other current assets.....	<u>6,282</u>	<u>4,864</u>
<b>Total current assets</b> .....	<b>38,986</b>	<b>27,989</b>
<b>Property and equipment, net</b> .....	4,828	5,758
<b>Curriculum materials, net</b> .....	6,899	6,343
<b>Capitalized curriculum development costs, net</b> .....	4,179	3,663
<b>Goodwill</b> .....	1,788	1,912
<b>Intangible assets, net</b> .....	306	370
<b>Other assets</b> .....	<u>637</u>	<u>402</u>
<b>Total assets</b> .....	<b><u>\$ 57,623</u></b>	<b><u>\$ 46,437</u></b>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable .....	\$ 7,283	\$ 5,283
Accrued expenses.....	2,403	2,140
Accrued compensation and benefits.....	6,444	4,457
Current portion of capital lease obligations .....	<u>1,436</u>	<u>1,780</u>
<b>Total current liabilities</b> .....	<b>17,566</b>	<b>13,660</b>
<b>Long-term debt and capital lease obligations, net of current portion</b> .....	1,771	2,179
<b>Noncurrent deferred tax liabilities</b> .....	1,737	2,083
<b>Other liabilities</b> .....	<u>194</u>	<u>70</u>
<b>Total liabilities</b> .....	<b><u>21,268</u></b>	<b><u>17,992</u></b>
<b>Commitments and contingent liabilities (notes 6, 7 and 11)</b>		
<b>Stockholders' equity</b>		
Common stock, \$0.01 par value; 10,000 shares authorized; 8,573 shares issued and outstanding — 2010; and 8,566 shares issued and outstanding — 2009 .....	86	86
Additional paid-in capital.....	22,048	21,913
Retained earnings.....	<u>14,221</u>	<u>6,446</u>
<b>Total stockholders' equity</b> .....	<b><u>36,355</u></b>	<b><u>28,445</u></b>
<b>Total liabilities and stockholders' equity</b> .....	<b><u>\$ 57,623</u></b>	<b><u>\$ 46,437</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Income**  
(in thousands)

	<b>Year Ended June 30,</b>	
	<b>2010</b>	<b>2009</b>
<b>Revenues</b> .....	<u>\$ 122,463</u>	<u>\$ 89,302</u>
<b>Operating expenses</b>		
Cost of educational services.....	74,538	57,511
Selling, general and administrative.....	28,631	20,469
Product development .....	4,239	2,251
Goodwill impairment charge .....	120	—
Amortization of intangible assets.....	<u>64</u>	<u>16</u>
	<u>107,592</u>	<u>80,247</u>
<b>Operating income</b> .....	<u>14,871</u>	<u>9,055</u>
<b>Other income (expense)</b>		
Interest income.....	—	60
Interest expense.....	<u>(305)</u>	<u>(266)</u>
	<u>(305)</u>	<u>(206)</u>
<b>Income before income tax provision</b> .....	14,566	8,849
<b>Income tax provision</b> .....	<u>6,791</u>	<u>3,927</u>
<b>Net income</b> .....	<u>\$ 7,775</u>	<u>\$ 4,922</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands)

	<u>Common Stock</u>		Additional	Retained	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>Earnings</u>	
<b>Balance, June 30, 2008</b> .....	8,468	\$ 85	\$ 20,843	\$ 1,524	\$ 22,452
Issuance of common stock in connection with the:					
Exercise of options, including income tax benefit of \$0.....	6	—	18	—	18
Business combination.....	92	1	1,046	—	1,047
Share-based compensation.....	—	—	6	—	6
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,922</u>	<u>4,922</u>
<b>Balance, June 30, 2009</b> .....	8,566	86	21,913	6,446	28,445
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	7	—	31	—	31
Share-based compensation.....	—	—	104	—	104
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,775</u>	<u>7,775</u>
<b>Balance, June 30, 2010</b> .....	<u>8,573</u>	<u>\$ 86</u>	<u>\$ 22,048</u>	<u>\$ 14,221</u>	<u>\$ 36,355</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	<b>Year Ended June 30,</b>	
	<b>2010</b>	<b>2009</b>
<b>Cash flows from operating activities</b>		
Net income .....	\$ 7,775	\$ 4,922
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	3,067	2,475
Depreciation of curriculum materials .....	2,972	1,915
Amortization of capitalized curriculum development costs.....	1,251	887
Provision for doubtful accounts.....	20	15
Goodwill impairment charge .....	120	—
Amortization of intangible assets .....	64	16
Deferred income taxes .....	(402)	1,470
Reserve for computer shrinkage .....	284	198
Other.....	207	(12)
Changes in operating assets and liabilities:		
Accounts receivable.....	(7,082)	(4,084)
Prepaid expenses and other assets.....	(1,618)	(2,426)
Accounts payable, accrued expenses and other .....	2,387	2,891
Income taxes .....	181	608
Accrued compensation and benefits .....	<u>1,987</u>	<u>1,537</u>
Net cash provided by operating activities .....	<u>11,213</u>	<u>10,412</u>
<b>Cash flows from investing activities</b>		
Purchases of curriculum materials .....	(3,698)	(4,848)
Capitalized curriculum development costs .....	(1,767)	(2,572)
Purchases of property and equipment .....	(1,516)	(1,369)
Capitalized internal-use software development costs .....	(582)	(439)
Payments for acquisition of business, net of cash acquired .....	—	(848)
Proceeds from sales of property and equipment .....	<u>—</u>	<u>1,092</u>
Net cash used in investing activities .....	<u>(7,563)</u>	<u>(8,984)</u>
<b>Cash flows from financing activities</b>		
Payments of capital lease obligations .....	(1,914)	(2,676)
Borrowings under secured credit facility .....	9,000	—
Principal payments on secured credit facility .....	(8,000)	—
Payment of note payable due to former owners of acquired business.....	(250)	—
Stock option exercises.....	<u>31</u>	<u>18</u>
Net cash used in financing activities.....	<u>(1,133)</u>	<u>(2,658)</u>
<b>Net increase (decrease) in cash and cash equivalents .....</b>	<b>2,517</b>	<b>(1,230)</b>
<b>Cash and cash equivalents, beginning of year .....</b>	<b><u>14,853</u></b>	<b><u>16,083</u></b>
<b>Cash and cash equivalents, end of year.....</b>	<b><u>\$17,370</u></b>	<b><u>\$14,853</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

## Press Release

29 July 2011

### PEARSON 2011 INTERIM RESULTS (unaudited)

#### Pearson sales up 6% to £2.4bn and profits up 20% to £208m\*

- Education sales up 9% and profits up 31%:
  - Good sales growth in International (up 26%) and Professional (up 35%).
  - In North America, sales 3% lower with tough first-half comparables; full-year growth expected with easing H2 comparables and further market share gains.
- FT Group sales up 7% and profits up 10%, enhanced by digital subscriptions.
- Penguin sales 4% lower (underlying sales level); profits sustained with rapid digital growth.

#### Strong growth in digital, developing markets and newly-acquired businesses

- Education digital platform and service registrations up 15%; FT.com subscriptions up more than 30%; Penguin ebook revenues up almost 130%.
- Sales up approximately 40% in developing markets (headline growth).
- Strong growth from recent acquisitions including Wall Street Institute, SEB (Brazil), TutorVista, CTI (South Africa) and Melorio (now known as Pearson in Practice).

#### Full year outlook upgraded

- Pearson expects sales and margin growth for the full year, based on good trading momentum - especially in digital businesses and developing markets - and easing comparatives.
- Pearson expects to achieve adjusted EPS of approximately 80p for the full year (2010: 77.5p). This guidance is struck at current exchange rates (£1: \$1.63).

#### Interim dividend raised by 8% to 14.0p.

Marjorie Scardino, chief executive, said: *"Though market conditions are anything but easy, we are sufficiently encouraged by our start to the year to raise both our guidance and our dividend. Structural changes in our industries are gathering pace, but we are confident that we have the strategy, the competitive positions, the investment capacity and the culture to sustain our strong record of performance."*

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Business performance</b>						
Sales	<b>2,416</b>	2,342	3%	6%	0%	5,663
Adjusted operating profit	<b>208</b>	178	17%	20%	3%	857
Adjusted earnings per share	<b>16.8p</b>	16.6p	1%			77.5p
Free cash flow	<b>(172)</b>	(165)	(4)%			904
Net debt	<b>1,275</b>	1,746	27%			430
<b>Statutory results</b>						
Sales	<b>2,416</b>	2,342	3%			5,663
Operating profit	<b>132</b>	128	3%			743
Profit before tax	<b>82</b>	94	(13)%			670
Basic earnings per share	<b>7.5p</b>	11.5p	(35)%			161.9p
Cash generated from operations	<b>(43)</b>	(32)	(34)%			1,169
Dividend per share	<b>14.0p</b>	13.0p	8%			38.7p

\*Throughout this announcement:

a) Growth rates are stated on a constant exchange rate (CER) basis unless otherwise stated. Where quoted, underlying growth rates exclude both currency movements and portfolio changes. Sales and operating profit are stated on a continuing basis.

b) The 'business performance' measures are non-GAAP measures and reconciliations to the equivalent statutory heading under IFRS are included in notes to the attached condensed consolidated financial statements 2, 3, 4, 5, 7 and 15.

## OUTLOOK

Pearson began 2011 expecting weak market conditions in some developed economies, but confident about our strong competitive positions and clear strategic direction. The trends we have seen in the early part of the year are consistent with our previous guidance:

1. Strong and durable competitive performances, even in tough markets, with rapid growth in digital and services businesses, and in developing economies;
2. Weak market conditions, particularly for businesses that rely on government spending and traditional print publishing business models;
3. Tough comparatives in the first half (which ease as the year goes on).

We believe that the structural changes in our industries are accelerating and that the divergence of growth prospects between our pure print products and our newer digital/ services businesses is increasing. Given Pearson's sustained investment in transforming the business, we are well positioned to lead and benefit from these structural industry changes.

At this stage in the year (we generate most of our sales and profits in the second half), we expect to achieve continued sales, margin and adjusted EPS growth for the full year. We expect some of our markets to remain tough in the second half but even so, we now expect to achieve adjusted EPS of approximately 80p for the full year. This guidance is struck at current exchange rates (£1:\$1.63) and includes further integration costs on acquisitions made in 2010 and 2011 (which are always expensed).

Our divisional guidance for the year is:

In **Education**, we expect continued growth in 2011. While we face tougher comparatives in International and Professional in the second half of the year, we expect our North American Education business to report full-year growth based on business won in the year to date and less challenging comparables in the second half. Our education business faces continued pressure from state budget weakness and slower enrolment rates in North America, and a generally weak public spending environment in many developed parts of the world. We are confident that rapid growth in our digital and services businesses – which help boost student performance and institutional efficiency - and in emerging economies can continue.

At the **FT Group**, the changes we have made to the business model and mix mean we are well placed to grow even in tough markets for print circulation and advertising. We expect digital subscriptions, now the engine of the FT Group's growth, to continue to build steadily.

**Penguin** is working through a period of significant industry change characterised by a rapid shift towards digital sales channels and digital books and intense pressure on physical book retailers, demonstrated most recently by the bankruptcy of Borders in the US. Penguin has performed well through these industry changes and, after a particularly strong competitive performance and financial results in 2010, we expect it to perform in line with the overall consumer publishing industry this year.

**Interest and tax.** In 2011, our lower net debt level and a pension finance credit will result in a lower interest charge to adjusted earnings than in 2010. We expect our P&L tax charge against adjusted earnings to be in the 24-26% range and our cash tax rate to be in the 15-20% range.

**Exchange rates.** Pearson generates approximately 60% of its sales in the US. A 5 cent move in the average £:\$ exchange rate for the full year (which in 2010 was £1:\$1.54) has an impact of approximately 1.3p on adjusted earnings per share. The average rate during the first half of 2011 was £1:\$1.61 (£1:\$1.52 in H1 2010) and the closing rate at the end of June was £1:\$1.61 (£1:\$1.50 at the end of June 2010).

**For more information:**

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Pearson's results presentation for investors and analysts will be audiocast live today from 0900 (BST) and available for replay from 1200 (BST) via [www.pearson.com](http://www.pearson.com). High resolution photographs for the media are available from our website [www.pearson.com](http://www.pearson.com).



## OVERVIEW

In the first half of 2011, Pearson's sales increased by 3% in headline terms to £2.4bn and adjusted operating profit by 17% to £208m.

The headline growth rates include a negative impact from currency movements and a benefit from acquisitions:

- Currency movements – primarily the weakening of the US dollar against sterling – reduced sales by £70m and operating profit by £6m. At constant exchange rates (ie stripping out the impact of those currency movements), our sales and operating profit grew 6% and 20% respectively.
- Acquisitions, primarily in our education company, contributed £148m to sales and £31m to operating profit. This includes integration costs and investments related to our newly-acquired companies, which are expensed. In underlying terms (ie stripping out the impact of both portfolio changes and currency movements), sales were level and operating profit up 3%.

Our statutory results show an increase in operating profit to £132m (£128m in 2010). Statutory profit before tax was £82m (£94m in 2010). Statutory earnings for the period show a £32m reduction in profit to £60m (£92m in 2010) due to the disposal of Interactive Data, higher intangible amortisation costs related to acquisitions and currency fluctuations on US dollar-denominated cash and debt.

Our net debt, which reaches a seasonal peak around the half-year and is mainly dollar-denominated, was £1,275m (£1,746m in 2010) at 30 June. The year-on-year decrease reflects improved cash flow and proceeds from the disposal of Interactive Data.

The board has declared an interim dividend of 14p per share, an 8% increase on 2010.

## DIVISIONAL ANALYSIS\*

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>						
North American Education	940	1,017	(8)%	(3)%	(4)%	2,640
International Education	639	504	27%	26%	6%	1,234
Professional	177	136	30%	35%	1%	333
<b>Education</b>	<b>1,756</b>	<b>1,657</b>	<b>6%</b>	<b>9%</b>	<b>(1)%</b>	<b>4,207</b>
FT Group	203	192	6%	7%	6%	403
Penguin	457	493	(7)%	(4)%	0%	1,053
<b>Total continuing</b>	<b>2,416</b>	<b>2,342</b>	<b>3%</b>	<b>6%</b>	<b>0%</b>	<b>5,663</b>
<b>Adjusted operating profit</b>						
North American Education	46	51	(10)%	(4)%	(19)%	469
International Education	63	36	75%	68%	23%	171
Professional	26	17	53%	59%	0%	51
<b>Education</b>	<b>135</b>	<b>104</b>	<b>30%</b>	<b>31%</b>	<b>(1)%</b>	<b>691</b>
FT Group	31	30	3%	10%	3%	60
Penguin	42	44	(5)%	0%	13%	106
<b>Total continuing</b>	<b>208</b>	<b>178</b>	<b>17%</b>	<b>20%</b>	<b>3%</b>	<b>857</b>

\* During the course of 2010, a number of minor changes to management responsibilities in certain countries were made which have affected reported segmental numbers in Penguin, North American Education and International Education. (see segmental analysis in the financial review for more details).

**NORTH AMERICAN EDUCATION**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>940</b>	1,017	(8)%	(3)%	(4)%	2,640
<b>Adjusted operating profit</b>	<b>46</b>	51	(10)%	(4)%	(19)%	469

North American Education is Pearson's largest business, with 2010 sales of £2.6bn and operating profit of £469m. Sales and profits declined by 3% and 4% respectively in the first half of 2011, the result of the expected slower year for the US education publishing industry and tough comparables against an exceptionally strong first half of 2010 (when sales increased by 10% over the previous year). Key highlights in the first half of 2011 include:

**Higher Education**

- After a very strong performance in the first half of 2010, the US Higher Education publishing market declined 12% in the first half of the year, according to the Association of American Publishers. The industry has been affected by tough comparables and weaker enrolment, especially in for-profit colleges, as well as the impact of the stocking patterns of textbook rental schemes.
- Our higher education business grew, performing well ahead of the rest of the industry with significant market share gains in publishing and strong growth from digital products and services.
- Pearson's pioneering 'MyLab' digital learning, homework and assessment programmes again grew strongly with student registrations up 25% to 3.9 million in North America. Evaluation studies show that the use of the MyLab programmes can significantly improve student test scores and institutional productivity (<http://bit.ly/fWPic0>).
- We collaborated with the State of Kentucky to create a digital learning repository aligned to the Common Core State Standards to allow educators to browse, search, upload, download, update, rate and reuse more than 85,000 standards-based digital items.
- eCollege increased fully online enrolments by 32% to more than three million. Renewal rates remain high at 87% by value and usage grew strongly.

**Assessment and Information**

- We achieved good growth in assessment and information services, in spite of the difficult funding environment and uncertainty relating to the transition to the Common Core State Standards, now adopted by almost all US states.
- We continued to produce strong growth in secure online testing, an important market for the future. In the year-to-date we have delivered more than nine million secure online tests.
- Pearson was awarded a new contract with Kentucky, to build and implement testing programmes for English Language Arts and Math in grades 3-8; and a two-year extension on the California Standardized Testing and Reporting contract.
- We continued to achieve strong growth with AIMSWEB, our progress monitoring service which enables early intervention and remediation for struggling students.
- Pearson has partnered with Stanford University to provide scoring services to support Stanford's Teacher Performance Assessment. This is a new system adopted by a consortium of more than 20 states to link instruction in teachers' colleges more closely with practice in K-12 schools.

- On 31 May we completed the acquisition of SchoolNet, a profitable, fast-growing and innovative education technology company that aligns assessment, curriculum and other services to help individualize instruction and improve teacher effectiveness.

### **School Curriculum**

- After a very strong performance in the first half of 2010, the US School publishing market declined 22% in the first half of the year, according to the Association of American Publishers. Tough comparisons with significant shipments to Texas and Florida in June 2010 combined with state budget pressure and a smaller new adoption opportunity to produce a weak school publishing market.
- Our school curriculum revenues declined in the first half but we gained share in these tough markets boosted by a very strong adoption performance, which benefited from the strength of our blended print-and-digital programmes including Writing Coach, Prentice Hall Math and enVisionMATH. We took an estimated 37% of new adoptions competed for (or 29% of the total new adoption market). Easier comparables and the benefits of our strong adoption performance will boost our second half revenue growth.
- We initiated investments to update our major Literacy and Mathematics programmes to ensure alignment with the Common Core State Standards. Our curriculum resources, coupled with our school services of other kinds, offer our customers a full suite of support to implement the Common Core.
- The Pearson Foundation partnered with the Bill & Melinda Gates Foundation to create a series of digital instructional resources in math and reading/English language arts which will give teachers and students access to the latest and most effective digital learning technologies as they prepare to meet the goals of the Common Core Standards.

## INTERNATIONAL EDUCATION

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>639</b>	504	27%	26%	6%	1,234
<b>Adjusted operating profit</b>	<b>63</b>	36	75%	68%	23%	171

Our International Education business is active in more than 70 countries. It is a major focus of our strategy, and sales and profits have doubled since 2006. In the first half of 2011 sales increased by a further 26% and profits by 68%, as good underlying growth combined with the contribution of newly-acquired companies. Key highlights include:

**Global**

- 'MyLab' digital learning, homework and assessment programmes were used outside the US by more than 390,000 students, up more than 30% on 2010, and are now sold worldwide.
- Wall Street English, Pearson's worldwide chain of English language centres for professionals, increased student numbers by 9% to almost 190,000. We opened 23 new centres around the world, bringing the total number close to 450.

**Developing markets**

- In China, student enrolments at our Wall Street English centres increased 25%, boosted by strong underlying demand and the launch of seven new centres. Our publishing business there also achieved strong growth as we expanded the range of Pearson products. In Hong Kong, we performed strongly in new school adoptions, helped by the strength of our English Language Teaching products.
- In Africa, we completed the acquisition of a 75% stake in CTI, one of South Africa's leading private higher education institutions which serves more than 9,000 students on 12 campuses. Since the acquisition, we have attained accreditation for a CTI Masters degree programme. We have also delivered half a million secondary textbooks for Physics, Biology and History to all Government secondary schools in Uganda, and one million Junior African Writer readers to the Ministry of Education in Sierra Leone.
- In India, we increased our stake in TutorVista to 76%. TutorVista provides online tutoring worldwide and K12 school solutions and education services in India. Since the acquisition, we have integrated its tutoring services with Pearson learning platforms across the US, UK, Australia and Canada. Inside India we launched the Pearson brand in schools and are now fully managing 22 schools, up from 11 in January 2011.
- In Latin America, we completed the acquisition of SEB's *sistema*, or school learning systems business, and started its integration with Pearson while investing in new products and services. Since the acquisition, we have launched a digital content pilot for approximately 1,000 secondary students and provided English Language Teaching materials to an estimated 30,000 *sistema* students.
- In the Middle East, we deployed a customised Arabic language Student Information System, eSIS, to 59 private schools in Abu Dhabi.

**United Kingdom**

- We launched a new UK school improvement service which will pilot its whole-school approach with five UK secondary schools. In higher education we created a groundbreaking partnership with Royal Holloway University of London, which will validate Pearson degrees from September 2012.

- We marked more than 5.1 million GCSE, A/AS Level and other examinations using onscreen technology. We marked more than 3.8 million test scripts for over half a million pupils taking National Curriculum Tests at Key Stage Two in 2011 and have been selected to mark tests in 2012, subject to contract.
- Registrations for our BTEC qualification continued to grow to 1.4 million, up 17% versus 2010. BTEC Apprenticeships received 40,000 registrations, 95% through employers and training providers.
- We acquired EDI plc, a leading provider of education and training qualifications and assessment services, with a strong reputation for the use of information technology to administer learning programmes and deliver on-screen assessments.

### **Rest of World**

- In Australia, we formed a strategic partnership with the University of New England to expand distance learning capacity and access to higher education, and to improve the online learning experience. Our platform delivers improved monitoring and analysis of academic trends to boost student performance and improve student retention and satisfaction.
- The Australian Department of Immigration & Citizenship (DIAC) placed the Pearson Test of Academic English (PTE) on its approved list of English language proficiency tests for Australian visas. We saw strong increases in demand for PTE across the globe.
- We launched the Australian edition of our pioneering US digital maths curriculum, enVisionMATH (<http://www.pearsonplaces.com.au/envision.aspx>) and have more local versions in development to bring high quality digital curriculum to new markets across the globe.
- In Italy, our new digital curriculum using our US eText platform to deliver ebooks and Interactive White Board content helped us gain significant share in lower secondary adoptions.
- In Japan, we faced major disruption following the March tsunami. Our people responded magnificently, maintaining operations and achieving notable successes, particularly with the Versant Test of Communicative English aimed at helping Japanese companies to sustain a globally competitive workforce.

**PROFESSIONAL**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>177</b>	136	30%	35%	1%	333
<b>Adjusted operating profit</b>	<b>26</b>	17	53%	59%	0%	51

Our Professional education business is focused on publishing, training, testing and certification for professionals. This business grew operating profit from £17m in 2006 to £51m in 2010 and has increased it further in the first half of 2011 as we integrated the Melorio business. Key highlights include:

**Professional testing**

- We continued to see good revenue and profit growth at Pearson VUE, which administered more than four million tests in the first half of the year, benefiting from sales of additional services to customers and contractual fee increases.
- We formed a joint venture with the American Council on Education to develop an online General Educational Development (GED) test aligned with new Common Core standards. The GED test measures an adults' high school level knowledge and skills in math, reading, writing, science and social science.
- We launched a new touch-screen theory driving test for the Roads and Transport Authority for Dubai. The test is delivered in Arabic, English and Urdu, and is expected to assess more than 500,000 candidates in the first year. The new test follows the opening last year of a new Pearson VUE office in Dubai to meet the Middle East's demand for computer-based testing.

**Professional publishing**

- Our resilient performance in the US benefited from the breadth of our publishing and range of revenue streams, from online retail through digital subscriptions. As a result, digital products and services now account for approximately 30% of our professional publishing revenues in the US. In some International markets such as Japan, professional publishers continued to face very challenging trading conditions.

**Professional training**

- At Pearson in Practice (formerly known as Melorio), we successfully graduated our largest IT cohort and launched or enhanced several new apprenticeship programmes in logistics, construction, management and customer service, business and health.

**FINANCIAL TIMES GROUP**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>203</b>	192	6%	7%	6%	403
<b>Adjusted operating profit</b>	<b>31</b>	30	3%	10%	3%	60

In recent years, the FT Group has made significant changes to its business model and business mix. In the first half of 2011, digital and services accounted for 46% of FT Group revenues and content revenues accounted for 57%. The FT Group achieved good sales and profit growth in turbulent markets in the first half of 2011 and invested in a significant number of new product launches, with key highlights including:

**Financial Times**

- The FT's digital readership continues to grow strongly. Digital subscriptions increased by 34% to almost 230,000 and registered users by 49% to 3.7 million. Mobile devices now account for 22% of FT.com traffic and more than 15% of our new subscriptions. The FT now has more than 1,500 direct corporate licenses. Across print and online, the FT's total paid circulation was more than 585,000, up 4% on 2010, reaching an average daily audience of 2.1 million.
- We saw modest overall advertising growth, with a strong performance in luxury and online, but demand remains volatile and visibility poor.
- We continued to invest in new products and innovation including the launch of a new web app (attracting more than 230,000 users in June), the FT Non Executive Certificate (in partnership with Pearson Learning Studio and Edexcel), Brazil Confidential (premium news and analysis on Brazil), MandateWire Analysis (market insights for fund managers) and a growing suite of data analytics tools.

**Mergermarket**

- Mergermarket continued to benefit from an improvement in market conditions, supporting strong renewal rates and growth in new business revenues. An increase in global merger and acquisition activity benefited mergermarket and dealReporter; continued volatility in debt markets helped sustain the strong performance of DebtWire. MergerID continued to benefit from a broadening network of users and strong growth in transaction matches.
- We launched a large number of new products, extending our reach into new geographies (US Wealth Monitor, Xtract Asia, ABS Europe), new strategies (multi-strategy products) and new coverage areas (municipal bonds, dividend arbitrage).

**Joint ventures and associates**

- The Economist, in which Pearson owns a 50% stake, increased global weekly circulation by 3.7% to 1.47 million (for the July-December 2010 ABC period); total annual online visits were 140 million for the 12 months to 30 June 2011, a year-on-year-increase of 33%.
- FTSE, our 50% owned joint-venture with the London Stock Exchange, saw headline revenue growth of 38% driven by new sales of benchmark data, licensed sales to asset management companies and the acquisition of the remaining 50% of FXI, FTSE's JV with Xinhua Finance in China.

## PENGUIN

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>457</b>	493	(7)%	(4)%	0%	1,053
<b>Adjusted operating profit</b>	<b>42</b>	44	(5)%	0%	13%	106

Over the past five years Penguin profits have increased at an annual average rate of 8%, even as we have reshaped the business against the backdrop of a fast-changing consumer publishing industry. Penguin made a strong and competitive start to 2011 in spite of significant retail disruption in its major markets. Sales were level in underlying terms – against a strong first half of 2010 – while profits show an underlying increase of 13% to £42m, the result of an increased emphasis on product and channel profitability, the widespread adoption of digital technologies and the continuing benefit of a restructuring programme undertaken in 2009. During the course of 2010, we made a number of minor changes to management responsibilities in certain countries which have affected the reported segmental numbers and reduced Penguin's revenue growth rate at CER by approximately 4% percentage points.

First half highlights include:

### Global

- The US business continued to perform strongly and to lead Penguin in its adaptation to dramatic industry shifts. It extended its successful eBook programme, developed new digital platforms and pursued new sources of revenue to mitigate challenges faced by physical retailing and, in particular, the disruption caused by the bankruptcy of Borders, the second largest book chain in the US.
- In the UK and Australia we saw good market share gains in markets that were generally weak, compounded in Australia by the collapse of the REDgroup, the country's largest book retailer, in February.
- DK had an excellent first half, posting good sales growth on top of a successful 2010. The LEGO® publishing programme continued to drive sales with core reference and pre-school titles also performing well. The travel market remains challenging.
- India had an excellent first half driven by a creative publishing programme, a strong direct sales business (selling approximately 600,000 copies in the first six months of the year) and helped by an underlying improvement in the economy. It also launched its first app in March.
- The global roll-out of Penguin-branded merchandise in the first half was designed to offer retailers book-related product and to raise awareness of the Penguin brand around the world.

### Digital

- eBook sales grew 128% and now represent 14% of Penguin revenues worldwide.
- Penguin announced a number of direct-to-consumer initiatives in the first half including Book Country, a community of writers helping writers, and Bookish and aNobii, new digital platforms for readers in the US and UK respectively.
- Penguin continued to invest in digital innovation, launching a second BabyTouch app, an amplified edition of Jack Kerouac's *On the Road* and DK's Miriam Stoppard's Pregnancy app.
- The Penguin eSpecials programme comprising short works in digital form tripled in size in the first half of the year. Tyler Cowen's *The Great Stagnation* was a stand-out success hitting the *New York Times* bestseller list in March and prompting a hardcover publication in June.



## Publishing performance

- Penguin US had a strong start to the year, publishing a record 157 bestsellers, including some of the biggest selling books by authors such as Charlaine Harris and Nora Roberts, both of whom have now sold more than a million eBooks, as has Kathryn Stockett's *The Help*. Ron Chernow's *Washington: A Life* won the Pulitzer Prize and Peter Bognanni's *House of Tomorrow* won the *Los Angeles Times* First Fiction Award.
- In the UK, Penguin published 46 bestsellers including paperback titles from its Christmas bestsellers such as Stephen Fry, Dawn French and Michael McIntyre, as well as Jamie Oliver's *30 Minute Meals* and Marian Keyes' *The Brightest Star in the Sky*, the top and third bestselling titles across the industry in the first half. The children's division, crowned Publisher of the Year earlier in the year, continued its remarkable growth driven by the continued success of the Wimpy Kid series as well as Moshi Monsters titles.
- In Australia, Penguin had two of the top five industry bestsellers with Jamie Oliver's *30 Minute Meals* taking the top spot and Jeff Kinney's *The Ugly Truth* at number five.
- DK's bestseller success continued in the first half with LEGO® *Harry Potter: Building the Magical World* hitting number one on the New York Times bestseller list and LEGO® *Star Wars: The Visual Dictionary* staying on the list for 76 weeks.
- A strong second half publishing list is led by major new books in the US, including titles by Patricia Cornwell, Sue Grafton, Eric Carle, Niall Ferguson and Bill Maher. Penguin UK's list includes new titles by Jeremy Paxman, Jamie Oliver, Michael Lewis, Claire Tomalin, Rob Brydon, Lee Evans, Jeremy Clarkson, Jeff Kinney and Charlie Higson. DK will launch LEGO® Ideas Book, Masterchef Kitchen Bible, Alien Robot Kit and the app of The Human Body.

## FINANCIAL REVIEW

### Operating result

On a headline basis, sales from continuing operations for the six months to 30 June 2011 increased by £74m or 3% from £2,342m for the first six months of 2010 to £2,416m for the equivalent period in 2011. Adjusted operating profit from continuing operations increased by £30m or 17% from £178m in the first six months of 2010 to £208m in 2011.

On an underlying basis, sales were flat in 2011 compared to 2010 and adjusted operating profit from continuing operations grew by 3%. Our underlying measures exclude the effects of exchange and portfolio changes. In 2011, currency movements decreased sales by £70m (3%) and adjusted operating profit by £6m (3%) while portfolio changes increased sales by £148m (6%) and adjusted operating profit by £31m (17%).

Adjusted operating profit excludes amortisation of acquired intangibles, acquisition costs and gains and losses on business disposals. Statutory operating profit (from continuing operations) increased by £4m or 3% from £128m in 2010 to £132m in 2011. Statutory operating profit includes intangible amortisation, acquisition costs and other gains and losses arising from acquisitions and disposals and does not include the contribution from discontinued operations.

### Discontinued operations

On 29 July 2010, Pearson's 61% share in Interactive Data Corporation was sold to Silver Lake and Warburg Pincus for \$2bn. The results of Interactive Data for 2010 have been included as discontinued operations in these financial statements. Interactive Data's adjusted operating profit for the six months to 30 June 2010 was £70m. The gain on sale of Interactive Data of £1,037m and the attributable tax charge of £306m was recorded in the second half of 2010. The total profit from discontinued operations after taking account of the above items, intangible amortisation, interest and related tax was £35m in the first half of 2010. There were no discontinued operations in 2011.

### Segmental analysis

During the second half of 2010, a number of minor changes to management responsibilities in certain countries were made which affected reported full year 2010 and half year 2011 segmental numbers in Penguin, North American Education and International Education. The amounts concerned have no impact on the group as a whole and have been treated as portfolio changes for the purposes of calculating growth rates. The 2010 half year figures have not been restated as the amounts are not considered to be significant. If these changes had been made in the 2010 half year numbers the effect would have been to reduce the sales and profits at Penguin by £20m and £5m respectively, to increase sales and profits at International Education by £22m and £2m respectively and to reduce sales by £2m and increase profits by £3m in the North American Education segment.

### Net finance costs

Net finance costs reported in our adjusted earnings comprise net interest payable and net finance costs relating to retirement benefits. Net interest payable to 30 June 2011 was £32m, down from £39m in 2010. This fall is mainly due to lower average levels of net debt following the receipt of proceeds from the sale of Interactive Data. Finance income relating to retirement benefits was £2m in the first half of 2011 compared to a charge of £6m in the prior period.

Also included in the statutory definition of net finance costs are finance costs on put options associated with acquisitions, foreign exchange and other gains and losses. Finance costs for put options are excluded from adjusted earnings as they relate to future potential acquisitions and don't reflect cash expended. Foreign exchange and other gains and losses are excluded from adjusted earnings as they represent short-term fluctuations in market value and are subject

to significant volatility. These other gains and losses may not be realised in due course as it is normally the intention to hold the related instruments to maturity. In the period to 30 June 2011, the total of these items excluded from adjusted earnings was a loss of £20m compared to a profit of £11m in the period to 30 June 2010. The majority of the loss in 2011 relates to foreign exchange differences on a proportion of the unhedged US dollar proceeds from the Interactive Data sale. In 2010 the gain arose largely from foreign exchange on US dollar denominated debt.

### **Taxation**

Taxes on income in the period are accrued using the tax rates that would be applicable to expected annual earnings. The reported tax charge on statutory earnings for the six months to 30 June 2011 was £23m (28.0%) compared to a charge of £25m (26.6%) in the period to 30 June 2010. The charge reflects the overall mix of profits projected for the full year and the tax rates expected to apply to those statutory profits.

The effective tax rate on adjusted earnings for the six months to 30 June 2011 is 25.0%. This rate is lower than the statutory rate as it includes the benefit of tax deductions attributable to amortisation of goodwill and other intangibles. The benefit more accurately aligns the adjusted tax charge with the expected medium-term rate of cash tax payment.

### **Other comprehensive income**

Included in other comprehensive income are the net exchange differences on translation of foreign operations. The loss on translation of £53m at 30 June 2011 compares to a gain at 30 June 2010 of £270m and is principally due to movements in the US dollar. A significant proportion of the group's operations are based in the US and the US dollar strengthened in 2010 from an opening rate of £1:\$1.61 to a closing rate at the end of June 2010 of £1:\$1.50. At the end of June 2011 the US dollar had weakened slightly in comparison to the opening rate moving from £1:\$1.57 to £1:\$1.61.

Also included in other comprehensive income in 2011 is an actuarial loss of £19m in relation to post retirement plans. This loss largely arises from lower asset returns than expected for the UK group pension plan and compares to an actuarial loss at 30 June 2010 of £122m. The 2010 loss arose as the assumptions relating to inflation and the discount rate used in the actuarial valuation contributed to an increase in the value of liabilities whilst investment returns in the first six months of 2010 were less than expected.

### **Non-controlling interest**

The non-controlling interest in the income statement in 2010 comprises mainly the publicly-held share of Interactive Data for the period to disposal in July 2010. There are also non-controlling interests in the group's businesses in South Africa, China and India although none of these are material to the group numbers.

### **Pensions**

Pearson operates a variety of pension plans. Our UK group plan has by far the largest defined benefit section. We have some smaller defined benefit sections in the US and Canada but, outside the UK, most of our companies operate defined contribution plans.

The charge to profit in respect of worldwide pensions and retirement benefits amounted to £46m in the period to 30 June 2011 (30 June 2010: £53m) of which a charge of £48m (30 June 2010: £47m) was reported in operating profit and the net finance income of £2m (30 June 2010: cost £(6)m) was reported against net finance costs.

The overall deficit on the UK group plan of £5m at the end of 2010 has become a surplus of £7m at 30 June 2011. The surplus has arisen principally due to an increased level of contributions in the year together with a favourable movement in the discount rate used to value the liabilities. In total, our worldwide deficit in respect of pensions and other post retirement benefits fell slightly from a deficit of £148m at the end of 2010 to a net deficit of £141m at the end of June 2011.

## Dividends

The dividend accounted for in the six months to 30 June 2011 is the final dividend in respect of 2010 of 25.7p. An interim dividend for 2011 of 14.0p was approved by the Board in July 2011 and will be accounted for in the second half of 2011.

## Principal risks and uncertainties

We conduct regular reviews to identify risk factors which may affect our business or financial performance. Our internal audit function facilitates risk reviews with each business, shared service operations and corporate functions, identifying measures to mitigate these risks. The principal risks and uncertainties have not changed from those detailed in the 2010 Annual Report and are summarised below:

Our education, business information and book publishing businesses will be impacted by the rate of and state of technological change, including the digital evolution and other disruptive technologies.

Investment returns outside our traditional core US and UK markets may be lower than anticipated.

Our US educational solutions and assessment businesses may be adversely affected by changes in state and local educational funding resulting from either general economic conditions, changes in government educational funding, programmes, policy decisions, legislation at both the federal and state level and/or changes in the state procurement processes.

A control breakdown or service failure in our school assessment businesses could result in financial loss and reputational damage.

Our reported earnings and cash flows may be adversely affected by changes in our pension costs and funding requirements.

Our intellectual property and proprietary rights may not be adequately protected under current laws in some jurisdictions and that may adversely affect our results and our ability to grow.

A major data privacy breach may cause reputational damage to our brands and financial loss.

Operational disruption to our business caused by our third party providers, a major disaster and/or external threats could restrict our ability to supply products and services to our customers.

## ENDS

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*Except for the historical information contained herein, the matters discussed in this press release include forward-looking statements that involve risk and uncertainties that could cause actual results to differ materially from those predicted by such forward-looking statements. These risks and uncertainties include international, national and local conditions, as well as competition. They also include other risks detailed from time to time in the company's publicly-filed documents, including the company's Annual Report. The company undertakes no obligation to update publicly any forward looking statement, whether as a result of new information, future events or otherwise.*

**CONDENSED CONSOLIDATED INCOME STATEMENT**

for the period ended 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Continuing operations</b>				
<b>Sales</b>	2	<b>2,416</b>	2,342	5,663
Cost of goods sold		<b>(1,109)</b>	(1,112)	(2,588)
<b>Gross profit</b>		<b>1,307</b>	1,230	3,075
Operating expenses		<b>(1,188)</b>	(1,117)	(2,373)
Share of results of joint ventures and associates		<b>13</b>	15	41
<b>Operating profit</b>	2	<b>132</b>	128	743
Finance costs	3	<b>(75)</b>	(54)	(109)
Finance income	3	<b>25</b>	20	36
<b>Profit before tax</b>	4	<b>82</b>	94	670
Income tax	5	<b>(23)</b>	(25)	(146)
<b>Profit for the period from continuing operations</b>		<b>59</b>	69	524
<b>Discontinued operations</b>				
Profit for the period from discontinued operations	8	-	35	776
<b>Profit for the period</b>		<b>59</b>	104	1,300
<b>Attributable to:</b>				
Equity holders of the company		<b>60</b>	92	1,297
Non-controlling interest		<b>(1)</b>	12	3

**Earnings per share from continuing and discontinued operations** (in pence per share)

Basic	6	<b>7.5p</b>	11.5p	161.9p
Diluted	6	<b>7.5p</b>	11.4p	161.5p

**Earnings per share from continuing operations** (in pence per share)

Basic	6	<b>7.5p</b>	9.0p	66.0p
Diluted	6	<b>7.5p</b>	9.0p	65.9p

The accompanying notes to the condensed consolidated financial statements form an integral part of the financial information.

**CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**  
for the period ended 30 June 2011

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Profit for the period	<b>59</b>	104	1,300
Net exchange differences on translation of foreign operations	<b>(53)</b>	270	173
Currency translation adjustment disposed	-	-	13
Actuarial (losses) / gains on retirement benefit obligations	<b>(19)</b>	(122)	71
Taxation on items recognised in other comprehensive income	<b>2</b>	38	(41)
<b>Other comprehensive (expense) / income for the period</b>	<b>(70)</b>	186	216
<b>Total comprehensive (expense) / income for the period</b>	<b>(11)</b>	290	1,516
<b>Attributable to:</b>			
Equity holders of the company	<b>(7)</b>	258	1,502
Non-controlling interest	<b>(4)</b>	32	14

**CONDENSED CONSOLIDATED BALANCE SHEET**

as at 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
Property, plant and equipment		<b>353</b>	353	366
Intangible assets	11	<b>5,760</b>	5,242	5,467
Investments in joint ventures and associates		<b>58</b>	34	71
Deferred income tax assets		<b>266</b>	474	276
Financial assets – Derivative financial instruments		<b>149</b>	156	134
Retirement benefit assets		<b>7</b>	-	-
Other financial assets		<b>62</b>	65	58
Trade and other receivables		<b>131</b>	133	129
<b>Non-current assets</b>		<b>6,786</b>	6,457	6,501
Intangible assets – Pre-publication		<b>654</b>	701	647
Inventories		<b>488</b>	532	429
Trade and other receivables		<b>1,247</b>	1,240	1,337
Financial assets – Derivative financial instruments		-	13	6
Financial assets – Marketable securities		<b>8</b>	5	12
Cash and cash equivalents (excluding overdrafts)		<b>541</b>	468	1,736
<b>Current assets</b>		<b>2,938</b>	2,959	4,167
Assets classified as held for sale		-	678	-
<b>Total assets</b>		<b>9,724</b>	10,094	10,668
Financial liabilities – Borrowings		<b>(1,902)</b>	(2,004)	(1,908)
Financial liabilities – Derivative financial instruments		<b>(4)</b>	(2)	(6)
Deferred income tax liabilities		<b>(442)</b>	(461)	(471)
Retirement benefit obligations		<b>(148)</b>	(449)	(148)
Provisions for other liabilities and charges		<b>(18)</b>	(40)	(42)
Other liabilities	12	<b>(284)</b>	(121)	(246)
<b>Non-current liabilities</b>		<b>(2,798)</b>	(3,077)	(2,821)
Trade and other liabilities	12	<b>(1,375)</b>	(1,309)	(1,605)
Financial liabilities – Borrowings		<b>(67)</b>	(612)	(404)
Financial liabilities – Derivative financial instruments		-	(2)	-
Current income tax liabilities		<b>(203)</b>	(159)	(215)
Provisions for other liabilities and charges		<b>(56)</b>	(38)	(18)
<b>Current liabilities</b>		<b>(1,701)</b>	(2,120)	(2,242)
Liabilities directly associated with assets held for sale		-	(181)	-
<b>Total liabilities</b>		<b>(4,499)</b>	(5,378)	(5,063)
<b>Net assets</b>		<b>5,225</b>	4,716	5,605
Share capital		<b>203</b>	203	203
Share premium		<b>2,529</b>	2,517	2,524
Treasury shares		<b>(130)</b>	(123)	(137)
Reserves		<b>2,590</b>	1,795	2,948
Total equity attributable to equity holders of the company		<b>5,192</b>	4,392	5,538
Non-controlling interest		<b>33</b>	324	67
<b>Total equity</b>		<b>5,225</b>	4,716	5,605

The condensed consolidated financial statements were approved by the Board on 28 July 2011.

**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY**  
for the period ended 30 June 2011

	Equity attributable to the equity holders of the company					Total	Non-controlling interest	Total equity
	Share capital	Share premium	Treasury shares	Translation reserve	Retained earnings			
<i>all figures in £ millions</i>								
<b>2011 half year</b>								
<b>At 1 January 2011</b>	203	2,524	(137)	402	2,546	<b>5,538</b>	67	<b>5,605</b>
Total comprehensive income	-	-	-	(51)	44	<b>(7)</b>	(4)	<b>(11)</b>
Equity-settled transactions	-	-	-	-	18	<b>18</b>	-	<b>18</b>
Tax on equity-settled transactions	-	-	-	-	-	-	-	-
Issue of ordinary shares under share option schemes	-	5	-	-	-	<b>5</b>	-	<b>5</b>
Purchase of treasury shares	-	-	(12)	-	-	<b>(12)</b>	-	<b>(12)</b>
Release of treasury shares	-	-	19	-	(19)	-	-	-
Put options over non-controlling interest	-	-	-	-	(72)	<b>(72)</b>	-	<b>(72)</b>
Changes in non-controlling interest	-	-	-	-	(72)	<b>(72)</b>	(30)	<b>(102)</b>
Dividends	-	-	-	-	(206)	<b>(206)</b>	-	<b>(206)</b>
<b>At 30 June 2011</b>	203	2,529	(130)	351	2,239	<b>5,192</b>	33	<b>5,225</b>
<b>2010 half year</b>								
At 1 January 2010	203	2,512	(226)	227	1,629	4,345	291	4,636
Total comprehensive income	-	-	-	250	8	258	32	290
Equity-settled transactions	-	-	-	-	20	20	-	20
Tax on equity-settled transactions	-	-	-	-	-	-	-	-
Issue of ordinary shares under share option schemes	-	5	-	-	-	5	-	5
Purchase of treasury shares	-	-	(49)	-	-	(49)	-	(49)
Release / cancellation of treasury shares	-	-	152	-	(152)	-	-	-
Changes in non-controlling interest	-	-	-	-	-	-	8	8
Dividends	-	-	-	-	(187)	(187)	(7)	(194)
At 30 June 2010	203	2,517	(123)	477	1,318	4,392	324	4,716



**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY** *continued*  
for the period ended 30 June 2011

	Equity attributable to the equity holders of the company					Total	Non-controlling interest	Total equity
	Share capital	Share premium	Treasury shares	Translation reserve	Retained earnings			
<i>all figures in £ millions</i>								
	2010 full year							
At 1 January 2010	203	2,512	(226)	227	1,629	4,345	291	4,636
Total comprehensive income	-	-	-	175	1,327	1,502	14	1,516
Equity-settled transactions	-	-	-	-	50	50	-	50
Tax on equity-settled transactions	-	-	-	-	4	4	-	4
Issue of ordinary shares under share option schemes	-	12	-	-	-	12	-	12
Purchase of treasury shares	-	-	(77)	-	-	(77)	-	(77)
Release / cancellation of treasury shares	-	-	166	-	(166)	-	-	-
Changes in non-controlling interest	-	-	-	-	(6)	(6)	(231)	(237)
Dividends	-	-	-	-	(292)	(292)	(7)	(299)
At 31 December 2010	203	2,524	(137)	402	2,546	5,538	67	5,605

**CONDENSED CONSOLIDATED CASH FLOW STATEMENT**  
for the period ended 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Cash flows from operating activities</b>				
Net cash (used in) / generated from operations	15	<b>(43)</b>	(32)	1,169
Interest paid		<b>(27)</b>	(30)	(78)
Tax paid		<b>(52)</b>	(46)	(85)
<b>Net cash (used in) / generated from operating activities</b>		<b>(122)</b>	(108)	1,006
<b>Cash flows from investing activities</b>				
Acquisition of subsidiaries, net of cash acquired		<b>(347)</b>	(149)	(535)
Acquisition of joint ventures and associates		<b>(2)</b>	(4)	(22)
Purchase of investments		<b>(5)</b>	(3)	(7)
Purchase of property, plant and equipment		<b>(30)</b>	(52)	(76)
Proceeds from sale of property, plant and equipment		<b>8</b>	-	-
Purchase of intangible assets		<b>(32)</b>	(16)	(56)
Disposal of subsidiaries, net of cash disposed		<b>(7)</b>	-	984
Tax paid on disposal of subsidiaries		-	-	(250)
Interest received		<b>5</b>	3	10
Dividends received from joint ventures and associates		<b>3</b>	11	23
<b>Net cash (used in) / generated from investing activities</b>		<b>(407)</b>	(210)	71
<b>Cash flows from financing activities</b>				
Proceeds from issue of ordinary shares		<b>5</b>	5	12
Purchase of treasury shares		<b>(12)</b>	(39)	(77)
Proceeds from borrowings		<b>15</b>	414	241
Liquid resources disposed		<b>4</b>	62	53
Repayment of borrowings		<b>(310)</b>	-	(13)
Finance lease principal payments		<b>(4)</b>	(3)	(3)
Dividends paid to company's shareholders		<b>(206)</b>	(187)	(292)
Dividends paid to non-controlling interests		-	(7)	(6)
Transactions with non-controlling interests		<b>(108)</b>	16	(7)
<b>Net cash (used in) / generated from financing activities</b>		<b>(616)</b>	261	(92)
Effects of exchange rate changes on cash and cash equivalents		<b>(24)</b>	(3)	(1)
<b>Net (decrease) / increase in cash and cash equivalents</b>		<b>(1,169)</b>	(60)	984
Cash and cash equivalents at beginning of period		<b>1,664</b>	680	680
<b>Cash and cash equivalents at end of period</b>		<b>495</b>	620	1,664

For the purposes of the cash flow statement, cash and cash equivalents are presented net of overdrafts repayable on demand. These overdrafts are excluded from cash and cash equivalents disclosed on the balance sheet. Included in the figures above are net cash generated from / (used in) discontinued operations as follows: operating activities £nil (2010 half year: £67m, 2010 full year: £85m); investing activities excluding net cash on disposal £nil (2010 half year: £(18)m, 2010 full year: £(35)m); financing activities £nil (2010 half year: £51m, 2010 full year: £49m).

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

for the period ended 30 June 2011

**1. Basis of preparation**

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The condensed consolidated financial statements have been prepared in accordance with the Disclosure and Transparency Rules of the Financial Services Authority and with IAS 34 'Interim Financial Reporting' as adopted by the European Union (EU). The condensed consolidated financial statements should be read in conjunction with the annual financial statements for the year ended 31 December 2010 which have been prepared in accordance with International Financial Reporting Standards (IFRS) and International Financial Reporting Interpretations Committee (IFRIC) interpretations as adopted by the European Union (EU). In respect of accounting standards applicable to the group there is no difference between EU-adopted IFRS and International Accounting Standards Board (IASB)-adopted IFRS.

The condensed consolidated financial statements have also been prepared in accordance with the accounting policies set out in the 2010 Annual Report and have been prepared under the historical cost convention as modified by the revaluation of financial assets and liabilities (including derivative financial instruments) at fair value. The 2010 Annual Report refers to other new standards effective from 1 January 2011. None of these standards have had a material impact in these financial statements.

The group's forecasts and projections, taking account of reasonably possible changes in trading performance, seasonal working capital requirements and potential acquisition activity, show that the group should be able to operate within the level of its current committed borrowing facilities. The directors have confirmed that they have a reasonable expectation that the group has adequate resources to continue in operational existence for the foreseeable future. The condensed consolidated financial statements have therefore been prepared on a going concern basis.

The preparation of condensed consolidated financial statements requires the use of certain critical accounting assumptions. It also requires management to exercise its judgement in the process of applying the group's accounting policies. The areas requiring a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the condensed consolidated financial statements have been set out in the 2010 Annual Report.

The financial information for the year ended 31 December 2010 does not constitute statutory accounts as defined in section 434 of the Companies Act 2006. A copy of the statutory accounts for that year has been delivered to the Registrar of Companies. The Auditors' report on the full financial statements for the year ended 31 December 2010 was unqualified and did not contain an emphasis of matter paragraph or any statement under section 498 of the Companies Act 2006.

The condensed consolidated financial statements for the six months to 30 June 2011 have been reviewed by the auditors and their review opinion is included at the end of these statements.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**2. Segment information**

The group is organised into five segments: North American Education; International Education; Professional; Financial Times Group (FT Group); and Penguin. The results of the Interactive Data segment have been shown as discontinued.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Sales</b>			
North American Education	<b>940</b>	1,017	2,640
International Education	<b>639</b>	504	1,234
Professional	<b>177</b>	136	333
<b>Pearson Education</b>	<b>1,756</b>	1,657	4,207
<b>FT Group</b>	<b>203</b>	192	403
<b>Penguin</b>	<b>457</b>	493	1,053
<b>Sales – continuing operations</b>	<b>2,416</b>	2,342	5,663
Sales – discontinued operations	-	256	296
<b>Total sales</b>	<b>2,416</b>	2,598	5,959
<b>Adjusted operating profit</b>			
North American Education	<b>46</b>	51	469
International Education	<b>63</b>	36	171
Professional	<b>26</b>	17	51
<b>Pearson Education</b>	<b>135</b>	104	691
<b>FT Group</b>	<b>31</b>	30	60
<b>Penguin</b>	<b>42</b>	44	106
<b>Adjusted operating profit – continuing operations</b>	<b>208</b>	178	857
Adjusted operating profit – discontinued operations	-	70	81
<b>Total adjusted operating profit</b>	<b>208</b>	248	938

In addition to the external sales above, Penguin made inter-segment sales to the Education businesses of £1m (2010 half year: £13m, 2010 full year: £3m) and the Professional business made inter-segment sales to the other education businesses of £3m (2010 half year: £3m, 2010 full year: £5m). Penguin's inter-segment sales were restated at the end of 2010 following the change in segmental analysis referred to in the financial review.

Adjusted operating profit is one of Pearson's key business performance measures; it includes the operating profit from the total business including the results of discontinued operations. Other net gains and losses that represent profits and losses on the sale of subsidiaries, joint ventures, associates and other financial assets are excluded from adjusted operating profit as they distort the performance of the group. In 2011 we have excluded a net loss of £5m comprising a loss on disposal and a gain on the stepped acquisition of subsidiaries in the International Education business. In the second half of 2010 we have excluded a profit of £1,037m relating to Interactive Data, which is disclosed in discontinued operations (note 8), a profit of £12m relating to a gain in fair values on a stepped acquisition by an associate and a loss of £10m relating to the part disposal of an interest in a subsidiary. In the first half of 2010 other gains and losses relate to disposal costs incurred in advance of the disposal of Interactive Data.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**2. Segment information** *continued*

Amortisation of acquired intangibles, acquisition costs and movements in contingent acquisition consideration are also excluded from adjusted operating profit as these items are not considered to be fully reflective of the underlying performance of the group.

The following table reconciles adjusted operating profit from continuing operations to operating profit for each segment.

*all figures in £ millions*

	North American Education	International Education	Professional	FT Group	Penguin	Total
<b>2011 half year</b>						
Adjusted operating profit – continuing	46	63	26	31	42	208
Other net gains and losses	-	(5)	-	-	-	(5)
Acquisition costs	-	(6)	-	-	-	(6)
Amortisation of acquired intangibles	(28)	(28)	(5)	(4)	-	(65)
<b>Operating profit</b>	<b>18</b>	<b>24</b>	<b>21</b>	<b>27</b>	<b>42</b>	<b>132</b>
<b>2010 half year</b>						
Adjusted operating profit – continuing	51	36	17	30	44	178
Acquisition costs	-	-	(2)	(1)	-	(3)
Amortisation of acquired intangibles	(27)	(15)	(1)	(4)	-	(47)
Operating profit	24	21	14	25	44	128
<b>2010 full year</b>						
Adjusted operating profit – continuing	469	171	51	60	106	857
Other net gains and losses	-	(10)	-	12	-	2
Acquisition costs	(1)	(7)	(2)	(1)	-	(11)
Amortisation of acquired intangibles	(53)	(35)	(7)	(9)	(1)	(105)
Operating profit	415	119	42	62	105	743

Corporate costs are allocated to business segments on an appropriate basis depending on the nature of the cost and therefore the total segment result is equal to the group operating profit.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**3. Net finance costs**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Net interest payable	<b>(32)</b>	(39)	(73)
Finance income / (costs) in respect of retirement benefits	<b>2</b>	(6)	(12)
Finance cost of put options associated with acquisitions	<b>(4)</b>	-	-
Net foreign exchange (losses) / gains	<b>(13)</b>	7	9
Other gains / (losses) on financial instruments in a hedging relationship:			
- fair value hedges	-	(1)	-
Other gains / (losses) on financial instruments not in a hedging relationship:			
- amortisation of transitional adjustment on bonds	<b>1</b>	1	2
- derivatives	<b>(4)</b>	4	1
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)
Analysed as:			
Finance costs	<b>(75)</b>	(54)	(109)
Finance income	<b>25</b>	20	36
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)
Analysed as:			
Net interest payable	<b>(32)</b>	(39)	(73)
Finance income / (costs) in respect of retirement benefits	<b>2</b>	(6)	(12)
Net finance costs reflected in adjusted earnings	<b>(30)</b>	(45)	(85)
Other net finance (costs) / income	<b>(20)</b>	11	12
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)

For the purposes of calculating adjusted earnings, we have excluded the finance costs of put options as they relate to future potential acquisitions and don't reflect cash expended.

Foreign exchange and other gains and losses are excluded from adjusted earnings as they represent short-term fluctuations in market value and are subject to significant volatility. These other gains and losses may not be realised in due course as it is normally the intention to hold the related instruments to maturity.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**4. Profit before tax**

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Profit before tax – continuing operations</b>		<b>82</b>	94	670
Add back: amortisation of acquired intangibles	2	<b>65</b>	47	105
Add back: acquisition costs	2	<b>6</b>	3	11
Add back: other gains and losses	2	<b>5</b>	-	(2)
Add back: other net finance costs / (income)	3	<b>20</b>	(11)	(12)
Adjusted profit before tax - continuing operations		<b>178</b>	133	772
Adjusted profit before tax - discontinued operations		-	70	81
<b>Total adjusted profit before tax</b>		<b>178</b>	203	853

**5. Income tax**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Income tax charge – continuing operations</b>	<b>(23)</b>	(25)	(146)
Add back: tax benefit on amortisation of acquired intangibles	<b>(22)</b>	(17)	(35)
Add back: tax benefit on acquisition costs	<b>(2)</b>	(1)	(4)
Add back: tax benefit on other gains and losses	-	-	(1)
Add back: tax (benefit) / charge on other net finance income	<b>(6)</b>	3	3
Add back: tax benefit on recognition of pre-acquisition and capital losses	-	-	(37)
Tax amortisation benefit on goodwill and intangibles	<b>8</b>	8	36
Adjusted income tax charge - continuing operations	<b>(45)</b>	(32)	(184)
Adjusted income tax charge - discontinued operations	-	(21)	(31)
<b>Total adjusted income tax charge</b>	<b>(45)</b>	(53)	(215)
Tax rate reflected in adjusted earnings	<b>25.0%</b>	26.0%	25.2%

The adjusted income tax charge excludes the tax benefit or charge on items that are excluded from profit before tax (see note 4). Also excluded from the adjusted income tax charge in the full year 2010, is the tax benefit from recognition of pre-acquisition and capital losses as these do not relate to the group's previous operating activities.

The tax benefit from tax deductible goodwill and intangibles is added to the adjusted income tax charge as this benefit more accurately aligns the adjusted tax charge with the expected medium-term rate of cash tax payments.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**6. Earnings per share**

Basic earnings per share is calculated by dividing the profit attributable to equity shareholders of the Company (earnings) by the weighted average number of ordinary shares in issue during the period, excluding ordinary shares purchased by the Company and held as treasury shares. Diluted earnings per share is calculated by adjusting the weighted average number of ordinary shares to take account of all dilutive potential ordinary shares and adjusting the profit attributable, if applicable, to account for any tax consequences that might arise from conversion of those shares.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Profit for the period from continuing operations	<b>59</b>	69	524
Non-controlling interest	<b>1</b>	3	5
<b>Earnings from continuing operations</b>	<b>60</b>	72	529
Profit for the period from discontinued operations	-	35	776
Non-controlling interest	-	(15)	(8)
<b>Earnings</b>	<b>60</b>	92	1,297
Weighted average number of shares (millions)	<b>799.9</b>	802.3	801.2
Effect of dilutive share options (millions)	<b>2.0</b>	1.8	1.8
Weighted average number of shares (millions) for diluted earnings	<b>801.9</b>	804.1	803.0
<b>Earnings per share from continuing and discontinued operations</b>			
Basic	<b>7.5p</b>	11.5p	161.9p
Diluted	<b>7.5p</b>	11.4p	161.5p
<b>Earnings per share from continuing operations</b>			
Basic	<b>7.5p</b>	9.0p	66.0p
Diluted	<b>7.5p</b>	9.0p	65.9p

**7. Adjusted earnings per share**

In order to show results from operating activities on a consistent basis, an adjusted earnings per share is presented which excludes certain items as set out below.

The adjusted earnings per share includes both continuing and discontinued businesses on an undiluted basis. The Company's definition of adjusted earnings per share may not be comparable to other similarly titled measures reported by other companies.



**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
<b>2011 half year</b>									
<b>Operating profit</b>	2	<b>132</b>	-	5	6	65	-	-	<b>208</b>
Net finance costs	3	<b>(50)</b>	-	-	-	-	20	-	<b>(30)</b>
<b>Profit before tax</b>	4	<b>82</b>	-	5	6	65	20	-	<b>178</b>
Income tax	5	<b>(23)</b>	-	-	(2)	(22)	(6)	8	<b>(45)</b>
<b>Profit for the period – continuing</b>		<b>59</b>	-	5	4	43	14	8	<b>133</b>
Profit for the period – discontinued	8	-	-	-	-	-	-	-	-
<b>Profit for the period</b>		<b>59</b>	-	5	4	43	14	8	<b>133</b>
Non-controlling interest		<b>1</b>	-	-	-	-	-	-	<b>1</b>
<b>Earnings</b>		<b>60</b>	-	5	4	43	14	8	<b>134</b>
Weighted average number of shares (millions)									<b>799.9</b>
<b>Adjusted earnings per share</b>									<b>16.8p</b>

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
2010 half year									
Operating profit	2	128	70	-	3	47	-	-	248
Net finance costs	3	(34)	-	-	-	-	(11)	-	(45)
Profit before tax	4	94	70	-	3	47	(11)	-	203
Income tax	5	(25)	(21)	-	(1)	(17)	3	8	(53)
Profit for the period – continuing		69	49	-	2	30	(8)	8	150
Profit for the period – discontinued	8	35	(49)	7	-	5	-	2	-
Profit for the period		104	-	7	2	35	(8)	10	150
Non-controlling interest		(12)	-	(2)	-	(2)	-	(1)	(17)
Earnings		92	-	5	2	33	(8)	9	133
Weighted average number of shares (millions)									802.3
Adjusted earnings per share									16.6p

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
2010 full year									
Operating profit	2	743	81	(2)	11	105	-	-	938
Net finance costs	3	(73)	-	-	-	-	(12)	-	(85)
Profit before tax	4	670	81	(2)	11	105	(12)	-	853
Income tax	5	(146)	(31)	(38)	(4)	(35)	3	36	(215)
Profit for the period – continuing		524	50	(40)	7	70	(9)	36	638
Profit for the period – discontinued	8	776	(50)	(731)	-	5	-	-	-
Profit for the period		1,300	-	(771)	7	75	(9)	36	638
Non-controlling interest		(3)	-	(12)	-	(2)	-	-	(17)
Earnings		1,297	-	(783)	7	73	(9)	36	621
Weighted average number of shares (millions)									801.2
Adjusted earnings per share									77.5p

Other net gains and losses in the table above includes the tax benefit from recognition of pre-acquisition and capital losses (see note 5).

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**8. Discontinued operations**

On 29 July 2010, Pearson's 61% share in Interactive Data Corporation was sold to Silver Lake and Warburg Pincus for \$2bn. The results of Interactive Data are included as discontinued operations in 2010. There are no discontinued operations in 2011.

The sales and profit for the period on discontinued operations are analysed below.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Sales by discontinued operations</b>	-	256	296
Operating profit before intangible amortisation	-	70	81
Intangible amortisation	-	(7)	(8)
Finance income	-	-	-
Attributable tax expense	-	(21)	(28)
Profit after tax before sale of discontinued operations	-	42	45
Profit / (loss) before tax on sale of discontinued operations	-	(10)	1,037
Attributable tax (expense) / benefit	-	3	(306)
Profit / (loss) after tax on sale of discontinued operations	-	(7)	731
<b>Profit for the period from discontinued operations</b>	-	35	776
Profit before tax	-	53	1,110
Attributable tax expense	-	(18)	(334)
<b>Profit for the period from discontinued operations</b>	-	35	776
Operating profit included in adjusted earnings	-	70	81
Finance income	-	-	-
Attributable tax expense	-	(21)	(31)
<b>Profit for the period included in adjusted earnings</b>	-	49	50
Intangible amortisation	-	(7)	(8)
Attributable tax benefit	-	2	3
Profit / (loss) before tax on sale of discontinued operations	-	(10)	1,037
Attributable tax (expense) / benefit	-	3	(306)
Less: Tax amortisation benefit on goodwill and intangibles	-	(2)	-
<b>Profit for the period from discontinued operations</b>	-	35	776

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**8. Discontinued operations** *continued*

The profit on sale of discontinued operations is analysed below:

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Proceeds received	-	-	1,234
Costs	-	(10)	(43)
Net assets disposed	-	-	(141)
Profit / (loss) on sale before cumulative translation adjustment	-	(10)	1,050
Cumulative translation adjustment	-	-	(13)
<b>Profit / (loss) on sale before tax</b>	<b>-</b>	<b>(10)</b>	<b>1,037</b>
Attributable tax benefit / (expense)	-	3	(306)
<b>Profit / (loss) on sale after tax</b>	<b>-</b>	<b>(7)</b>	<b>731</b>

**9. Dividends**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Amounts recognised as distributions to equity shareholders in the period	<b>206</b>	187	292

The directors are proposing an interim dividend of 14.0p per equity share, payable on 16 September 2011 to shareholders on the register at the close of business on 19 August 2011. This interim dividend, which will absorb an estimated £112m of shareholders' funds, has not been included as a liability as at 30 June 2011.

**10. Exchange rates**

Pearson earns a significant proportion of its sales and profits in overseas currencies, the most important being the US dollar. The relevant rates are as follows:

	<b>2011 half year</b>	2010 half year	2010 full year
Average rate for profits	<b>1.61</b>	1.52	1.54
Period end rate	<b>1.61</b>	1.50	1.57

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**11. Intangible assets**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Goodwill	<b>4,855</b>	4,544	4,568
Other intangibles	<b>905</b>	698	899
<b>Total intangibles</b>	<b>5,760</b>	5,242	5,467

**12. Trade and other liabilities**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Trade payables	<b>(315)</b>	(309)	(470)
Accruals	<b>(473)</b>	(445)	(581)
Deferred income	<b>(536)</b>	(448)	(559)
Other liabilities	<b>(335)</b>	(228)	(241)
<b>Trade and other liabilities</b>	<b>(1,659)</b>	(1,430)	(1,851)
Analysed as:			
Trade and other liabilities – current	<b>(1,375)</b>	(1,309)	(1,605)
Other liabilities – non-current	<b>(284)</b>	(121)	(246)
<b>Total trade and other liabilities</b>	<b>(1,659)</b>	(1,430)	(1,851)

The deferred income balance comprises principally multi year obligations to deliver workbooks to adoption customers in school businesses; advance payments in assessment and testing businesses; subscription income in school and newspaper businesses; and obligations to deliver digital content in future periods.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**13. Business combinations**

On 31 May 2011 the North American Education business acquired Schoolnet Inc., a leading provider of data-driven education software for students and teachers. On 10 June 2011, the group completed the acquisition of EDI plc, a UK listed education services company operating primarily in the work based learning sector. In the period to 30 June 2011, the group also completed the acquisitions of CTI Education in South Africa, Tutorvista in India and various other smaller acquisitions.

Provisional values for the assets and liabilities arising from acquisitions completed in the period together with adjustments to prior period acquisitions are set out below.

	Schoolnet	EDI	Other	Total
<i>all figures in £ millions</i>				
Property, plant and equipment	1	3	2	6
Intangible assets	-	2	68	70
Intangible assets – Pre-publication	-	-	4	4
Inventories	-	-	7	7
Trade and other receivables	3	6	1	10
Cash and cash equivalents	2	10	25	37
Financial liabilities – Borrowings	-	-	(1)	(1)
Trade and other liabilities	(8)	(3)	(41)	(52)
Current income tax liabilities	-	(1)	(1)	(2)
Net deferred income tax liabilities	-	-	(10)	(10)
Provisions for other liabilities and charges	-	-	(2)	(2)
Retirement benefit obligations	-	(1)	-	(1)
Non-controlling interest	-	-	(14)	(14)
<b>Net assets / (liabilities) acquired at fair value</b>	<b>(2)</b>	<b>16</b>	<b>38</b>	<b>52</b>
Goodwill	147	100	97	344
<b>Total</b>	<b>145</b>	<b>116</b>	<b>135</b>	<b>396</b>
Satisfied by:				
Cash	(145)	(101)	(131)	(377)
Deferred consideration	-	(15)	-	(15)
Net prior year adjustments	-	-	(4)	(4)
<b>Total consideration</b>	<b>(145)</b>	<b>(116)</b>	<b>(135)</b>	<b>(396)</b>

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**13. Business combinations** *continued*

The net cash outflow on acquisitions in the period is shown in the table below:

	<b>Total</b>
<i>all figures in £ millions</i>	
Cash – Current period acquisitions	<b>(377)</b>
Deferred payments for prior period acquisitions and other items	<b>(3)</b>
Cash and cash equivalents acquired	<b>37</b>
Acquisition costs paid	<b>(4)</b>
<b>Net cash outflow on acquisitions</b>	<b>(347)</b>

In total, acquisitions completed in the period contributed an additional £35m of sales and £6m of operating profit before acquisition costs and intangible amortisation. If the acquisitions had completed on 1 January 2011 then we estimate that sales for the period would have been £2,446m and profit before tax would have been £87m.

**14. Net debt**

	<b>2011 half year</b>	2010 half year	2010 full year
<i>all figures in £ millions</i>			
<b>Non-current assets</b>			
Derivative financial instruments	<b>149</b>	156	134
<b>Current assets</b>			
Derivative financial instruments	-	13	6
Marketable securities	<b>8</b>	5	12
Cash and cash equivalents (excluding overdrafts)	<b>541</b>	468	1,736
<b>Non-current liabilities</b>			
Borrowings	<b>(1,902)</b>	(2,004)	(1,908)
Derivative financial instruments	<b>(4)</b>	(2)	(6)
<b>Current liabilities</b>			
Borrowings	<b>(67)</b>	(612)	(404)
Derivative financial instruments	-	(2)	-
<b>Net debt – continuing operations</b>	<b>(1,275)</b>	(1,978)	(430)
Net cash classified as held for sale	-	232	-
<b>Total net debt</b>	<b>(1,275)</b>	(1,746)	(430)

Pearson repaid its \$500m 7.0% Global Dollar Bonds on maturity in June 2011.



**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**15. Cash flows**

<i>all figures in £ millions</i>	note	2011 half year	2010 half year	2010 full year
<b>Reconciliation of profit for the period to net cash (used in) / generated from operations</b>				
Profit for the period		59	104	1,300
Income tax		23	43	480
Depreciation and amortisation charges		120	119	246
Loss on sale of property, plant and equipment (PPE)		3	3	3
Loss / (profit) on sale of businesses		5	10	(1,027)
Acquisition costs		6	3	11
Net finance costs		50	34	73
Share of results of joint ventures and associates		(13)	(15)	(41)
Share-based payment costs		18	20	39
Net foreign exchange adjustment		1	4	(3)
Pre-publication		(17)	(9)	29
Inventories		(63)	(66)	37
Trade and other receivables		92	10	(82)
Trade and other liabilities		(304)	(260)	165
Retirement benefit obligations		(22)	(31)	(64)
Provisions		(1)	(1)	3
<b>Net cash (used in) / generated from operations</b>		<b>(43)</b>	<b>(32)</b>	<b>1,169</b>
Dividends from joint ventures and associates		3	11	23
Net purchase of PPE including finance lease principal payments		(26)	(55)	(79)
Purchase of intangible assets		(32)	(16)	(56)
<b>Operating cash flow</b>		<b>(98)</b>	<b>(92)</b>	<b>1,057</b>
Operating tax paid		(52)	(46)	(85)
Net operating finance costs paid		(22)	(27)	(68)
<b>Free cash flow</b>		<b>(172)</b>	<b>(165)</b>	<b>904</b>
Dividends paid (including to non-controlling interests)		(206)	(194)	(298)
<b>Net movement of funds from operations</b>		<b>(378)</b>	<b>(359)</b>	<b>606</b>
Acquisitions and disposals (net of tax)		(469)	(149)	150
Purchase of treasury shares		(12)	(39)	(77)
New equity		5	5	12
Other movements on financial instruments		(15)	(5)	2
<b>Net movement of funds</b>		<b>(869)</b>	<b>(547)</b>	<b>693</b>
Exchange movements on net debt		24	(107)	(31)
<b>Total movement in net debt</b>		<b>(845)</b>	<b>(654)</b>	<b>662</b>
Opening net debt		(430)	(1,092)	(1,092)
<b>Closing net debt</b>	14	<b>(1,275)</b>	<b>(1,746)</b>	<b>(430)</b>

Operating cash flow, operating free cash flow and total free cash flow are non-GAAP measures and have been disclosed as they are part of Pearson's corporate and operating measures.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**16. Contingencies**

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There are contingent group liabilities that arise in the normal course of business in respect of indemnities, warranties and guarantees in relation to former subsidiaries and in respect of guarantees in relation to subsidiaries, joint ventures and associates. In addition there are contingent liabilities of the group in respect of legal claims, contract disputes, royalties, copyright fees, permissions and other rights. None of these claims are expected to result in a material gain or loss to the group.

**17. Related parties**

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Apart from transactions with the group's associates and joint ventures, there were no other material related party transactions and no guarantees have been provided to related parties in the period.

**18. Events after the balance sheet date**

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A reduction in the UK corporation tax rate to 25% from 1 April 2012 was proposed in the Finance (No.3) Bill 2010-11 but had not been substantially enacted at 30 June 2011 and has therefore not been reflected in these financial statements. The Bill was substantively enacted on 5 July 2011 but we do not believe that this change in rate will have a material effect on the UK deferred tax balances at 30 June 2011.

**STATEMENT OF DIRECTORS' RESPONSIBILITIES**

The directors confirm that the condensed consolidated financial information has been prepared in accordance with IAS 34 as adopted by the European Union and that the interim management report includes a fair review of the information required by sections 4.2.7 and 4.2.8 of the Disclosure and Transparency Rules of the Financial Services Authority.

The directors of Pearson plc are listed in the 2010 Annual Report.

By order of the Board

Marjorie Scardino  
Chief Executive  
28 July 2011

Robin Freestone  
Chief Financial Officer  
28 July 2011

## INDEPENDENT REVIEW REPORT TO PEARSON PLC

### Introduction

We have been engaged by Pearson plc (the "Company") to review the condensed set of financial statements in the half-yearly financial report for the six months ended 30 June 2011, which comprises the condensed consolidated income statement, condensed consolidated statement of comprehensive income, condensed consolidated statement of changes in equity, condensed consolidated balance sheet, condensed consolidated cash flow statement and related notes. We have read the other information contained in the half-yearly financial report and considered whether it contains any apparent misstatements or material inconsistencies with the information in the condensed set of financial statements.

### Directors' responsibilities

The half-yearly financial report is the responsibility of, and has been approved by, the directors. The directors are responsible for preparing the half-yearly financial report in accordance with the Disclosure and Transparency Rules of the United Kingdom's Financial Services Authority.

As disclosed in note 1, the annual financial statements of the group are prepared in accordance with International Financial Reporting Standards as adopted by the European Union. The condensed set of financial statements included in this half-yearly financial report has been prepared in accordance with International Accounting Standard 34, "Interim Financial Reporting", as adopted by the European Union.

### Our responsibility

Our responsibility is to express to the Company a conclusion on the condensed set of financial statements in the half-yearly financial report based on our review. This report, including the conclusion, has been prepared for and only for the company for the purpose of the Disclosure and Transparency Rules of the Financial Services Authority and for no other purpose. We do not, in producing this report, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

### Scope of review

We conducted our review in accordance with International Standard on Review Engagements (UK and Ireland) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", issued by the Auditing Practices Board for use in the United Kingdom. A review of interim financial information consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with International Standards on Auditing (UK and Ireland) and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

### Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the condensed set of financial statements in the half-yearly financial report for the six months ended 30 June 2011 is not prepared, in all material respects, in accordance with International Accounting Standard 34 as adopted by the European Union and the Disclosure and Transparency Rules of the United Kingdom's Financial Services Authority.

# **NEXUS ACADEMY**

## **ATTACHMENT 24**

Litigation  
Documentation

**NOT APPLICABLE**

**Davis, Kevin M.**

**From:** Kozlak, Mary K.  
**Sent:** Wednesday, April 18, 2012 10:15 AM  
**To:** Davis, Kevin M.  
**Subject:** FW: FedEx Shipment 793466231131 Delivered

Kevin, here's the FedEx confirmation sheet for BBL Indiana. Thanks. mkk

**From:** TrackingUpdates@emails.fedex.com [mailto:TrackingUpdates@emails.fedex.com]  
**Sent:** Wednesday, April 18, 2012 7:01 AM  
**To:** Kozlak, Mary K.  
**Subject:** FedEx Shipment 793466231131 Delivered

fedex.com | Ship | Track | Manage | Learn | Office/Print Services

## Your shipment has been delivered.

Tracking # [793466231131](#)

Tuesday 4/17/2012

**Kevin M. Davis**  
 525 B Street, Suite 2200  
 San Diego  
 CA  
 US  
 92101



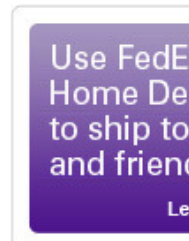
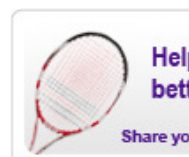
Wednesday 4/18/2012

**ATTN: Extracting St**  
 Internal Revenue Ser  
 201 W RIVERCENTE  
 COVINGTON  
 KY  
 US  
 41011

### Shipment Facts

Our records indicate that the following shipment has been delivered:

<b>Tracking number:</b>	<a href="#">793466231131</a>
<b>Reference:</b>	114716-000000
<b>Ship (P/U) date:</b>	Apr 17, 2012
<b>Delivery date:</b>	Apr 18, 2012 9:34 AM
<b>Sign for by:</b>	M.ELLIS
<b>Delivery location:</b>	COVINGTON, KY
<b>Delivered to:</b>	Receptionist/Front Desk
<b>Service type:</b>	FedEx Standard Overnight
<b>Packaging type:</b>	FedEx Box
<b>Number of pieces:</b>	1
<b>Weight:</b>	5.00 lb.
<b>Special handling/Services:</b>	Adult Signature Required Deliver Weekday



This tracking update has been requested by:

**Name:** Kevin M. Davis  
**Email:** mary.kozlak@procopio.com



Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:41 AM CDT on 04/18/2012.

To learn more about FedEx Express, please visit our website at [fedex.com](http://fedex.com).

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](http://fedex.com).

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to [fedex.com](http://fedex.com).

Thank you for your business.



Kevin M. Davis  
Direct Dial: (619) 515-3293  
E-mail: kevin.davis@procopio.com

April 17, 2012

**VIA FEDEX**

Internal Revenue Service  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011

Re: Better Blended Learning for Indiana, Inc.  
EIN: 45-4760576

Dear Sir or Madam:

Enclosed please find an Application for Recognition of Exemption (Form 1023) and a Power of Attorney (Form 2848) for Better Blended Learning for Indiana, Inc., an Indiana nonprofit domestic benefit corporation ("BBLI"), along with a check for \$850 made payable to the Department of Treasury to cover the applicable filing fee.

Thank you, in advance, for your prompt review of BBLI's exemption application. Pursuant to the Power of Attorney filed herewith, please contact me directly with any questions regarding the organization.

Sincerely,



Kevin M. Davis

KMD/mkk  
Enclosures

# Form 1023 Checklist

(Revised June 2006)

## Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

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**Note.** Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

**Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.**

- Assemble the application and materials in this order:
  - Form 1023 Checklist
  - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
  - Form 8821, *Tax Information Authorization* (if filing)
  - Expedite request (if requesting)
  - Application (Form 1023 and Schedules A through H, as required)
  - Articles of organization
  - Amendments to articles of organization in chronological order
  - Bylaws or other rules of operation and amendments
  - Documentation of nondiscriminatory policy for schools, as required by Schedule B
  - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
  - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
  
- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
  
- Employer Identification Number (EIN)
  
- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
  - You must provide specific details about your past, present, and planned activities.
  - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
  - Describe your purposes and proposed activities in specific easily understood terms.
  - Financial information should correspond with proposed activities.
  
- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___ No <input checked="" type="checkbox"/>	Schedule E	Yes ___ No <input checked="" type="checkbox"/>
Schedule B	Yes <input checked="" type="checkbox"/> No ___	Schedule F	Yes ___ No <input checked="" type="checkbox"/>
Schedule C	Yes ___ No <input checked="" type="checkbox"/>	Schedule G	Yes ___ No <input checked="" type="checkbox"/>
Schedule D	Yes ___ No <input checked="" type="checkbox"/>	Schedule H	Yes ___ No <input checked="" type="checkbox"/>

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
  - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Article IV
  - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 2, Article IV
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
  - Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service  
P.O. Box 192  
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
Better Blended Learning for Indiana, Inc.			
<b>3</b> Mailing address (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)	
5960 Carvel Avenue	A	45-4760576	
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
Indianapolis, IN 46220		06	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> )		<b>b</b> Phone: 419-706-7879	
a Name: Jeffrey W. Reed		<b>c</b> Fax: (optional)	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>9a</b> Organization's website: None			
<b>b</b> Organization's email: (optional) N/A			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
		See attached.	
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		03 / 12 / 2012	
<b>12</b> Were you formed under the laws of a <b>foreign country</b> ? If "Yes," state the country.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  **Yes**  **No**
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  **Yes**  **No**
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  **Yes**  **No**
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  **Yes**  **No**
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  **Yes**  **No**
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  **Yes**  **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Art. IV, Para. A-C
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 2, Art. IV, Para. D-F
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: \_\_\_\_\_

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
<b>PLEASE SEE ATTACHED</b>			

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

**c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

**2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship.  Yes  No

**b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No

**c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No

**3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

**b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No

**4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

**a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No

**b** Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No

**c** Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  **Yes**  **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source?  **Yes**  **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.  **Yes**  **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- 
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.  **Yes**  **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  **Yes**  **No**
- 
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.  **Yes**  **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.  **Yes**  **No**

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b** Describe any written or oral arrangements you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.  **Yes**  **No**
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.  **Yes**  **No**
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.  **Yes**  **No**
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.  **Yes**  **No**

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.  **Yes**  **No**
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.  **Yes**  **No**

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.  **Yes**  **No**
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.  **Yes**  **No**
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.  **Yes**  **No**
- 3a** Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.  **Yes**  **No**
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.  **Yes**  **No**
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.



**Part VIII Your Specific Activities** (Continued)

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)  **Yes**  **No**

- mail solicitations
- email solicitations
- personal solicitations
- vehicle, boat, plane, or similar donations
- foundation grant solicitations
- phone solicitations
- accept donations on your website
- receive donations from another organization's website
- government grant solicitations
- Other

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.  **Yes**  **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.  **Yes**  **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.  **Yes**  **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain.  **Yes**  **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program.  **Yes**  **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.  **Yes**  **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.  **Yes**  **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.  **Yes**  **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.  **Yes**  **No**

**b** Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.  **Yes**  **No**

**Part VIII Your Specific Activities** (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  Yes  No
- 
- 12a** Do you or will you operate in a **foreign country or countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  Yes  No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  Yes  No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  Yes  No
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form.  Yes  No
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  Yes  No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  Yes  No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  Yes  No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  Yes  No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  Yes  No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  Yes  No

**Part VIII Your Specific Activities** (Continued)

- |           |  |  |   |
|-----------|--|--|---|
| <b>15</b> | Do you have a <b>close connection</b> with any organizations? If "Yes," explain.   | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
| <b>16</b> | Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| <b>17</b> | Are you applying for exemption as a <b>cooperative service organization of operating educational organizations</b> under section 501(f)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| <b>18</b> | Are you applying for exemption as a <b>charitable risk pool</b> under section 501(n)? If "Yes," explain.   | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| <b>19</b> | Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.   | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
| <b>20</b> | Is your main function to provide <b>hospital or medical care</b> ? If "Yes," complete Schedule C.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| <b>21</b> | Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly</b> or <b>handicapped</b> ? If "Yes," complete Schedule F.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| <b>22</b> | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |

**Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From <u>07/01/11</u> To <u>06/30/12</u>	(b) From <u>07/01/12</u> To <u>06/30/13</u>	(c) From <u>07/01/13</u> To <u>06/30/14</u>	(d) From ..... To .....	
<b>Revenues</b>	<b>1</b> Gifts, grants, and contributions received (do not include unusual grants)	0	100,000	470,000		570,000
	<b>2</b> Membership fees received	0	0	0		0
	<b>3</b> Gross investment income	0	0	0		0
	<b>4</b> Net unrelated business income	0	0	0		0
	<b>5</b> Taxes levied for your benefit	0	0	0		0
	<b>6</b> Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0		0
	<b>7</b> Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	0	0	1,466,312		1,466,312
	<b>8</b> Total of lines 1 through 7	0	100,000	1,936,312		2,036,312
	<b>9</b> Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	0		0
	<b>10</b> Total of lines 8 and 9	0	100,000	1,936,312		2,036,312
	<b>11</b> Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0		0
	<b>12</b> Unusual grants	0	0	0		0
	<b>13</b> Total Revenue Add lines 10 through 12	0	100,000	1,936,312		2,036,312
<b>Expenses</b>	<b>14</b> Fundraising expenses	0	0	0		
	<b>15</b> Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0		
	<b>16</b> Disbursements to or for the benefit of members (attach an itemized list)	0	0	0		
	<b>17</b> Compensation of officers, directors, and trustees	0	0	0		
	<b>18</b> Other salaries and wages	0	18,627	605,818		
	<b>19</b> Interest expense	0	0	0		
	<b>20</b> Occupancy (rent, utilities, etc.)	0	55,250	369,000		
	<b>21</b> Depreciation and depletion	0	0	30,000		
	<b>22</b> Professional fees	0	10,000	29,800		
	<b>23</b> Any expense not otherwise classified, such as program services (attach itemized list)	0	2,700	892,306		
	<b>24</b> Total Expenses Add lines 14 through 23	0	86,577	1,926,924		

**Part IX Financial Data (Continued)**

**B. Balance Sheet (for your most recently completed tax year)**

Year End: **6/30/12**

Assets		(Whole dollars)
1	Cash . . . . .	0
2	Accounts receivable, net . . . . .	0
3	Inventories . . . . .	0
4	Bonds and notes receivable (attach an itemized list) . . . . .	0
5	Corporate stocks (attach an itemized list) . . . . .	0
6	Loans receivable (attach an itemized list) . . . . .	0
7	Other investments (attach an itemized list) . . . . .	0
8	Depreciable and depletable assets (attach an itemized list) . . . . .	0
9	Land . . . . .	0
10	Other assets (attach an itemized list) . . . . .	0
11	<b>Total Assets (add lines 1 through 10)</b> . . . . .	<b>0</b>
Liabilities		
12	Accounts payable . . . . .	0
13	Contributions, gifts, grants, etc. payable . . . . .	0
14	Mortgages and notes payable (attach an itemized list) . . . . .	0
15	Other liabilities (attach an itemized list) . . . . .	0
16	<b>Total Liabilities (add lines 12 through 15)</b> . . . . .	<b>0</b>
Fund Balances or Net Assets		
17	<b>Total fund balances or net assets</b> . . . . .	<b>0</b>
18	<b>Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)</b> . . . . .	<b>0</b>
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.  Yes  No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.  Yes  No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.  Yes  No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?  Yes  No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.  
The organization is not a private foundation because it is:
  - a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
  - b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
  - c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
  - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

**Part X Public Charity Status** (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

.....  
 (Signature of Officer, Director, Trustee, or other authorized official)

.....  
 (Type or print name of signer)

.....  
 (Date)

.....  
 (Type or print title or authority of signer)

For IRS Use Only

.....  
 IRS Director, Exempt Organizations

.....  
 (Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \_\_\_\_\_

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  **Yes**  **No**

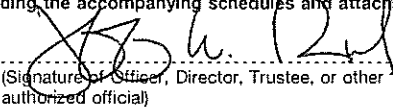
**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000?  Yes  No  
 If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
 If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

  
(Signature of Officer, Director, Trustee, or other authorized official)

**Jeffrey W. Reed**

(Type or print name of signer)

**4/16/12**  
(Date)

**Board Member**

(Type or print title or authority of signer)

**Reminder:** Send the completed Form 1023 Checklist with your filled-in-application.

**Schedule B. Schools, Colleges, and Universities**

If you operate a school as an activity, complete Schedule B

**Section I Operational Information**

- 1a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B.  **Yes**  **No**
- b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B.  **Yes**  **No**
- 2a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B.  **Yes**  **No**
- b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B.  **Yes**  **No**
- 3** In what public school district, county, and state are you located?
- 4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county?  **Yes**  **No**
- 5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain.  **Yes**  **No**
- 6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain.  **Yes**  **No**
- 7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements were or will be negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services.  **Yes**  **No**

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.

- 8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services.  **Yes**  **No**

**Note.** Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.**Section II Establishment of Racially Nondiscriminatory Policy**Information required by **Revenue Procedure 75-50.**

- 1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557.  **Yes**  **No**
- 2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy?  **Yes**  **No**
- a** If "Yes," attach a representative sample of each document.
- b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.
- 3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain.  **Yes**  **No**
- 4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully.  **Yes**  **No**



**Schedule B. Schools, Colleges, and Universities (Continued)**

**5** Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.

If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
<b>Total</b>						

**6** In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
<b>Total</b>								

**7a** Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

**b** Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain.  **Yes**  **No**

**8** Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.)  **Yes**  **No**

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part I, Question No. 7**

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**APPLICATION FOR RECOGNITION OF EXEMPTION**  
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**Attachment Part I, Question No. 10**

We believe that Better Blended Learning for Indiana, Inc. (“BBLI” or the “Corporation”) either is a “governmental unit” of the State of Indiana or an “affiliate of a governmental unit,” as those terms are defined in Revenue Procedure 95-48, and that BBLI therefore is exempt from the Section 6033 filing requirements pursuant to Section 1.6033-2(g)(6) of the Treasury Regulations and Revenue Procedure 95-48. Our analysis follows.

The Indiana legislature has allowed the creation of public charter schools and has determined that charter schools are part of the Indiana public school system. (Ind. Code § 20-24-1-4.) BBLI believes that public charter schools are either “governmental units” or “affiliates of a governmental unit” within the meaning of § 1.6033-2(g)(6) of the Treasury Regulations (“Regulations”). Consequently, such schools are not required to file Form 990.

**BBLI IS A GOVERNMENTAL UNIT OF THE STATE OF INDIANA.**

Revenue Procedure 95-48 exempts a “governmental unit” from the requirements of filing certain documents with the Internal Revenue Service (“IRS”), including the filing of the Form 990 annual informational return. The term “governmental unit” includes a “state or local governmental unit” as that term is defined in Section 1.103-1(b) of the Treasury Regulations.

Section 1.103-1(b) provides that the term “State or local governmental unit” includes, among other things, a “State,...or any political subdivision thereof,” and that the latter term “denotes any division of any State or local governmental unit which...has been delegated the right to exercise part of the sovereign power of the unit.”

Based on the analysis below, we believe that BBLI, by virtue of its charter application for Nexus Academy of Indianapolis (“Nexus”) pending before the Indiana Charter School Board will be granted part of the sovereign power of the State of Indiana. Specifically, part of the sovereign power of the State of Indiana is delegated to BBLI through the charter approval process, all in accordance with Indiana law. Accordingly, we believe that BBLI as the operator of a public charter school is a “political subdivision” of the State of Indiana and therefore a governmental unit for purposes of Revenue Procedure 95-48.

The test of delegation of sovereign power set out in Section 1.103-1(b) of the Treasury Regulations has been addressed by the Second and Third Circuit Courts of Appeals. *See, Philadelphia National Bank v. United States*, 666 F.2d 834 (3d Cir. 1981); *Commissioner v. Shamberg’s Estate*, 144 F.2d 998 (2d Cir. 1944) *cert. denied*, 323 U.S. 702 (1945); *Commissioner v. White’s Estate*, 144 F.2d 1019 (2d Cir. 1944), *cert. denied*, 323 U.S. 792 (1945). These decisions hold that there are three principal sovereign powers – namely, the power to tax, the power of eminent domain, and the police power. An entity need not be delegated all three sovereign powers to be regarded as a political subdivision. Rather, it is sufficient if there is

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a delegation of some substantial portion of at least one of the three sovereign powers. *Philadelphia National Bank, supra.*

While BBLI's principal source of support is an allocation of State tax revenues, we do not believe that BBLI has been delegated the power to tax, nor do we believe that BBLI has been delegated the power of eminent domain. We do believe, however, that the State has made a substantial delegation of the police power to BBLI.

In a series of decisions, the Supreme Court has defined the police power broadly. Thus, the police power extends to "dealing with the conditions which exist in the State as to bring out of them the greatest welfare of its people." *Bacon v. Walker*, 204 U.S. 311 (1907). Similarly, in *Chicago, Burlington & Quincy Railway Company v. Illinois, ex rel Drainage Commissioners*, 200 U.S. 561 (1906), the Court held that, "the police power of a State embraces regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals or the public safety." In short, the police power refers to the general power and responsibility of government to provide for the public health, safety, welfare, convenience and prosperity.

For example, both *Shamberg's Estate* and *White's Estate* involved the question of whether districts formed for the purpose of building and operating bridges and tunnels were political subdivisions for purposes of Section 103 of the Internal Revenue Code. With respect to the question of whether the formation of an organization for such purposes constituted a delegation of the police power, the court in *Shamberg's Estate* referred to "those functions of the State which by long usage and the inherent necessities of government have always been regarded as public." Similarly, in *White's Estate*, the court considered the police power question in terms of whether the district had been empowered to exercise governmental functions. In concluding that the operation of a toll bridge was a governmental function, the court found that such activities were "as traditional and primary state functions as any can imagine except those of enacting and enforcing general laws. Under the decisions its activities would universally be regarded as state functions."

The Indiana Constitution recognizes that a fundamental priority of the State of Indiana is to "provide, by law, for a general and uniform system of Common Schools, wherein tuition shall be without charge, and equally open to all." (Ind. Const. art. 8, §1.) Thus, the provision of a free, public education is a clearly recognized governmental function and a component of the government's power and responsibility to provide for the public welfare. Accordingly, the establishment and operation of a system of public education and the schools within that system is the exercise of police power. Through the grant of a charter, public charter schools are delegated that police power to organize, establish and operate public schools.

Moreover, the establishment and operation of a public charter school is not a mere, ministerial discharge of the State's educational obligation. Rather, the grant of a charter to operate a public school in Indiana involves a substantial delegation of the police power. Under

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the State's public charter school laws, a charter school "means a public elementary school or secondary school established under this article that: (1) is nonsectarian and nonreligious; and (2) operates under a charter." (Ind. Code § 20-24-1-4.)

In fact, the Indiana charter school laws were enacted for the purposes to "provide innovative and autonomous programs that do the following: "(1) Serve the different learning styles and needs of public school students, (2) Offer public school students appropriate and innovative choices, (3) Provide varied opportunities for professional educators, (4) Allow public schools freedom and flexibility in exchange for exceptional levels of accountability, and (5) Provide parents, students, community members, and local entities with an expanded opportunity for involvement in the public school system." (Ind. Code § 20-24-2-1.) Accordingly, by legislative design, broad discretion has been accorded organizers of charter schools in Indiana, and the establishment and implementation of a charter school, therefore, is not a mere ministerial discharge of the State of Indiana's educational responsibilities. Rather, the discretion that has been accorded organizers of charter schools in designing and carrying out the State's educational responsibilities represents a substantial delegation of the State's police power.

We note that in *Philadelphia National Bank, supra*, at 841, the Third Circuit Court of Appeals held that Temple University's conduct of a program of college level education did not involve the delegation or exercise of the police power of the Commonwealth of Pennsylvania. The court based this conclusion on the finding that, in Pennsylvania at least, private colleges and universities far outnumbered state affiliated educational institutions, and that the provision of a college education was not among the kinds of activities traditionally considered inherently or fundamentally governmental, unlike the construction of bridges and tunnels such as were at issue in *Schamberg's Estate* and *White's Estate*. We believe, however, that the provision of a below-college level education is, without question, among those functions traditionally viewed as inherently and fundamentally governmental. All 50 states provide a system of free public education (most states providing free public education below the college grade level). In fact, we are so accustomed to state provided primary education, we would find it shocking for a state to decide that it to no longer will provide a free public education. In any event, in light of the provisions of art. 8, §1 of the Indiana constitution, it is clear that Indiana, at least, views a free public education to be one of the fundamental duties and functions of state government.

Indiana law provides that public charter schools, such as Nexus operated by BBLI, are part of the State's public school system. (Ind. Code § 20-24-1-4.) This integration of charter schools in the public school system is reinforced by a variety of provisions of Indiana law.

First, charter schools, as other public schools, are prohibited from charging tuition and are entirely dependent on an allocation of State and federal tax revenues (and public philanthropy, if any). (Ind. Code § 20-24-7.) In addition, they must be nonsectarian in their programs, policies and operations. (Ind. Code § 20-24-1-4.) Charter schools must comply with

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the provisions of law and regulation governing other public schools, such as “all federal and state laws and constitutional provisions that prohibit discrimination on the basis of the following: (1) Disability, (2) Race, (3) Color, (4) Gender, (5) National origin, (6) Religion, and (7) Ancestry. (Ind. Code § 20-24-2-2.).

Moreover, public charter schools are subject to extensive oversight by their chartering authorities, which in Indiana includes an enumerated list of charter school sponsors established by the state, the Indiana Charter School Board and State Department of Education. (Ind. Code §§ 20-24-2.1, and 20-24-9.) The charter school sponsor must oversee the charter school’s compliance with the charter and all applicable laws. (Ind. Code § 20-24-9-3.) The sponsor must then submit an annual report to the state Department of Education. (Ind. Code § 20-24-9-1.) The annual report must include: (1) results of all standardize testing, (2) description of the educational and teaching methods, (3) attendance rates, (4) graduation rates, (5) student enrollment data, and (6) any reasons the charter school was closed or not renewed. (Ind. Code § 20-24-9-2.)

Accordingly, based on the foregoing analysis demonstrating not only that BBLI has been delegated a substantial portion of the sovereign power of the State of Indiana, but also that Indiana law regards BBLI as a political subdivision of the State of Indiana and therefore a “governmental unit” free of the filing requirements of Section 6033 for purposes of Revenue Procedure 95-48.

**ALTERNATIVELY, BBLI IS AN AFFILIATE OF A GOVERNMENTAL UNIT.**

Alternatively, BBLI qualifies as an “affiliate of a governmental unit” as that term is used in Revenue Procedure 95-48, and therefore is also exempt from the informational return filing requirements on the basis of that characterization.

Under Revenue Procedure 95-48, an organization will qualify for status as an “affiliate of a governmental unit” if it satisfies a three part test, specifically: (1) the organization is “operated, supervised, or controlled by” one or more governmental units; (2) it has two or more of the affiliation factors listed in Section 4.03 of the Revenue Procedure; and (3) its filing of annual informational return is not otherwise necessary to the efficient administration of the internal revenue laws. This three part test is discussed below.

- **Operated, Supervised or Controlled By.**

BBLI and its Nexus public charter school are “operated, supervised, or controlled by,” one or more governmental units, as those terms are defined in Section 1.509(a)-4(g)(1)(i) of the Treasury Regulations. Such a control relationship has been found by the IRS to be manifested by the authority to direct services, to set or approve fees and prices, to set or approve budgets and to monitor and audit financial performance. (See “Virtual Mergers – Hospital Joint

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Operating Agreement Affiliations,” *Continuing Professional Education Exempt Organizations Technical Instruction Program for FY 1997* (1996).)

Indiana charter school laws subject charter schools in Indiana to a wide variety of performance controls and oversight by State and local governmental agencies, beginning with control of the charter application approval process. (Ind. Code § 20-24-3.) The charter organizer must develop and submit a charter proposal containing: (1) the name and purpose of the charter school; (2) governance and management structures; (3) educational missions goals; (4) curriculum and instructional methods; (5) methods of pupil assessment; (6) admission policy and criteria in accordance with state nondiscrimination laws; (7) the school calendar; (8) age or grade range of students to be enrolled; (9) a description of staff responsibilities; (10) a description of the physical plan; (11) budget and financial plans; (12) personnel plan, including the methods for selection, retention and compensation of employees; (13) transportation plan; (14) discipline program; (15) plan for compliance with any applicable desegregation order; (16) the date when the charter school is expected to begin operations and have students attending the school; and, (17) arrangements for providing teachers and other staff with health insurance, retirement benefits, liability insurance and other benefits. (Ind. Code § 20-24-3-4.)

The charter is a written instrument that confers all rights, franchises, privileges and obligations of the charter school, setting forth “the methods by which the charter school will be held accountable for achieving the educational mission and goals of the charter school.” (Ind. Code § 20-24-4-1.) The charter school and its sponsor must ensure compliance with all applicable federal and state laws, the charter, and the Constitution of the State of Indiana. (Ind. Code § 20-24-8-3.) Accordingly, BBLI is “operated, supervised, or controlled by” governmental units within the meaning of Section 4.02(b)(i) of Revenue Procedure 95-48.

- The Section 4.03 Affiliation Factors.

Additionally, BBLI possesses two or more of the affiliation factors listed in Section 4.03 of Revenue Procedure. An organization possesses one of these factors if its support “is received principally from taxes, tolls, fines, government appropriations, or fees collected pursuant to statutory authority.” As discussed in the Application for Recognition of Exemption, all or substantially all of BBLI’s financial support is derived from an allocation of tax money assessed, collected, and disbursed by the State of Indiana. Therefore, the second factor is satisfied.

An organization possesses the third affiliation factor if it is “financially accountable” to one or more governmental units. Financial accountability is present if the organization is required to report to such governmental agencies no less frequently than annually information comparable to that required by Form 990, and it is subject to financial audit by such governmental agencies. Indiana charter schools must submit annual financial audits to their chartering sponsor and the Department of Education. (Ind. Code § 20-24-9-5.) We believe that the substantial financial oversight and monitoring powers held by the State of Indiana are the

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substantial equivalent of annual reporting of information comparable to that required by Form 990.

An organization possesses the fourth factor if one or more governmental units exercise control over or oversee the organization's expenditures. As discussed above, with respect to the third factor, the Department of Education and the local chartering authority have substantial authority to oversee and monitor BBLI's financial affairs. In addition, both such agencies have authority to demand responses to inquiries relating to BBLI's financial affairs and to require that BBLI take corrective action with respect to problems. Accordingly, we believe that the fourth factor is satisfied.

- The Filing of Form 990 Is Not Otherwise Necessary.

We believe that BBLI's filing of Form 990 is not otherwise necessary to the efficient administration of the internal revenue laws. The filing of Form 990 provides the IRS and the public with a means of monitoring compliance by exempt organizations with the internal revenue laws. Thus, by examining a Form 990, alone or together with other books and records, the IRS may bring to light improprieties such as payments of excessive compensation to officers or other insiders or expenditures of funds for purposes inconsistent with exempt status. Thus, the Form 990 reporting system not only provides a means of identifying instances of failure to observe the internal revenue laws, but also serves a prophylactic role in dissuading controlling persons from engaging in activities of questionable legality.

As previously discussed, charter schools are subject to substantial oversight and monitoring by the chartering authority. Indiana charter schools are subjected to financial audits reviewed by the Department of Education and the local chartering authority. (Ind. Code § 20-24-9-5.) In instances where violations of law or financial improprieties are discovered, the chartering authority may revoke or deny renewal of a charter.

In terms of scrutiny of its financial and operational matters, we submit that this system of oversight and control is as thorough as that presented by the Form 990 reporting system. The chartering authority and the Department of Education are expected under Indiana law to fully and effectively exercise their powers to police any charter school subject to their jurisdictions. Given this system of oversight and enforcement, we believe that the filing of Form 990 is not necessary for the efficient administration of the internal revenue laws. However, we will continue to file Form 990 until we are instructed that it is no longer required.



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**Attachment Part II, Question 1: Articles of Incorporation**

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

**CERTIFICATE OF INCORPORATION**

of

**BETTER BLENDED LEARNING FOR INDIANA, INC.**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, March 12, 2012.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 12, 2012



JEROLD A. BONNET,  
SECRETARY OF STATE



APPROVED AND FILED  
JEROLD A. BONNET  
INDIANA SECRETARY OF STATE  
3/12/2012 10:46 AM

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**ARTICLES OF INCORPORATION**

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Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

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**ARTICLE I - NAME AND PRINCIPAL OFFICE**

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BETTER BLENDED LEARNING FOR INDIANA, INC.

1001 FLEET STREET 5TH FLOOR, BALTIMORE, MD 21202

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**ARTICLE II - REGISTERED OFFICE AND AGENT**

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CORPORATION SERVICE COMPANY  
251 EAST OHIO STREET, SUITE 500, INDIANAPOLIS, IN 46204

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**ARTICLE III – INCORPORATORS**

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CHRIS GIBSON  
202 N ILLINOIS ST, INDIANAPOLIS, IN 46204  
Signature: CHRIS GIBSON

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**ARTICLE IV – GENERAL INFORMATION**

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Effective Date: 3/12/2012

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: No

**The purposes/nature of business**

A) APPLYING FOR, PROMOTING, SUPPORTING AND OPERATING AS AN INDIANA PUBLIC CHARTER SCHOOL DESCRIBED IN THE INDIANA CODE, TITLE 20, ARTICLE-24-1, SECTION 4, THE INDIANA PUBLIC CHARTER SCHOOLS ACT OF 2001 TO PROVIDE VIRTUAL LEARNING; TO EXERCISE ALL POWERS NECESSARY TO OPERATE AS AN INDIANA PUBLIC CHARTER SCHOOL THAT MAY BE LEGALLY EXERCISED BY A PUBLIC BENEFIT CORPORATION ESTABLISHED UNDER THE INDIANA CODE TITLE 23, ARTICLE 17-2, SECTION 23.

B) SUBJECT TO THE RESTRICTIONS AND LIMITATIONS HEREINAFTER SET FORTH, TO USE AND APPLY ITS INCOME AND PRINCIPAL ASSETS EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, LITERACY, AND EDUCATIONAL PURPOSES, EITHER DIRECTLY OR BY CONTRIBUTIONS TO ORGANIZATIONS, INCLUDING, BUT NOT LIMITED TO, THOSE THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 50L(C)(3) OF THE INTERNAL REVENUE CODE OF 1936 AND THE REGULATIONS THEREUNDER, AS THEY NOW EXIST OR

AS THEY MAY HEREAFTER BE AMENDED (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CODE").

C) THE ORGANIZATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND/OR SCIENTIFIC PURPOSES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND FOR THE PURPOSE OF ENGAGING IN ANY LAWFUL ACT OR ACTIVITY NOT FOR PECUNIARY PROFIT FOR WHICH NOT-FOR-PROFIT CORPORATIONS MAY BE ORGANIZED, SO FAR AS IS OR MAY BE PERMITTED BY THE LAWS OF THE STATE OF INDIANA AND SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE CORPORATION SHALL NOT ENGAGE IN ANY BUSINESS OF A KIND ORDINARILY CARRIED ON FOR PROFIT AND NOTHING IN THESE ARTICLES OF INCORPORATION OR IN THE BYLAWS OF THE CORPORATION SHALL AUTHORIZE THE CORPORATION TO, AND THE CORPORATION SHALL NOT, ENTER ANY TRANSACTION, CARRY ON ANY ACTIVITY, OR ENGAGE IN ANY BUSINESS FOR PECUNIARY PROFIT, AND ANY INCOME RECEIVED BY THE CORPORATION SHALL BE APPLIED ONLY TO THE NONPROFIT PURPOSES AND OBJECTIVES OF THE CORPORATION SET FORTH HEREIN.

**Distribution of assets on dissolution or final liquidation**

D) IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISTRIBUTE ALL OF THE ASSETS OF THE CORPORATION EXCLUSIVELY TO ONE OR MORE ORGANIZATIONS THEN DESCRIBED IN IRC SECTIONS 170(C)(2), 501(C)(3), 2055 (A)(2) AND 2522 (A)(2) HAVING PURPOSES SUBSTANTIALLY SIMILAR TO THOSE OF THE CORPORATION (EXCEPT THAT NO PRIVATE FOUNDATION AS DEFINED BY IRC SECTION 509(A) SHALL BE A RECIPIENT) OR TO ONE OR MORE UNITS OR AGENCIES OF FEDERAL, STATE OR LOCAL GOVERNMENT TO BE USED EXCLUSIVELY FOR EDUCATIONAL PURPOSES, AS THE BOARD OF DIRECTORS SHALL DETERMINE. ANY OF SUCH ASSETS NOT SO DISTRIBUTED SHALL BE DISTRIBUTED TO ONE OR MORE OF SUCH ORGANIZATIONS AS DETERMINED BY THE HIGHEST COURT OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED.

E) NO PART OF THE NET EARNINGS OF THE ORGANIZATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS OR OTHER PRIVATE PERSONS, EXCEPT THAT THE ORGANIZATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN THE PURPOSE CLAUSE HEREOF. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE ORGANIZATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE ORGANIZATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DOCUMENT, THE ORGANIZATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY AN ORGANIZATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, AS AMENDED, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY AN ORGANIZATION, CONTRIBUTIONS WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

F) TO HAVE AND TO EXERCISE TO THE EXTENT NECESSARY OR DESIRABLE FOR THE ACCOMPLISHMENT OF ANY OF THE AFORESAID PURPOSES, AND TO THE EXTENT

THAT THEY ARE NOT INCONSISTENT WITH THE CHARITABLE PURPOSES OF THE CORPORATION, ANY AND ALL POWERS CONFERRED UPON NONSTOCK CORPORATIONS BY THE INDIANA LAW.

## ARTICLE V

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A) THE AFFAIRS OF THE CORPORATION SHALL BE MANAGED BY A BOARD OF DIRECTORS CONSISTING AT LEAST THREE (3) MEMBERS WHICH SHALL BE CONSTITUTED AND HAVE SUCH POWERS AS PROVIDED FOR IN THE BYLAWS.

B) THE CORPORATION IS NOT AUTHORIZED TO ISSUE ANY CAPITAL STOCK.

C) THE TERM FOR WHICH THIS CORPORATION SHALL EXIST SHALL BE PERPETUAL UNLESS DISSOLVED ACCORDING TO LAW.

D) THE INITIAL BOARD OF DIRECTORS OF THE CORPORATION SHALL ADOPT BYLAWS CONSISTENT WITH THESE ARTICLES OF INCORPORATION. THEREAFTER, THE BYLAWS MAY BE ALTERED OR RESCINDED BY THE BOARD OF DIRECTORS IN THE MANNER PROVIDED BY SUCH BYLAWS.

E) THE POWERS OF THE CORPORATION SHALL BE SUBJECT TO THE FOLLOWING TERMS, PROVISIONS, AND LIMITATIONS;

- NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF ANY MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, EXCEPT THAT REASONABLE COMPENSATION MAY BE PAID FOR SERVICES ACTUALLY RENDERED TO OR FOR THE CORPORATION, AND NO MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, SHALL BE ENTITLED TO SHARE IN THE DISTRIBUTION OF RU1Y OF THE CORPORATE ASSETS ON DISSOLUTION OF THE CORPORATION. EXCEPT AS PROVIDED AND PERMITTED UNDER SECTIONS 501(H) AND 4911 OF THE CODE, NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN OR INTERVENE IN (INCLUDING THE PUBLICATION OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATES FOR PUBLIC OFFICE.
- THE CORPORATION SHALL DISTRIBUTE ITS INCOME FOR EACH TAXABLE YEAR AT SUCH TIME AND IN SUCH MANNER AS NOT TO BECOME SUBJECT TO THE TAX ON UNDISTRIBUTED INCOME IMPOSED BY SECTION 4942 OF THE CODE.
- THE CORPORATION SHALL NOT ENGAGE IN ANY ACT OF SELF-DEALING AS DEFINED IN SECTION 4941 (D) OF THE CODE.
- THE CORPORATION SHALL NOT RETAIN ANY EXCESS BUSINESS HOLDINGS AS DEFINED IN SECTION 4943(C) OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY INVESTMENTS IN SUCH MANNER AS TO SUBJECT IT TO TAX UNDER SECTION 4944 OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY TAXABLE EXPENDITURES AS DEFINED IN SECTION 4945(D) OF THE CODE.
- NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES, THE CORPORATION SHALL NOT CONDUCT OR CARRY ON ANY ACTIVITIES NOT PERMITTED TO BE CONDUCTED OR CARRIED ON BY AN ORGANIZATION EXEMPT UNDER SECTION 50L(C)(3) OF THE CODE, OR BY AN ORGANIZATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE

UNDER SECTION 170(C)(2) THEREOF.

- IN THE EVENT OF THE LIQUIDATION, DISSOLUTION, OR WINDING UP OF THE CORPORATION IN ANY MANNER OR FOR ANY REASON WHATEVER, ALL OF THE ASSETS OF THE CORPORATION AFTER THE PAYMENT OF THE OBLIGATIONS AND LIABILITIES OF THE CORPORATION SHALL BE TRANSFERRED TO ONE OR MORE NOT FOR PROFIT DOMESTIC CORPORATIONS OR ASSOCIATIONS, WHOSE BUSINESS PURPOSE IS TO PROVIDE EDUCATION OPPORTUNITIES, AS MAY BE SELECTED BY THE CORPORATION'S DIRECTORS; PROVIDED, FURTHER, HOWEVER, THAT ANY TRANSFEREE CORPORATION SHALL QUALIFY UNDER THE PROVISIONS OF SECTION 501(C) (3) OF THE CODE.

- TO THE MAXIMUM EXTENT THAT LIMITATIONS ON THE LIABILITY OF DIRECTORS AND OFFICERS ARE PERMITTED BY THE INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED, NO DIRECTOR OR OFFICER OF THE CORPORATION SHALL HAVE ANY LIABILITY TO THE CORPORATION FOR MONEY DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO EVENTS OCCURRING AT THE TIME A PERSON SERVES AS A DIRECTOR OR OFFICER OF THE CORPORATION WHETHER OR NOT SUCH PERSON IS A DIRECTOR OR OFFICER AT THE TIME OF ANY PROCEEDING IN WHICH LIABILITY IS ASSERTED. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE LIABILITY OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT, REPEAL, OR ADOPTION

- TO THE MAXIMUM EXTENT PERMITTED BY INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED THE CORPORATION SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER DIRECTORS AGAINST ANY AND ALL LIABILITIES AND EXPENSES INCURRED IN CONNECTION WITH THEIR SERVICES IN SUCH CAPACITIES; SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER OFFICERS TO THE FULL EXTENT THAT INDEMNIFICATION SHALL BE PROVIDED TO DIRECTORS; AND MAY INDEMNIFY ITS EMPLOYEES AND AGENTS AND PERSONS WHO SERVE AND HAVE SERVED, AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, DIRECTOR, EMPLOYEE, OR AGENT OF ANOTHER CORPORATION, PARTNERSHIP, JOINT VENTURE, OR OTHER ENTERPRISE. THE CORPORATION SHALL, ALSO TO THE SAME EXTENT, ADVANCE EXPENSES TO ITS DIRECTORS, OFFICERS, AND OTHER INDEMNIFIED PERSONS, IF ANY, AND MAY BY BYLAW, RESOLUTION, OR AGREEMENT MAKE FURTHER PROVISION FOR INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE INDEMNIFICATION OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT

F) THE CORPORATION RESERVES THE RIGHT TO ALTER, AMEND OR REPEAL ANY PROVISIONS CONTAINED IN THESE ARTICLES OF INCORPORATION OR ANY AMENDMENT THERETO, ACCORDING TO LAW.

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**Attachment Part II, Question 5: Bylaws**

**BYLAWS OF**  
**BETTER BLENDED LEARNING FOR INDIANA, INC.**

ARTICLE I  
Offices

Section 1. Principal Office. The Corporation may have such offices, either within or without the State of Indiana, as may be designated from time to time by resolution of the Board of Directors, one of which may be designated as the principal office.

Section 2. Registered Office and Registered Agent. The Corporation shall maintain a registered office and registered agent in the State of Indiana. The registered office may, but need not be, the same as any of its places of business. The identity and address of the registered agent may be changed from time to time by notifying the Indiana Secretary of State's Office pursuant to the provisions of Indiana Code 23-17-1, the Indiana Nonprofit Corporation Act of 1991. (the "INCA").

Section 3. Mission. The Corporation's mission is to provide top-quality personalized education for students and families who seek an alternative to the conventional classroom. The school advised by the Corporation will maintain a commitment to excellence in curriculum, instruction, accountability and communication for virtual schools and will work in partnership with its sponsoring authority, and according to the terms of its Charter School Contract.

Section 4. Purpose and Powers of Corporation.

1. This Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, a political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this Corporation to qualify as a not-for-profit organization, and existing under Indiana Code 23-17-1, and it shall have all power and authority as set forth in Section 23-71-1 and all other applicable sections of the Indiana Code.



4. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, return any funds received from the Indiana Department of Education to the Department not more than thirty (30) days after dissolution. All remaining assets of the Corporation shall be distributed for non-profit educational purposes consistent with the purposes of the Corporation to such organization or organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine.

## ARTICLE II Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors shall be as determined by the Board of Directors from time to time but in no event be less than three (3) nor more than nine (9) and shall serve for the term provided in Section 3 of this Article. No amendment of this section shall reduce the number of directors to less than the number required by the INCA, which at the time of adoption of these bylaws is three (3).

(b) Qualifications. All of the members of the Board of Directors of the corporation must be residents of the State of Indiana. At least half of the members of the Board of Directors must reside in counties in which students of Better Blended Learning for Indiana, Inc. reside. If the Corporation contracts with a management organization, no director or spouse or family member of a director shall be employed by the management organization or have a direct or indirect ownership, employment, contractual, equity or management interest in such management organization.

At least three (3) directors shall be chosen from and shall represent each of the following constituencies.

i. At least one (1) director shall be the parent of at least one student who is enrolled in the Corporation's educational program, except that prior to the actual start of the school's first academic year, such position may be left vacant or may be filled by one (1) parent interested in enrolling at least one of their children in the school.

ii. At least one (1) director shall be generally recognized community leader in the area served by the Corporation, as determined in the discretion of the Board of Directors.

iii. At least one (1) director shall be currently employed as a teacher, college instructor in the area of education, or an individual who has served in those capacities or

who otherwise has significant expertise in education, as determined in the discretion of the Board of Directors.

Section 3. Election and Term.

(a) Method of Election. Directors shall be elected at the annual meeting of the Board of Directors.

(b) Term of Office. Directors shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of directors. The directors of the first class shall hold office for an initial term of one (1) year, and the directors of the second class for an initial term of two (2) years, and the directors of the third class for an initial term of three (3) years. At the close of each annual meeting of this Corporation, the successors to the class of directors whose terms expire that year shall commence to hold office for a term of three (3) years, or until their successors have been elected and qualified. In the event of an increase in the number of directors, the remaining directors shall assign the newly created directorship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of directors. No director shall serve on the Board for more than nine (9) years consecutively. However, if a director would like to be considered for re-election, after a period of one year off of the Board, then such re-appointment would be permissible.

Section 4. Resignation. A director may resign at any time by filing a written resignation with the President or the Secretary of the Corporation. Such resignation shall be effective upon receipt of the written notice of resignation.

Section 5. Removal. A director may be removed from office with or without cause by the vote of two-thirds (2/3) of the other directors of this Corporation either at a regular meeting or at any special meeting called for that purpose.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the number of directors, an interim director shall be elected by the Board of Directors of the Corporation. An interim director shall serve until a successor is elected upon expiration of the term of office for that director.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held in the month of June at such time and place as the Board of Directors may determine, for the purpose of transacting such business as may come before the meeting.

Section 8. Regular Meetings. The Board of Directors may provide by resolution for regular or stated meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the

stated time and place without other notice than such resolution. The Board schedule shall establish 9 regular Board meetings.

Section 9. Special Meetings. Special meetings of the Board of Directors may be held at any time and place for any purpose or purposes, unless otherwise prescribed by the INCA, on the call of the President or Secretary, and shall be called by the Secretary on the written request of any two (2) of the directors.

Section 10. Meetings by Telephone or Other Communication Technology.

(a) Except as otherwise may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by, telephone or any other means of communication by which all participating directors and all members of the public physically present at the place where the meeting is conducted may simultaneously hear each other during the meeting.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting may not participate in final action taken and may not be considered to be present at the meeting for quorum and voting purposes. The memoranda of the meeting must state the name of each member who was physically present, who participated by communication described in Subsection (a), and who was absent.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time and place of any annual or special meeting shall be given by oral or written notice delivered personally or by written notice given by other than personal delivery at least fourteen two business days prior thereto. Notice shall be given in one of the methods described in Article III hereof. The purpose of an the business to be transacted at any special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.

(b) Waiver of Notice. Waivers of notice to the public are not permissible. However, whenever any notice whatsoever is required to be given to a director under the provisions of the INCA or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully correct or convened.

Section 12. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. All other quorum matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 13. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the INCA, or the Articles of Incorporation or Bylaws of the Corporation. All other matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 14. Action by Written Consent of Directors. Except as other wish may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, any action required by the Articles of Incorporation or Bylaws of the corporation, or any provision of the INCA, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Board of directors taken at a meeting. The Board of Directors may not take final action other than at a meeting held in compliance with the Open Door Law.

Section 15. Removed. Presumption of Assent. A director of the Corporation who is present at the meeting of the Board of Directors, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 16. Compensation. Directors of the Corporation shall not receive compensation for serving as directors, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 17. Committees. The Board of Directors, by resolution, may create committees having such powers as are then permitted by the INCA and as are specified in the resolution.

Section 18. Open Meetings. The Board of Directors shall comply with the Indiana Open Door Law, IC 5-14-1.5 et seq.. The Board of Directors may hold an executive session in accordance with IC 5-14-1.5-6.1 upon majority vote authorizing such action.

Section 19. Conflict of Interest. All officers, directors and employees of the Corporation shall comply with the Corporation's Conflict of Interest Policy as adopted by resolution of the Board of Directors.

### ARTICLE III Methods of Giving Notice

Notice of any annual or special meeting of directors, and any other notice required to be given under these Bylaws or the INCA may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

- (a) When received.
- (b) Five days after its deposit in the U.S. mail, if mailed postpaid and correctly addressed.
- (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

### ARTICLE IV Officers

Section 1. Number. The principal officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may designate one of the Vice Presidents as Executive Vice President and may elect such other officers and assistant officers and agents as may be deemed necessary. The same individual may simultaneously hold more than one office. Officers shall be members of the Board of Directors.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office from the close of the annual meeting,

or the regular or special meeting at which officers were elected if elections were not held at the annual meeting, until the next annual meeting or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, resignation or removal.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the Board of Directors. The President shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. In general, the President shall perform all duties incident to that office, and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice Presidents. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Executive Vice President, or if one shall not have been designated, the Vice President with longest service in that office) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors. Vice Presidents may by their election have charge and supervision of designated portions of the Corporation's affairs.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (c) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer

shall: (a) have the oversight responsibility for all funds and securities of the Corporation, and for moneys due and payable to the Corporation from any source whatsoever, including the deposit of such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which such person is so appointed to be assistant, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board of Directors.

Section 10. Additional Officers. Any additional officer not specified above shall have only such authority, duties and responsibilities as shall be specifically authorized and designated by the Board of Directors.

Section 11. Compensation. Officers of the Corporation shall not receive compensation for serving as officers, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

## ARTICLE V Indemnification

Section 1. Mandatory Indemnification. The Corporation shall, to the fullest extent permitted or required by IC 34-30-4-1, inclusive, of the INCA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance and all reasonable Expenses incurred thereby in any Proceeding to which any Directors or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, Board resolution, the INCA or otherwise.

Section 2. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against

Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

#### ARTICLE VI Fiscal Year

The fiscal year of the Corporation shall end on the last day of June in each year.

#### ARTICLE VII Seal

The Corporation has no corporate seal.

#### ARTICLE VIII Corporate Acts, Loans, and Deposits

Section 1. Corporate Acts. The President plus any one of the Vice-President, the Secretary or the Treasurer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors. Except as otherwise provided by the INCA or directed by the Board of Directors, the President may authorize in writing any officer or agent of the Corporation to sign, execute and acknowledge such documents and instruments in his or her place and stead. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 2. Loans. No moneys shall be borrowed on behalf of the Corporation and no evidences of such 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 instances.

Section 3. Deposits. All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Directors may select.



ARTICLE IX  
Amendments

Section 1. By the Directors. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Board of Directors at any regular or special meeting thereof.

Section 2. Implied Amendment. Any action taken or authorized by the Board of Directors, which would be inconsistent with the Bylaws then in effect, but is taken or authorized by affirmative vote of not less than the number of directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as necessary to permit the specific action so taken or authorized.

\*\*\*\*\*

Certified a true and correct copy of the Bylaws adopted on the \_\_\_\_ day of April, 2012, by the Board of Directors of the BETTER BLENDED LEARNING FOR INDIANA, INC.

\_\_\_\_\_  
Board President

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part IV**

**Introduction**

Charter schools exist to increase learning opportunities for all pupils, encourage the use of different and innovative teaching methods, create new professional opportunities for teachers, provide parents and pupils with expanded choices in the types of educational opportunities that are available to pupils within the public school system, and provide vigorous competition with the public school system so as to stimulate the continual improvement of all public schools.

The mission of Better Blended Learning for Indiana, Inc., an Indiana nonprofit corporation (“BBLI” or the “Corporation”), in opening and operating Nexus Academy of Indianapolis (“Nexus” or the “School”) and subsequent schools in the future, is to offer students in grades 9-12 an innovative, inspirational, and individualized blended learning option that is flexible in time and place but unyielding in its high expectations, and laser-focused on graduating each student ready for college and/or career. Nexus fulfills its mission by reaching students for whom a cutting-edge blended education guided by a philosophy of individualized and flexible instruction provides the best pathway to school success. The School values its ability to provide these students with everything they need to thrive in a blended learning environment: top-quality curriculum; specially-trained, highly-qualified teachers; a powerful digital education platform; essential technology tools; and very real connections linking school, family and community.

BBLI submitted the Nexus charter application to the Indiana Charter School Board (the “Board”) on April 9, 2012, to operate charter schools in the City of Indianapolis, Indiana. A copy of the Nexus charter school application is attached. BBLI anticipates that the Board will approve the charter application, and expects to begin its educational program at its flagship school in downtown Indianapolis for the 2012-2013 school year. BBLI would open a second Nexus school campus on the northwest side of Indianapolis in the Fall of 2014, and a third Nexus Academy on the northeast side of Indianapolis in the Fall of 2016. As an entity organized and operated exclusively to further educational purposes, BBLI is requesting to be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

**Rationale for Exemption**

Pursuant to Section 501(c)(3) of the Internal Revenue Code, an entity that is organized and operated exclusively for educational purposes can qualify for income tax exemption. Regulation 1.501(c)(3)-1(d)(3)(i) defines “education” as “the instruction or training of the individual for the purpose of improving or developing his capabilities.” Typically, schools, whether primary, secondary, or post-secondary, provide this classic form of individual instruction. BBLI will further education by developing and operating schools for students in grades 9-12 that combine the very best of face-to-face and online learning to provide a

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

personalized pathway to post-secondary success for students who seek an alternative to the traditional school setting.

BBLI will be non-sectarian in its programs, admission policies, employment practices, and all other operations. It will not charge tuition, and it will not discriminate against any pupil on the basis of race, religion, ethnicity, gender, or disability. BBLI's revenue will be provided by state and federal public education dollars, which are generated by taxation. As a public charter school, BBLI is not allowed to charge tuition, so it must augment its income with private and public sector grants and contributions.

To qualify as a "school" within the meaning of Internal Revenue Code Section 170(b)(1)(A)(ii), the entity must have a regularly scheduled curriculum and primarily present formal instruction; have a regular faculty of qualified teachers; have a regularly enrolled student body; and, have a facility where its educational activities are regularly carried on. Each of the schools that BBLI establishes and operates will have these basic core components, as described in detail below.

Formal Instruction/Curriculum

The Nexus blended learning model is designed around each student from the ground up, with the daily routine driven by data about his or her learning and activities designed to maximize both academic performance and social/emotional growth. Key design elements for Nexus include:

**Unique Blended Learning Approach:** Nexus utilizes a cutting-edge blend of face-to-face and online instruction, digital and hands-on curriculum, individualized and team-based learning to provide an engaging and effective educational experience for each student.

**Personalized Learning Plan:** Developed collaboratively for each student by the staff with input from parents and students, this plan guides the tailoring of both curriculum and instruction to meet that student's needs. Special attention will be paid to meeting the needs of students with disabilities and English Language Learners, whose Personalized Learning Plans will reflect necessary modifications and accommodations but who are otherwise fully integrated into the daily learning routines of the school.

**One-to-One Computing Resources:** All Nexus student will be provided with a tablet computer or other wireless mobile computing device, which they will use throughout the school day to access their powerful and engaging online curriculum, and may take home to continue their work beyond the school day. The school also intends to make use of students' own smartphones and other computing devices they may bring to school.

**Flexible Use of Space and Time:** Rather than rows of forward-facing desks and teacher lectures, Nexus will provide a combination of comfortable team rooms and inspiring

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subject specific classrooms where students and teachers meet in small groups and one-on-one. The school day maximizes flexibility so that students who need more intensive intervention and direct instruction will get it, while students who are ready to move ahead can do so. Nexus also allows time and space for special focus activities such as foreign language immersion, college courses, and internships.

**Data-Powered Instruction:** As students work through their engaging online curriculum, they generate rich streams of performance data that teachers and school leaders use to maximize student performance.

**Dynamic Differentiation:** Teachers use data on student performance to dynamically group students for intervention, enrichment, project work and individual study within the classroom, formulating new groups every one to two weeks. Students with disabilities and English Language Learners will be fully integrated into these groups.

**Small School Design:** The Nexus program will be implemented in a school setting that is small by design – with a total of 250 students at scale, radically more intimate than any other college-prep-focused public high school in the City of Indianapolis. Recent research on small schools shows significant positive impact on graduation rates when the personalization of an intimate learning environment is coupled with a strong mission focus and careful attention to continuous program improvement.

**Technology-Facilitated Curriculum:** Nexus intends to use a high-quality, proven-effective curriculum consisting of hundreds of technology-delivered but teacher-driven courses. This comprehensive program offers multiple levels of core academic coursework (Advanced Placement, Honors, Standard, Basic, and Credit Recovery) plus a dozen foreign languages, cutting-edge technology electives, and engaging arts courses. Throughout the flexible school day and beyond, students access this entire curriculum via their school-provided tablet computers, which allow them to work anywhere, anytime – and produce a rich stream of learning data to guide every instructional decision.

Please see the “Education Plan” section of the attached Nexus charter school application and Attachment 11 thereto for additional curriculum information.

Faculty

Nexus’s targeted staff size is 10 FTE (full-time equivalent) staff during the first two years of operation while there is one high school, 17 staff during the third and fourth years with two schools and 24 staff starting the fifth year when the third and final school is opened in Indianapolis. Staff includes a Principal, classroom teachers, a Guidance Counsel, Special Education Coordinator, Teacher Aides and Assistants, and Executive Assistants. For more specific information concerning BBLI’s faculty, please refer to the “Human Capital” section of the attached Nexus charter application commencing on Page 38.

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Student Body

BBLI expects enrollment of approximately 200 students in grades 9-11 at Nexus during its first year of operation, growing to 250 students in grades 9-12 the following year. Nexus's targeted student population is both very broad and quite specific. On the one hand, the school expects to serve a demographic cross-section of the City of Indianapolis students, representing the community's full ethnic and demographic diversity. At the same time, Nexus's flexible, individualized approach to education is ideally suited to the unique needs of the City of Indianapolis students who have not thrived in the traditional comprehensive high school environment, including:

- Students of promise who are at risk of dropping out because of missed credits or underperformance.
- Gifted students who find themselves bored or alienated in a typical high school setting.
- Young people who are working or pursuing a personal passion such as music.
- Students who have opted out of public education because they could not find a school that fit.

Regardless of other defining issues, any student who is open to the prospect of academic success and receptive to an individualized curriculum and personalized attention from teachers could be a good match for Nexus Academy.

The school will be open to any high school student in the City of Indianapolis Public Schools attendance area on a space-available basis. The school's enrollment policy is provided as Attachment 14 to the charter application.

Facility

BBLI is currently seeking ideal locations for the Nexus schools, and has already identified three (3) suitable potential facilities in downtown Indianapolis for the first school. Each facility must provide 11,000-13,000 square feet of open space for rapid build-out of the Nexus floor plan, with landlords prepared to conduct the renovations to suit as part of the overall lease. The potential facilities are:

- Pan Am Plaza, 201 South Capitol Avenue, Indianapolis, IN 46204
- Landmark Center, 1099 North Meridian Street, Indianapolis, IN 46204

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- Gold Bldg. / Market Square Ctr., 151 North Delaware Street, Indianapolis, IN 46204

For specific criteria used to evaluate potential school facilities and the school's floor plan, please refer to the "Facilities Plan" section of the attached Nexus charter application commencing on Page 47.

**Conclusion**

As an organization authorized to operate an Indiana public charter school that provides a blended learning education bringing together the best of technology-based online learning and face-to-face instruction for grades 9-12 students, BBLI requests to be exempt from federal income taxation because it is an entity organized and operated exclusively to further educational purposes under Section 501(c)(3) of the Internal Revenue Code.

# **NEXUS ACADEMY OF INDIANAPOLIS**

Charter School Application  
For Experienced School Operators

Submitted to  
**Indiana Charter School Board**  
**April 9, 2012**

Submitted by  
**Better Blended Learning for Indiana**  
Jeffrey William Reed, Board Representative  
419-706-7879 • [jwilliamreed@gmail.com](mailto:jwilliamreed@gmail.com)



# Nexus Academy of Indianapolis

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April 9, 2012

Claire Fiddian-Green  
Executive Director  
Indiana Charter School Board

Dear Dr. Fiddian-Green:

On behalf of Better Blended Learning for Indiana, a non-profit corporation, I am honored to submit the attached charter petition for **Nexus Academy of Indianapolis**. Our petition represents many hours of work and inspiration by our founding team envisioning a top-quality, 21st-century college/career prep high school rivaling the very best in the nation. We hope that you will share our excitement about what Nexus Academy could mean for the young people of Indianapolis.

Nexus Academy embodies a vision of an innovative, inspirational, and individualized high-performance high school for today's learner. The mission of Nexus Academy is to maximize academic achievement and college/career readiness for students in grades 9-12 who seek a cutting-edge alternative to the traditional classroom. Small by design, Nexus Academy provides each student with a flexible learning space, a tablet computer, a comprehensive technology-facilitated curriculum and a combination of the very best face-to-face and online teachers. Unique in Indianapolis and indeed in the State of Indiana, Nexus Academy will bring tomorrow's high school experience to Indianapolis students today.

Our Founding Board has asked Mickey Revenaugh to serve as our technical assistance point of contact for ICSB during the application review process. Ms. Revenaugh can be reached at 917-834-5768 or by email at [mrevenaugh@connectionseducation.com](mailto:mrevenaugh@connectionseducation.com).

We very much look forward to discussing our Nexus Academy charter school application with the ICSB team and the larger community in the coming months.

Sincerely,

Jeff W. Reed  
Board Representative  
Better Blended Learning for Indiana



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# Nexus Academy of Indianapolis

## PROPOSAL OVERVIEW AND ENROLLMENT PROJECTIONS

Please provide information for the applicant group's **designated representative**. This individual will serve as the contact for all communications, interviews, and notices from the ICSB regarding the submitted application.

***IMPORTANT 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 proposed school(s).*

Legal name of group applying for charter(s):	Better Blended Learning for Indiana
Names, roles, and current employment for all persons on applicant team:	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Jeffrey William Reed</b>, Board Member                      (Current Employment: Friedman Foundation)                 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Seana C. Murphy</b>, Board Member                      (Current Employment: Ivy Tech)                 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Kelly Hamilton</b>, Board Member                      (Current Employment: Blackboard Inc.)                 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Mickey Revenaugh</b>, Charter Development/Tech Assistance                      Current Employment: Connections Education                 </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Holly Atwell</b>, Implementation/Project Management                      Current Employment: Connections Education                 </div>
Designated applicant representative:	Jeffrey William Reed
Address:	5960 Carvel Avenue, Apt. A
	Indianapolis, IN 46220
Office and cell phone numbers:	419-706-7879 (cell), 317-681-0745 (office)
Email address:	jwilliamreed@gmail.com

Provide the requested information for each school included in this proposal.  
 (You may add lines to the table if needed.)

Proposed School Name	Opening Year	School Model (e.g., college prep, dropout recovery)	Geographic Community *	School District(s) in Proposed Location	Grade Levels at Full Enrollment
Nexus Academy of Indianapolis	2012-13	Blended Learning - College Prep	Downtown Indianapolis	Indianapolis Public Schools	9-12
Nexus Academy of Indianapolis 2	2014-15	Blended Learning - College Prep	Indianapolis-Northwest/Ivy Tech	Indianapolis Public Schools	9-12
Nexus Academy of Indianapolis 3	2016-17	Blended Learning - College Prep	Indianapolis-Butler/Broad Ripple	Indianapolis Public Schools	9-12

NOTE: \* Please indicate the city/town and, if known, potential address or neighborhood of location. Virtual operators should indicate the relevant geographies the operator intends to serve.

# Nexus Academy of Indianapolis

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## Proposed Grade Levels and Student Enrollment

Provide the following information for each charter school included in this proposal. Specify the planned year of opening for each, the grade levels served, and both the planned and maximum number of enrolled students by grade level for each year. (You may duplicate the table as needed.)

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2012-13)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis 2	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2014-15)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

<b>Proposed School Name:</b>	Nexus Academy of Indianapolis 3	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (2016-17)	9-11	200
Year 2	9-12	250
Year 3	9-12	250
Year 4	9-12	250
Year 5	9-12	250
At Capacity	9-12	250

Do any of the proposed schools expect to 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: Connections Education

Will an application for the same charter school(s) be submitted to another authorizer in the near future?

Yes  No

## Nexus Academy of Indianapolis

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If yes, identify the authorizer(s):

\_\_\_\_\_

Planned submission date(s):

\_\_\_\_\_

Please list the number of previous submissions for request to authorize this(ese) charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

Authorizer(s):

Not Applicable

\_\_\_\_\_

Submission date(s):

Not Applicable

\_\_\_\_\_

# Nexus Academy of Indianapolis

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## EXECUTIVE SUMMARY

In five (5) pages or less, provide an Executive Summary that includes the following elements:

**Mission and Vision for Growth in Indiana.** State the mission and vision of the proposed schools and network as a whole. Provide an overview of the organization's strategic vision and five-year growth plan for developing schools in Indiana, including: years of opening; number and types of schools (grade levels); and projected number of students. Identify and briefly describe the targeted community(ies).

Our **vision** for Nexus Academy of Indianapolis is of an innovative network of “blended learning” charter high schools which combine the very best of face-to-face and online learning to provide a personalized pathway to post-secondary success for students who seek an alternative to the traditional school setting. According to the U.S. Department of Education, students in blended learning environments achieve at higher levels than students either in fully online or purely face-to-face learning situations.<sup>1</sup> What’s more, recent research on small, specialized high schools documents an 8.6-point higher graduation rate than traditional comprehensive high schools serving similar populations.<sup>2</sup>

The **mission** of Nexus Academy of Indianapolis is to offer young people an innovative, inspirational, and individualized blended learning option that is flexible in time and place but unyielding in its high expectations, and laser-focused on graduating each student ready for college and/or career.

A key part of the Nexus Academy vision and mission is to support the revitalization of city neighborhoods by providing top-quality high school options that reflect the future of Indianapolis. Nexus Academy proposes to launch with a flagship school in Downtown Indianapolis opening in Fall 2012 with 200 students in grades 9-11, growing to 250 students in 9-12 the following year, and remaining at that size going forward. In Fall 2014, we propose to open a second Nexus Academy campus on the northwest side of Indianapolis, likely near Ivy Tech, following the same growth pattern: 200 students in grades 9-11 in Year 1, 250 students in grades 9-12 for each year going forward. In Fall 2016, a third Nexus Academy site will open on the northeast side of Indianapolis, likely in the Butler/Broad Ripple neighborhood, replicating the same enrollment pattern, for an Indianapolis network of 750 high school students at scale.

**Educational Need.** Describe the educational needs and challenges of each community targeted and your rationale for choosing the community.

Indiana as a whole and Indianapolis in particular have seen a flourishing of charter schools, but the concentration of growth has been in grades K-8. Nexus Academy intends to take its place as one of the City of Indianapolis’s few charter high schools, filling a need in the community for more secondary options.

The need for additional secondary school options in Indianapolis is particularly stark as the city engineers its transformation into thriving 21<sup>st</sup> century center of knowledge and service industries. The Greater Indianapolis Chamber of Commerce laments that barely one in two students starting

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<sup>1</sup>. U.S. Department of Education, *Evaluation of Evidence-Based Practices in Online Learning*, revised September 2010.

<sup>2</sup>. *Transforming the High School Experience*, MRDC Research, January 2012.

# Nexus Academy of Indianapolis

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high school in the Indianapolis Public Schools will graduate on time if at all, and that even students who do graduate come to institutions like Ivy Tech woefully unprepared for college work.<sup>3</sup> A high-quality, data-driven high school like Nexus Academy, focused solely on producing students who are ready for college/career, could be one key to Indianapolis' future.

**Target Population.** Explain how the decision to serve the targeted population, including the grade levels you have chosen, would meet community needs.

Nexus Academy's targeted student population is both very broad and quite specific. On the one hand, the school expects to serve a demographic cross-section of the City of Indianapolis students, representing the community's full ethnic and demographic diversity. At the same time, Nexus Academy's flexible, individualized approach to education is ideally suited to the unique needs of the City of Indianapolis students who have not thrived in the traditional comprehensive high school environment, including:

- Students of promise who are at risk of dropping out because of missed credits or under-performance.
- Gifted students who find themselves bored or alienated in a typical high school setting.
- Young people who are working or pursuing a personal passion such as music.
- Students who have opted out of public education because they could not find a school that fit.

Regardless of other defining issues, any student who is open to the prospect of academic success and receptive to an individualized curriculum and personalized attention from teachers could be a good match for Nexus Academy.

The school will be open to any high school student in the City of Indianapolis Public Schools attendance area on a space-available basis.

**Community Engagement.** Explain the relationships, if any, that you have already established to engage students, parents, and the community for the proposed schools. If you have assessed demand and/or solicited support for the school, briefly describe these activities and the status of your efforts.

The Founding Group expects to be working closely with higher education institutions (including Ivy Tech), sports organizations (including the Indianapolis Indians and the NCAA), and youth-serving agencies to provide a rich and connected school experience for students.

While specific marketing/outreach for Nexus Academy has not yet begun, Connections has collected inquiries from more than 1,000 families in Indianapolis who are interested in an innovative, technology-driven school experience but have not chosen virtual school, and is in the process of reaching out to these families with information about the prospect of Nexus Academy.

**Education Plan/School Design.** Provide an overview of the education program proposed for replication, including key non-negotiable elements of the school model. Briefly explain the evidence base that

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<sup>3</sup> "Our Education in Indy...A State of Emergency," Greater Indianapolis Chamber of Commerce, <http://indychamber.com/500/our-views/our-views.aspx>

## Nexus Academy of Indianapolis

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demonstrates the school model will be successful in improving academic achievement for the targeted student population.

The Nexus Academy blended learning model is designed around each student from the ground up, with the daily routine driven by data about his or her learning and activities designed to maximize both academic performance and social/emotional growth. Key design elements for Nexus Academy include:

- **Unique Blended Learning Approach:** Nexus Academy utilizes a cutting-edge blend of face-to-face and online instruction, digital and hands-on curriculum, individualized and team-based learning to provide an engaging and effective educational experience for each student.
- **Personalized Learning Plan:** Developed collaboratively for each student by the staff with input from parents and students, this plan guides the tailoring of both curriculum and instruction to meet that student's needs. Special attention will be paid to meeting the needs of students with disabilities and English Language Learners, whose Personalized Learning Plans will reflect necessary modifications and accommodations but who are otherwise fully integrated into the daily learning routines of the school.
- **One-to-One Computing Resources:** All students at Nexus Academy will be provided with a tablet computer or other wireless mobile computing device, which they will use throughout the school day to access their powerful and engaging online curriculum, and may take home to continue their work beyond the school day. The school also intends to make use of students' own smartphones and other computing devices they may bring to school.
- **Flexible Use of Space and Time:** Rather than rows of forward-facing desks and teacher lectures, Nexus Academy provides a combination of comfortable team rooms and inspiring subject-specific classrooms where students and teachers meet in small groups and one-on-one. The school day maximizes flexibility so that students who need more intensive intervention and direct instruction will get it, while students who are ready to move ahead can do so. Nexus Academy also allows time and space for special focus activities such as foreign language immersion, college courses, and internships.
- **Data-Powered Instruction:** As students work through their engaging online curriculum, they generate rich streams of performance data that teachers and school leaders use to maximize student performance.
- **Dynamic Differentiation:** Teachers use data on student performance to dynamically group students for intervention, enrichment, project work and individual study within the classroom, formulating new groups every one to two weeks. Students with disabilities and English Language Learners will be fully integrated into these groups.
- **Small School Design:** The Nexus Academy program will be implemented in a school setting that is small by design – with a total of 250 students at scale, radically more intimate than any other college-prep-focused public high school in the City of Indianapolis. Recent research on small schools shows significant positive impact on graduation rates when the personalization of an intimate learning environment is coupled with a strong mission focus and careful attention to continuous program improvement.
- **Technology-Facilitated Curriculum:** Nexus Academy intends to use a high-quality, proven-effective curriculum consisting of hundreds of technology-delivered but teacher-driven

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courses. This comprehensive program offers multiple levels of core academic coursework – Advanced Placement®, Honors, Standard, Basic, and Credit Recovery – plus a dozen foreign languages, cutting-edge technology electives, and engaging arts courses. Throughout the flexible school day and beyond, students access this entire curriculum via their school-provided tablet computers, which allow them to work anywhere, anytime – and produce a rich stream of learning data to guide every instructional decision.

The very design of Nexus Academy ensures that the school will be more effective than traditional high schools, especially for today’s learners. Nexus Academy will provide its students with everything they need to thrive in a 21st century blended learning environment: top-quality curriculum; specially trained, highly qualified teachers; personal mobile computing tools for every student; a powerful digital education platform; and very real connections linking school, family and community.

Both the blended learning approach and the small-school framework promise greater effectiveness with the targeted population than traditional high schools. As noted above, the early research shows that students in blended learning environments achieve at higher levels than students either in fully online or purely face-to-face learning situations, while students in small, specialized high schools have significantly higher graduation rates than those in traditional comprehensive high schools serving similar populations. In addition, by capturing deep data about each student’s learning on a daily basis and then equipping teachers to use this data to personalize instruction, Nexus Academy provides an academic leg-up over more traditional approaches to education.

**Network Governance and Leadership.** Provide an overview of the proposed network governance, management structure and leadership team. Highlight the strengths of the proposed governing board and leadership team. Explain how the governance and management structure will provide for stable, effective governance and leadership for the proposed school replication plan over the long term.

Nexus Academy anticipates partnering with Connections Education, a successful national provider of online/blended public school curriculum, technology and management services that currently partners with charter schools, school districts, and state departments of education across the country.



## SECTION I: EVIDENCE OF CAPACITY

### Founding Group

#### Founding Group Membership

1. Identify the key members of the Founding Group for the proposed school(s). Identify *only* individuals who will play a substantial ongoing role in school development, governance and/or management, and will share responsibility for any school or for the network as a whole. These may include network leadership, proposed governing board members, school leadership/management, and any essential partners who will play an important ongoing role in the school or network development or operations.

Key members of the Nexus Academy of Indianapolis Founding Group include:

- The Better Blended Learning for Indiana Governing Board members who have played active roles in vetting the Nexus Academy concept for Indiana, helping seek our appropriate space for the school, recruiting additional Board members, and providing the foundation for good governance for the network and school. These key founding members include:
  - **Jeffrey William Reed:** As Director of State Marketing and Public Relations at the Friedman Foundation, Mr. Reed brings more than five years of experience in education policy and outreach to his role on the Nexus Academy Board.
  - **Seana C. Murphy:** As Assistant Vice President for Admissions & Enrollment at Ivy Tech, Ms. Murphy is keenly aware of the educational needs of young people in Indianapolis. She also serves on the Board on Indiana Connections Academy virtual charter school, where she has helped guide rapid growth while holding both the school administration and the EMO to account for student achievement.
  - **Kelly Hamilton:** As Senior Manager of Learn Product Marketing at Blackboard Inc., Ms. Hamilton is on the frontlines of educational technology and e-learning. She previously served as a consultant on charter school review for the Indianapolis Mayor's Office through the Center for Education and Evaluation Policy at Indiana University, and was a high school administrator responsible for technology planning and implementation.

The Governing Board intends to expand to at least five members before the charter is granted. Two prospective Board members are:

- **Kevin Corcoran:** Mr. Corcoran directs programs and grant-making activities for the Lumina Foundation, a billion-dollar nonprofit focused on increasing higher education accessibility, accountability, and productivity.
- **Jason Barclay:** Mr. Barclay is a partner at Barnes & Thornburg LLP where he specializes in complex and often high-profile civil and criminal matters and leads internal investigations into fraud or other misconduct.

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- Indiana Connections Academy Principal Melissa Nelson, who has advised the Founding Group on Board development, Indiana charter processes, and evolution of demand for online/blended learning services among Indiana families.
- Connections Education’s blended charter development and implementation team, spearheaded by:
  - Executive Vice President Mickey Revenaugh, who has provided technical assistance and staff support in development of the Nexus Academy vision and this Indiana charter application, bringing to bear both educational technology/blended learning expertise as current Chair of the Board of Directors of the International Association for K-12 Online Learning and charter/school choice expertise as Education Task Force Co-Chair of the American Legislative Exchange Council.
  - Executive Director for Educational Programs Holly Atwell, who brings a unique combination of education, engineering and project management expertise to the development of the Nexus Academy model for Indianapolis.
  - Chief Education Officer Dr. Steven Guttentag, who has provided high-level leadership in development of the Nexus Academy national business plan and facilities model.
  - Chief Financial Officer/Chief Operating Officer Ted Ochs, whose team has overseen development of both the Nexus Academy national network financial plan and the financial model for the individual schools.
  - Chief Academic Officer Dr. Patricia Hoge, who is the architect of the overall Connections curriculum as well as the specific blended learning curriculum elements that will serve Nexus Academy.
- Upon granting of the charter, the additional following Connections team members will be directly involved in the rapid start-up for Nexus Academy of Indianapolis:
  - Assistant Director for Full-Time Blended Programs Dawna Thornton;
  - Vice President for Facilities Robert Pouliot and his team;
  - New School Start-Up Project Managers Claudia Burns and Neil Smith;
  - Board Relations Manager Heather Woodward and her team;
  - Charter School Finance Director Janet Marhefka and staff accountant Shawn Soltz who is specifically assigned to Indiana charter schools.

Please see the Resumes in Attachment 1 for the Founding Group for as well as the chart under in Attachment 3 for more information about these individuals and others who provide necessary capacity to the Nexus Academy of Indianapolis effort.

Explain the Founding Group’s collective qualifications for establishing high-quality schools in Indiana and assuming stewardship of public funds, including your capacities in areas such as:

- School leadership, administration and governance

The Governing Board members together have broad-ranging and deep expertise in education

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issues, as well as direct experience by at least one member in charter school governance. Added to that is the Connections team's decade-long experience in identifying, selecting, training, and supervising school leaders/administrators, as exemplified by the INCA school leader.

- Curriculum, instruction and assessment

The Governing Board has selected Connections in large part because of its expertise in online/blended curriculum and instruction, along with a decade's worth of work on formative and summative assessment in non-traditional school settings. In addition, several members of the Board are directly involved with higher education issues and therefore have a stake in the success of new high school models.

- Financial, business and school operations management

The Governing Board possesses a sufficiently sophisticated understanding of school finance and operations to actively oversee the contracted back-office and school-site services provided by Connections, which has built a full-service operation for these functions. The Board will scrutinize monthly, semi-yearly and annual reports (including an independent audit) as well as conduct a deep annual EMO review focusing on these and other topics.

- Performance management

The Founding Group is exemplified by a shared passion for data-driven management of education, which will be well suited to the data-rich, personal performance-oriented blended school setting.

- Parent and community engagement

The Connections educational model has baked into it the direct engagement of families and other stakeholders in the education process, thus complementing the Board members' commitment to the critical role of parents and community in educational achievement.

- Facilities management

The Founding Group will draw on Connections' experience operating facilities for more than 20 charter schools across the nation, with a fresh focus on non-traditional space development for student use.

Provide, as Attachment 1, full resumes (including contact information) for the individuals named. Identify members of the Founding Group who are proposed as board members, school leaders, or other key staff members of the first school proposed in this application. *NOTE: There are no page limits for this attachment.*

Please see Attachment 1 for resumes of all Founding Group members.

2. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school(s) proposed, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to school development.

In addition to Connections with its deep history, the Founding Group expects to be working

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closely with higher education institutions (including Ivy Tech), sports organizations (including the Indianapolis Indians and the NCAA), and youth-serving agencies to provide a rich and connected school experience for students.

3. Explain the circumstances and motivations that brought the Founding Group together to propose this school replication plan.

Though their backgrounds are diverse, all of the Founding Group members share a singular passion for improving educational opportunities for young people, particularly those in Indianapolis at its immediate vicinity who currently lack a robust set of quality high school options. The majority of the Founding Group is also familiar with the Connections curriculum and program, and jumped at the chance to shape how this highly personalized approach to education could be leveraged to serve students well in a brick-and-mortar setting.

## School Leader and Leadership Team

1. For the first proposed school described in this application, identify the Principal/Head of School candidate and explain why this individual is well-qualified to lead the school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates the leader's capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that he/she has completed or is currently participating in. Also provide, as Attachment 2, the qualifications and resume for this individual. If no candidate is yet identified, explain your timeline, criteria, and process for recruiting and hiring the school leader. *NOTE: Limit attachment to three (3) pages.*

Though preliminary recruiting is underway for a Principal for Nexus Academy, front-running prospects have not yet been identified. The process and timeline that the Founding Group is following to recruit a top-notch candidate is as follows:

- **Currently:** Placeholder job description (shown in Attachment 2) is circulating at Connections and informally outside through personal networks to surface any internal candidates.
  - **By April 23:** Board approval/refinement of job description for official posting by Connections Human Resources team through job boards, newspaper sites, and other channels to identify a pool of likely candidates.
  - **By April 30:** Initial pool of candidates reviewed by Connections and Board committee.
  - **By May 14:** Top candidates identified for Board interviews.
  - **After May 21:** Assuming approval of charter, the Board will select its top candidate, the Human Resources department will handle the offer and onboarding, and intensive training will commence through June 30. Part of the training and onboarding process will include Principal review of candidates for Executive Assistant, Guidance Counselor, Teachers and Paraprofessionals with the goal of having all staff secured by mid-July.
2. Who will work on a full-time or nearly full-time basis immediately after approval to lead development of the school? How will this person be compensated?

Mickey Revenaugh and Holly Atwell will work on a nearly full-time basis to coordinate the school

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launch, which is now almost a science – with a very defined process and set of stakeholders – at Connections after launching more than 20 schools and dozens of partner/district programs. The chart in Attachment 3 details the staff resources that will be devoted to school start-up both before and immediately after charter approval.

3. Describe the responsibilities and qualifications of the first proposed school's administrative/management team (beyond the school leader). If known, identify the individuals who will fill these positions and provide, as Attachment 3, the qualifications and resumes for these individuals. If these positions are not yet filled, explain your timeline, criteria, and process for recruitment and hiring. *NOTE: There are no page limits for this attachment.*

The Nexus Academy on-site administrative team working with the Principal will include an Executive Assistant, a Guidance Counselor, and a Special Education Coordinator. These individuals have not yet been identified but draft job descriptions are shown in Attachment 3.

Once selected, each of the on-site administrative staff members will be assigned a mentor who serves in a similar role at another Connections-affiliated school, and will also participate in initial and ongoing training specific to their role.

Supporting the on-site team will be the complete Connections Charter School Services team (Finance, Compliance, Board Relations), the Facilities team, Marketing/Outreach team, Professional Development, Curriculum/Instruction, MIS, Technology, and more. These individuals are identified in the chart in Attachment 3.

## Governance

### Legal Status and Governing Documents

For the entity proposing to hold the charter(s), provide the following governance documents as **Attachment 4**:

- 501(c)(3) Letter of Determination from the Internal Revenue Service (or evidence that the applicant has applied for federal tax-exempt status from the IRS);

Better Blended Learning for Indiana is an Indiana not-for-profit corporation – see Certificate of Incorporation in Attachment 4 – and has filed Form 1023 to apply for 501(c)(3) status with the Internal Revenue Service.

- Copy of the Articles of Incorporation; and

Please see Attachment 4 for the Better Blended Learning for Indiana Articles of Incorporation.

- Copy of Board Bylaws.

Please see Attachment 4 for the Better Blended Learning for Indiana bylaws, which include the clause specifying that upon dissolution, as stipulated in IC §20-24-3-3, (1) all remaining assets, except funds specified in subdivision (2) of IC §20-24-3-3, shall be used for nonprofit educational purposes; and (2) remaining funds received from the [Indiana Department of Education] shall be returned to the department not more than thirty (30) days after dissolution.

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As **Attachment 5**, provide a completed and signed Statement of Assurances.

Please see Attachment 5 for the completed and signed Statement of Assurances using the ICSB form.

## Governing Board

1. **Governance Structure and Composition.** Describe the governance structure. Will the new school(s) have an independent governing board, or will there be a single network-level board governing multiple schools? Describe the current and desired size and composition of the governing board.

The Better Blended Learning for Indiana Board of Directors will be the non-profit network-level Governing Board for the three proposed Nexus Academy blended charter high schools in Indianapolis. These three schools will share a Principal and other administrative personnel, who will be selected by and serve at the pleasure of the Board. In addition, day-to-day management of the three schools will be provided by Connections Education as Better Blended Learning's EMO partner under a single management contract (see School Management Contracts section, below). The current size of the Governing Board is three members, with immediate plans to grow to five members (including a parent of a Nexus Academy student) by the launch of school in Fall 2012.

In **Attachment 6**, provide a completed and signed Board Member Information Sheet for each proposed Board member for the governing entity/charter holder. *NOTE: Please use the provided form included in this RFP.*

Please see Attachment 6 for a completed and signed Information Sheet for each Better Blended Learning of Indiana Board member. The Board understands that once the charter is awarded, Indiana law and ICSB policy require that each Board member must undergo an expanded background check prior to execution of the charter agreement, utilizing one of the approved providers listed on the ICSB website.

2. **Pre-Existing Nonprofit Organization.** If this application is being submitted by an existing nonprofit organization or institution *other than* a charter school governing board, describe what steps the existing board will take to transform its board membership, mission and bylaws to support the charter school expansion/replication, and to comply with Indiana's Public Access Laws, including the Open Door Law.

Not applicable.

3. **Governing Entity's Responsibilities.** Explain how the proposed governance structure and composition will help ensure that there will be active and effective oversight of all Indiana charter schools in the network's portfolio.

In order to ensure smooth operations and effective board practices, the Nexus Academy Governing Board will take part before the end of May 2012 in the extensive "Board Academy" training program developed by the Greater Capacity Consortium ([www.greatercapacity.org](http://www.greatercapacity.org)). This program includes the Effective Board Governance of Public Charter Schools online training module series as well as state-specific training provided both face-to-face and in print. Training topics include charter school basics, non-profit management, budgeting and finance, conflict of

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interest, effective meetings, policy development and human resources oversight. Subsequently the Board will take advantage of any Governance Training program provided by the Indiana Charter Schools Association, which includes additional focus on Indiana law and regulations and will arrange specific training for officers (President, Vice President, Secretary, and Treasurer).

4. **Procedures.** What will be the planned frequency and focus of meetings? Identify any standing subcommittees the board expects to have. Describe how the school and governing board will comply with Indiana's Public Access Laws as described within IC § 5-14 and as further explained on the ICBS website under Application Resources. Additional guidance is available from the Office of the Public Access Counselor at <http://www.in.gov/pac/> and at (317) 234-0906 or (800) 228-6013.

The Better Blended Learning for Indiana Board will meet monthly at an accessible location (likely the school site once it is up and running, and another Indianapolis area location prior to that time), with required posting of the meetings to ensure access by the public. The Board will select its regular meeting date and time before the end of April 2012.

During the start-up phase, the Board is expected to designate one or more members to review applications for staff positions; review School and Employee Handbooks; review leases and contracts; and otherwise represent the Board in nuts-and-bolts activities. All final decisions will be made by the Board as a whole.

5. **Ethics and Conflicts of Interest.** Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 7**, the board's Code of Ethics and Conflict of Interest policy. *NOTE: There is no page limit for this attachment.*

Please see Attachment 7 for the complete draft Board Policies Manual, which includes the Code of Ethics and Conflict of Interest policy.

6. **Advisory Bodies.** Describe any network- or school-level advisory bodies or councils to be formed, including the roles and duties of that body. Describe the planned composition of the advisory body and the reporting structure as it relates to the governing board and school leadership.

The Better Blended Learning Board will be asked to elect a member to sit on the Connections-wide Curriculum Advisory Council to provide Board-level input into curriculum development. In addition, the Board may choose to create or join advisory bodies focusing on college-readiness, career exploration, and other mission-critical topics.

7. **Grievance Process.** Explain the process that schools will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure or practice at the school. Describe the types of corporate or school documents that will be available to parents free of charge and how those will be made available.

Nexus Academy will have clear procedures for resolving grievances, which will be laid out in the School Handbook for parents and students and the Employee handbook for staff.

In general, these procedures are as follows:

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1. A student, parent, or staff member with a grievance or complaint must, in writing, report the dissatisfaction, and submit it to the student's teacher (or other appropriate staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.
2. The recipient of the grievance must review the issue with his or her supervisor and respond to the parent within three (3) school days.
3. If the original recipient did not resolve the grievance, the parent should request a meeting with the recipient's supervisor. The supervisor should investigate the matter, and schedule a meeting with the parent, the student, if necessary, and any other staff member (if necessary), within five (5) school days.
4. If either party does not resolve this grievance, the parent should then request a meeting with the Connections Executive Director of School Programs. The Executive Director will investigate the matter, and schedule a meeting within five (5) school days.
5. If a resolution was not reached at the above three (3) meetings, the parent may request a meeting with the Connections Chief Education Officer, who will investigate the matter, and arrange a meeting within five (5) school days.
6. If the school has not been able to address the concern through the grievance process set out above, or if there has not been a prompt and equitable resolution of a complaint prohibited by Title IX and Section 504, the aggrieved party may contact the school's Governing Board. The parent can also resort to contacting the Indiana Charter School Board as the school's charter authorizer.

### School Management Contracts

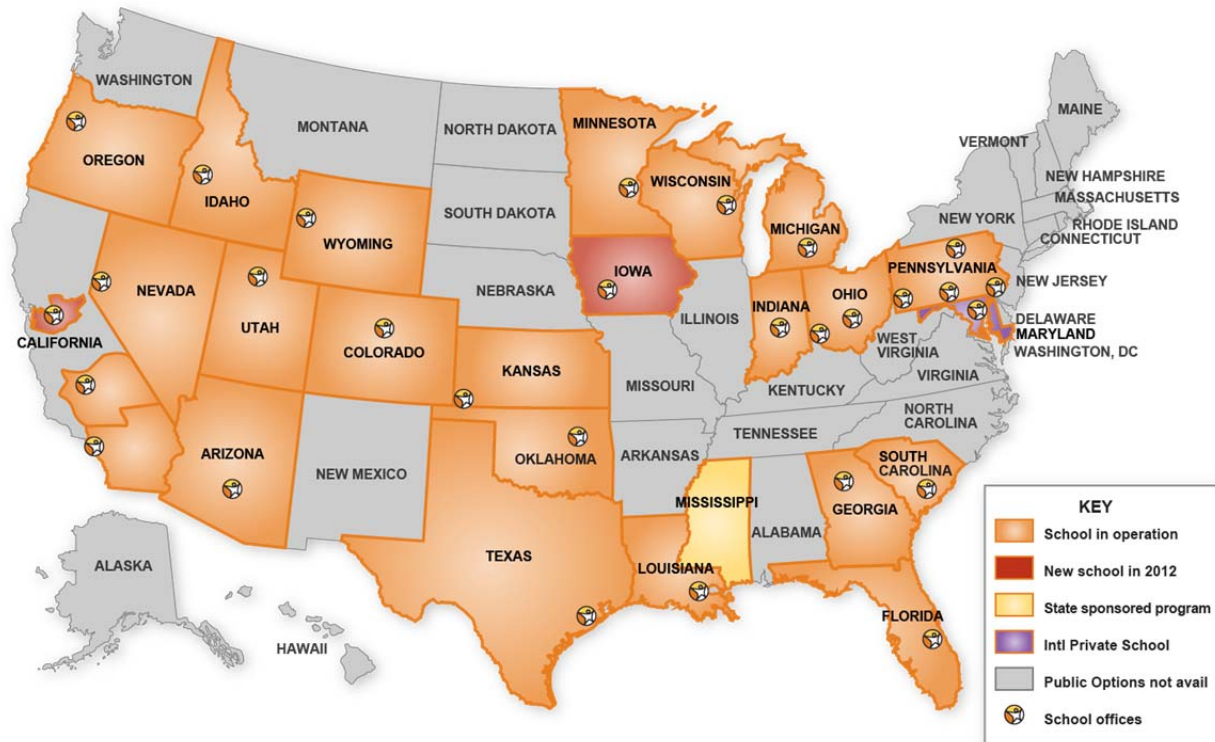
If any proposed school intends to contract with an Education Service Provider (ESP) for school management, provide the following information (and provide the requested documentation as **Attachment 8**):

- a. A brief overview of the ESP's founding year, mission, leadership team, and current geographic footprint;  
Better Blended Learning for Indiana intends to partner with Connections Education, an Education Management Organization/Education Service Provider, for curriculum, instructional, technology, and school management services for Nexus Academy. Connections was founded in 2001 and has as its mission the provision of services and products that promote academic and emotional success for students in non-traditional settings. Connections now includes its Connections Academy division, which focuses on developing and supporting charter and other public schools, and a Connections Learning division that provides online/blended curriculum and technology services to education agencies and to consumers. Connections is serving more than 40,000 students in the 2011-12 school year. In Fall 2011, Connections was acquired by Pearson LLC.

A map showing Connections' current footprint of virtual schools – which includes the statewide Indiana Connections Academy – is below. Nexus Academy blended charter schools are slated to open in Fall 2012 in Ohio (Cleveland, Columbus and Toledo) and Michigan (East Lansing, pending final approval) in addition to the proposed Nexus Academy of Indianapolis. See Attachment 9 for further details about the blended charter network.



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- b. A summary explanation of how and why the ESP was selected, and the due diligence conducted (including a list of other ESPs assessed during the due diligence process, if any);
- Blended learning is an emerging mode of delivery that has received tremendous attention from the education press and the foundation world. The Founding Group is aware of other ESPs working in this space, including Carpe Diem, K12, Inc. with its Flex Academy model, and Rocketship Education focusing on K-5. Based on deep familiarity with key members of the Connections leadership team and experience with the Connections curriculum, the Founding Group chose to support and help guide the Connections Nexus Academy model in Indiana.
- c. A term sheet setting forth a proposed duration of the contract that aligns with the ICSB 5-Year charter term; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;
- Please see Attachment 8 for a detailed terms sheet.
- d. A draft of the proposed management contract detailing all of the above terms;
- Please see Attachment 8 for the draft management contract.

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- e. Explanation of the relationship between the school governing board and the ESP, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;

The Governing Board's overall expectation of the ESP is delivery of strong student academic performance and top-quality, fully compliant school operations, including ensuring that the school is on a sound fiscal footing. At each monthly Board meeting and upon request in between, school staff and the Connections support team will provide detailed reports to the Board focused on these goals, including:

- Principal's Report providing highlights and issues from the prior month.
- A written Monthly School Report reporting and comparing key data about student enrollment, demographics, and performance.
- An Excel Monthly Financial Report and re-forecast to aid fiscal management.

In addition, the Governing Board will set measurable, school-specific annual goals each Spring and will use these goals to evaluate staff and EMO performance each year. In addition, the Board will conduct a complete evaluation of the EMO performance annually and may use the results of this evaluation to revise or terminate the EMO contract.

- f. Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and  
There are no such conflicts of interest.
- g. Evidence that the service provider is authorized to do business in Indiana.  
Documentation of authorization to do business in Indiana is included in Attachment 8.

### Network Vision, Growth Plan & Capacity

Provide the following information about the organization's growth plan and capacity to carry out that plan with quality and integrity.

1. Provide, as **Attachment 9**, the organization's 5-year business plan addressing the plan for network expansion in Indiana (and in other states, if applicable). If no business plan has been developed, please answer the remaining questions in this section. *NOTE: There is no page limit for this attachment. Business plans will NOT be posted on the ICSB website.*

The Nexus Academy network of blended charter schools has no formal separate business plan; rather, the Nexus Academy schools are part of the overall business plan of Connections Education, which is on track to continue expanding its charter school network as well as its curriculum/instruction/technology sales to education agencies at all levels and to consumers. An overview of the development of this Nexus Academy network is shown in Attachment 9.

See additional answers to questions below regarding the build-out of the Nexus Academy

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network in Indiana and beyond.

2. If not clearly described in Attachment 9, or if no business plan exists, describe the organization's strategic vision, desired impact, and five-year growth plan for developing new schools in Indiana and other states, if applicable. Include: number and types of schools; planned opening years; all currently targeted geographies and criteria for selecting them; projected numbers of students; and measurable impact on student achievement.

Please see the five-year build-out plan in Attachment 9, which includes projected number of students and impact on student achievement.

3. If not clearly described in Attachment 9, or if no business plan exists, summarize the organization's capacity to support and ensure the quality and long-term success of the new school(s) proposed. If the organization's existing portfolio or growth plan includes schools in other states, explain how Indiana fits into the larger growth plan and how the organization will support and ensure quality in the schools planned for Indiana.

Please see Attachment 9.

4. If not clearly described in Attachment 9, or if no business plan exists, provide evidence of organizational capacity to open and operate schools successfully in accordance with the growth plan. Explain results of past replication efforts and lessons learned, including how you have addressed replication challenges in other markets.

Please see Attachment 9.

5. If not clearly described in Attachment 9, or if no business plan exists, describe the greatest anticipated risks and challenges to achieving the organization's desired outcomes in Indiana. How will the organization meet these challenges and mitigate risks?

Please see Attachment 9.

## Network Management

1. Explain any shared or centralized support services the network organization (including any ESP partner) will provide. Describe the structure, the services to be provided, the cost of those services, how costs will be allocated, and specific service goals. How does the organization know whether it is successfully delivering these services? *(In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract to be provided with the charter application.)*

Please see Terms Sheet and Draft Management Contract in "School Management Contracts" section above for detail of centralized support services. It is also expected that the three planned Nexus Academy schools in Indianapolis will share administrative staff.

2. Using the table below, define school- and organization-level decision-making authority as it relates to key functions, including curriculum, culture, staffing, corrective actions, etc. Indicate where primary authority for each function resides.

## Nexus Academy of Indianapolis

Function	Network/ Management Organization Decision-Making	School Decision-Making
Performance Goals	Network sets high level goals	Governing Board and Staff set annual goals
Curriculum	Network provides curriculum	School staff modify/personalize curriculum for students
Professional Development	Network provides ongoing PD	School arranges site-based and local PD
Data Management and Interim Student Assessments	Network provides data system and assessments	School staff uses assessment data to drive instruction
Grade Level Promotion Criteria	Network provides overall standards and metrics	School tailors metrics with Governing Board approval
Culture	Network sets high level culture guidelines and supports	Students and staff refine culture for their site
Budgeting, Finance, and Accounting	Network provides all back office services, including budgeting	School leader and Board actively drive annual budgeting
Student Recruitment	Network provides overall marketing strategy and resources	School staff directly involved with local recruitment tactics
School Staff Recruitment and Hiring	Network is employer of all school staff on behalf of Governing Board	Board chooses Principal, who chooses teachers and staff
HR Services (payroll, benefits, etc.)	Network provides all HR services	Board evaluates school leader
Development	Network provides grant-writing service	School staff conduct local fundraising and partnerships
Community Relations	Network provides high level PR and press support	School staff develops community relationships
Information Technology	Network provides and supports all IT, including Connexus	
Facilities Management	Network finds and secures location and provides facilities support, including arranging for janitorial	Governing Board “owns” lease and school ensures proper use of facility
Vendor Management / Procurement	Network provides services procured from it by Governing Board	Board negotiates network contract and other large buys
Other operational functions, if any		

3. Provide, as **Attachment 10**, the following organizational charts:
- Network as a whole, aligned with the 5-Year Business Plan
  - School-level organizational chart for School 1 at full capacity

Please see Attachment 10 for requested organizational charts, which clearly delineate the interrelationship of the governing board, staff, and ESP.

## SECTION II: SCHOOL DESIGN

### Education Plan

#### Curriculum and Instructional Design

1. Provide a framework for the proposed instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed Indiana's Academic Standards as described in IC § 20-31-3. Please also describe how the proposed instructional design will align with or exceed the Common Core Standards. More information about Indiana's adoption of the Common Core Standards and the implementation timeline can be found at <http://doe.in.gov/commoncore/>. The description of the instructional design should include, at a minimum, the following items:
  - the basic learning environment (e.g., classroom-based, independent study, virtual)
  - class size and structure,
  - an overview of the curriculum,
  - the use of technology in delivering instruction (if applicable),
  - plans for ensuring the school is staffed with highly effective teachers, and
  - evidence-based support.

The Nexus Academy blended learning model is engineered to enable each student to meet his or her fullest potential – including meeting and exceeding Indiana Academic Standards and the Common Core. The school is designed around each student from the ground up, with the daily routine driven not by lock-step periods and bells but by data about his or her learning and activities designed to maximize both academic performance and social/emotional growth. Key design elements for Nexus Academy include:

- **Unique Blended Learning Approach:** Nexus Academy utilizes a cutting-edge blend of face-to-face and online instruction, digital and hands-on curriculum, individualized and team-based learning, to provide an engaging and effective educational experience for each student. This approach also allows for real-world special-focus programming such as a sports business strand that Nexus Academy of Indianapolis intends to develop for its students in partnership with local sports franchises and sports-related companies making their home in Indy.
- **Personalized Learning Plan:** Developed collaboratively for each student by the staff with input from parents and students, this plan guides the tailoring of both curriculum and instruction to meet that student's needs. Special attention will be paid to meeting the needs of students with disabilities and English Language Learners, whose Personalized Learning Plans will reflect necessary modifications and accommodations but who are otherwise fully integrated into the daily learning routines of the school.
- **One-to-One Computing Resources:** All students at Nexus Academy will be provided with a netbook, tablet computer or other wireless mobile computing device, which they will use throughout the school day to access their powerful and engaging online curriculum, and may take home to continue their work beyond the school day. The school also intends to make use of students' own smartphones and other computing devices they may bring to

## Nexus Academy of Indianapolis

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school, while providing large screens throughout the space for presentations and collaborative work. This “three-screen” approach mirrors how adult professionals now use technology in their working days.

- **Flexible Use of Space and Time:** Rather than rows of forward-facing desks and teacher lectures, Nexus Academy provides a combination of comfortable team rooms and inspiring subject-specific classrooms where students and teachers meet in small groups and one-on-one (see Facilities section below for further details). The school day maximizes flexibility so that students who need more intensive intervention and direct instruction will get it, while students who are ready to move ahead can do so. Nexus Academy also allows time and space for special focus activities such as sports/sports business, dual enrollment/college courses, foreign language immersion, and internships.
- **Data-Powered Instruction:** As students work through their engaging online curriculum, they generate rich streams of performance data that teachers and school leaders use to maximize student performance.
- **Dynamic Differentiation:** Teachers use data on student performance to dynamically group students for intervention, enrichment, project work and individual study within the classroom, formulating new groups every one to two weeks. Students with disabilities and English Language Learners will be fully integrated into these groups.
- **Small School Design:** The Nexus Academy program will be implemented in a school setting that is small by design – with a total of 250 students at scale, radically more intimate than any other college-prep focused public high school in the City of Indianapolis. Recent research on small schools shows significant positive impact on graduation rates when the personalization of an intimate learning environment is coupled with a strong mission focus and careful attention to continuous program improvement.
- **Technology-Facilitated Curriculum:** Nexus Academy intends to use a high-quality, proven-effective curriculum licensed from Connections Education, consisting of hundreds of standard-aligned technology-delivered but teacher-driven courses. This comprehensive program offers multiple levels of core academic coursework – Advanced Placement®, Honors, Standard, Basic, and Credit Recovery – plus a dozen foreign languages, cutting-edge technology electives, and engaging arts courses. Throughout the flexible school day and beyond, students access this entire curriculum via their school-provided tablet computers, which allow them to work anywhere, anytime – and produce a rich stream of learning data to guide every instructional decision. For a complete description of every course and its objectives, please see <http://bit.ly/grHcRu>.

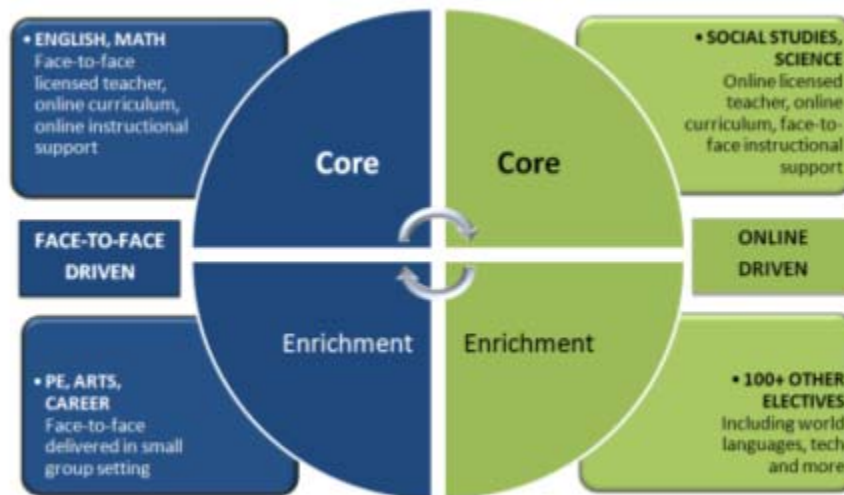
Nexus Academy’s curriculum will ensure college and career readiness by offering courses that fulfill all Common Core and Indiana Academic Standards as well as Indiana graduation requirements. The curriculum and instructional model also allows for dual enrollment and early college options, and address key skills that students need for success in the 21st century, as detailed by the Partnership for 21st Century Skills ([www.21stcenturyskills.org](http://www.21stcenturyskills.org)). These skills include critical thinking and problem solving, global awareness, self-directed learning, collaboration skills, and technology literacy. To this end, the Teachlet® tutorial embedded in each lesson typically presents concepts in a manner that addresses both fact/skill-level

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mastery and higher-order thinking, while the Assessment section of each lesson typically includes constructed critical thinking responses in addition to measures of factual recall. Furthermore, the curriculum is engineered to allow teachers to adapt any learning activity—by adding, skipping, or deleting, often in conjunction with a mentor—to meet student needs, including the need to draw out complex thinking or to fulfill an IEP (see “Special Populations and At-Risk Students” section below for further details about meeting special learning needs).

Nexus Academy’s approach fuses high-quality online curriculum with individualized instruction and flexible scheduling with high expectations and detailed performance tracking through Connections’ powerful Connexus<sup>®4</sup> education management system. This system puts a sharp focus on the most effective personal pathway for each student to ace End-of-Course Tests and other assessments, fulfill all graduation requirements, and prepare for college and/or career. The curriculum has produced a promising record of achievement: for example, 78% of Connections-affiliated students scored 3 or higher on AP exams, compared with 57% of American students in general.

Nexus Academy will deliver these courses to students in the school facility in a unique blend of “face-to-face driven” and “online driven” formats, all taught by Indiana-licensed teachers. U.S. Department of Education research suggests that this approach leads to higher achievement levels than either fully online or purely face-to-face alternatives.



The potential of this high-quality approach to blended learning has been recognized by authorities as diverse as the U.S. Department of Education, the Gates Foundation, the Council of Chief State School Officers, and the International Association for K-12 Online Learning. It is the focus of Gates’ Next Generation Learning Challenge (which Nexus Academy hopes to participate in) and the subject of a major report by the Innosight Institute.<sup>5</sup>

2. Specify instructional strategies that your school will implement to support the education plan and why

<sup>4</sup> Connexus<sup>®</sup> is a registered trademark of Connections Education.

<sup>5</sup> “The Rise of K-12 Blended Learning,” Michael Horn and Heather Staker, Innosight Institute, <http://bit.ly/gaONJk>

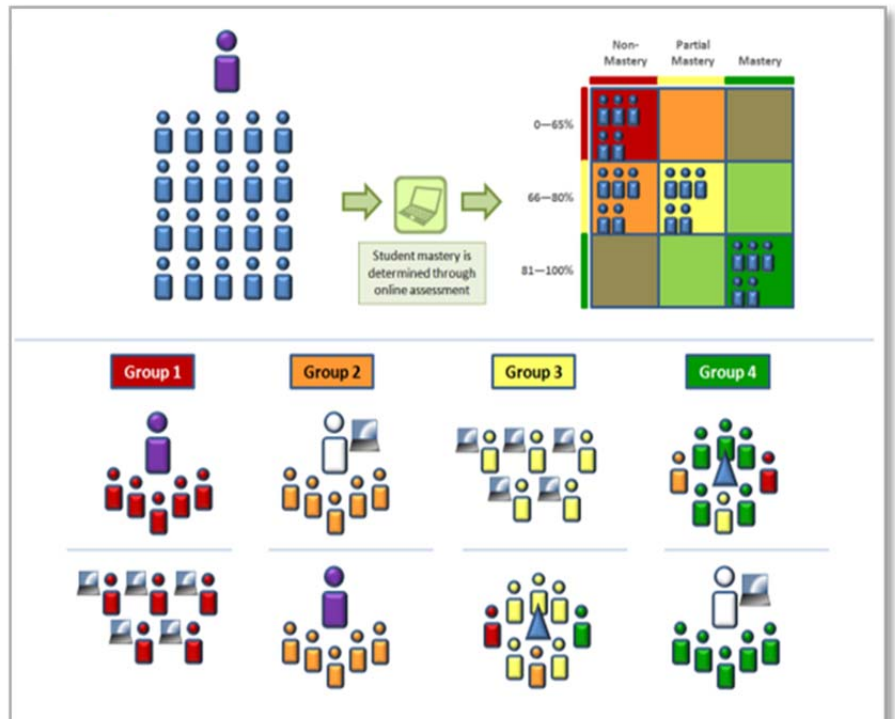
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they are well-suited for your targeted student population. Describe the methods and systems that teachers will use to provide differentiated instruction to meet the needs of all students.

The Nexus Academy instructional approach is known as Personalized Performance Learning®. Developed over the past 10 years to serve students in fully virtual settings and now adapted to the blended learning environment, this approach combines excellent face-to-face teachers with the power of technology such that the whole is greater than the sum of its parts.

The school is staffed with in-person teachers in the highest-stakes core subject areas who preside over lab-style classrooms for their subjects – but unlike a traditional classroom, the Nexus Academy teacher does not stand in front of the classroom delivering “one size fits all” instructional content to 25 students with wildly divergent learning needs.

Rather, as students work through their engaging online curriculum generating rich streams of performance data, the teachers use that data to dynamically differentiate their instruction –grouping and regrouping students for intervention, enrichment, project work and individual study (see accompanying diagram). Online instructional support in the form of one-to-one and small-group tutoring, “unsticking,” and grading services allow the teacher to maximize the time that they spend with students in



the ways that matter most. The flexible daily schedule allows time and space for special focus activities such as college courses, sports, internships, and work.

Nexus Academy further personalizes the school experience by placing each student in a “Fusion Team” cohort of students that stays together through the school day and year, supervised by a professional learning coach with support from college and community mentors. For additional support, all students have access to the online LiveTutor service that puts expert teaching help at their fingertips when they need it.

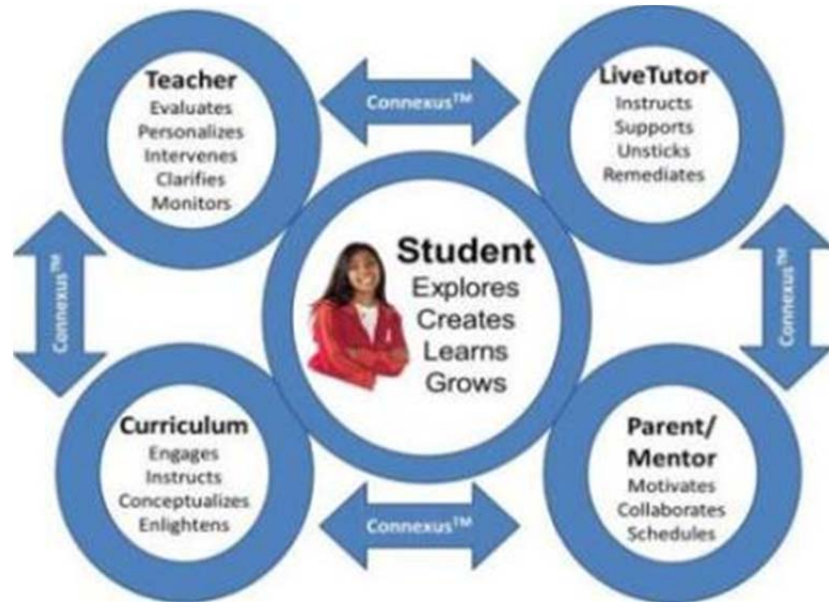
The Nexus Academy Personalized Performance model surrounds each student with supports and resources that optimize his or her success. These include highly qualified face-to-face and online teachers, face-to-face mentors, and just-in-time online tutoring resources, with critical roles also played by parents/guardians. The model is connected by the constant flow of data and communicated/facilitated by the Connexus educational management system.



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As described above, the school's intervention and acceleration capabilities ensure that academic achievement is maximized for every student.

Nexus Academy embodies multiple hallmarks of excellence: a rigorous, proven K-12 curriculum that is aligned to Common Core and Indiana Academic Standards and



accredited by both the North Central Association and AdvancED; top-quality teachers who are Indiana-certified, highly qualified, and specially trained to excel in a blended learning environment; and one-to-one computing resources in a unique education management system platform designed specifically for K-12 online/blended learning to provide 360-degree accountability through comprehensive data collection, analysis and reporting. These elements add up to a cutting-edge school program that nonetheless enjoys an established track record in increasing academic achievement for all. Students taking Connections courses part-time in states from Mississippi to Maryland have a 90%-plus passing rate, while full-time Connections-affiliated schools across the nation have sent graduates to Harvard and Indiana University Bloomington, Johnson & Wales and the Air Force Academy, among many others.

3. Identify any key educational features that would *differ* from your current education model. Explain why you would implement these features, any new resources they would require, and how these features would improve student achievement.

As noted above, the Nexus Academy blended high school model utilizes proven elements from the Connections Academy virtual school model but combines them with face-to-face instructional strategies, project-based learning, dynamic differentiation and innovative use of space – features which have been developed based on pilot implementations in Houston, Baltimore, Prince George's County, Philadelphia and Detroit.

4. As **Attachment 11**, provide a course scope and sequence by subject, for each grade level proposed, that demonstrates clear alignment with Indiana's Academic Standards and the Common Core. **NOTE: Limit attachment to five (5) pages.**  
Please see Attachment 11 for a condensed scope and sequence indicating alignment to Common Core, plus a link to the complete alignment.

## Pupil Performance Standards

State the proposed school model's pupil performance standards, consistent with Indiana's Academic Standards and the Common Core. In particular:

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1. Provide, in **Attachment 12**, the school's exit standards for graduating students *for each division of the school* as applicable (elementary, middle and/or high school). Exit standards should clearly set forth what students in the last grade in each division will know and be able to do. **NOTE: Limit attachment to ten (10) pages.**

Nexus Academy is a high school driven by the goal of universal graduation and college acceptance. The exit standards for graduation – including completion of Indiana's Core 40 or Core 40 with Academic or Technical Honors – are described under High School Graduation Requirements, below, and detailed in Attachment 12.

2. Explain the school's policies and standards for promoting students from one grade to the next. How and when will promotion and graduation criteria be communicated to parents and students?

Nexus Academy will ensure that every student masters Indiana's Common Core Standards and graduation requirements by carefully calibrating and tracking each student's performance throughout their high school career. Please see Attachments 11 and 12 for details.

### High School Graduation Requirements (*High Schools Only*)

High schools approved by the Indiana Charter School Board will be expected to meet Indiana Graduation Requirements, described in IC § 20-32-4 and explained on the Indiana Department of Education's website: <http://www.doe.in.gov/core40/overview.html>

1. Explain how the school will meet these requirements. Explain how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Indiana, explain any additional requirements.

Nexus Academy is a college/career prep school with its eye on successful completion of high school graduation requirements and beyond. Please see Attachments 11 and 12 for specific alignment of the Nexus curriculum to these requirements. The personalization and flexibility of the blended school model mean that each student's schedule can be calibrated to facilitate their success.

2. Explain how your graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).

In addition to meeting the high school requirements, Nexus Academy students will be strongly encouraged to complete college level work (AP, dual enrollment, or both) while in high school, and fully supported in ensuring that they are prepared for success in their post-secondary endeavors.

3. Explain what systems and structures the school will implement for students at risk of dropping out of high school and/or not meeting the proposed graduation requirements.

The Connexus platform and its granular data about student performance will all for early identification of and intervention with students at risk of dropping out or failing out of school. In addition, the vast curricular resources that the school has at its disposal will allow such students to get back on track quickly and effectively.

### School Calendar and Schedule

1. Provide, in **Attachment 13**, the school's proposed calendar for the first year of operation, as well as the weekly schedule of classes. Provide an overview of academic and non-academic programs, as well as

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the total number of instructional days in an academic year. Note the length of the school day, including start and dismissal times. Detail the number of instructional hours/minutes in the day for core subjects such as language arts, mathematics, science, and social studies. **NOTE: Limit attachment to five (5) pages.**

Please see Attachment 13 for the proposed 2012-13 calendar along with sample schedules showing how student time on site and in “flex time” are utilized to ensure that every student receives at least 180 days of instruction. Nexus Academy is also very interested in partnering with the Indiana Department of Education to pilot a “non-seat-time”/mastery-based approach to completing the Core40.

## School Culture

1. Describe the culture of the proposed school and how this culture will promote a positive academic environment and reinforce student intellectual and social development.

The culture of Nexus Academy will be one of high expectations and personal achievement in a caring and collaborative community. The school design, shift system, and team structure mean that students will work in an intimate and caring environment, but also will see immediately that their actions impact others.

In its first year, Nexus Academy may task its founding students to further define their ideal school culture as a group project – and then ask them to take responsibility for enforcing that culture.

2. Explain how you will implement this culture for students, teachers, administrators, and parents starting from the first day of school.

The basics of the school culture will be communicated during information sessions – which will feature enrolled students and parents after Year 1 – and will be distilled into the School Handbook that students and parents review during the enrollment process.

3. Summarize, for illustrative purposes, a typical day from the perspective of a student in a grade level of your choice.

A typical Nexus Academy freshman – let’s call him Jayson – will take the city bus to arrive at school at 9 am for the school’s morning shift and report directly to his Team Room and claim his spot at the high café table where he does his best work. The day will begin with a brief Team Meeting at which Jayson and his cohort-mates decide to challenge the school’s other teams to a Math Off – whoever ends the month with the highest cumulative scores in Algebra, Geometry, Algebra 2 and PreCalc will get a pizza party. Jayson then works on his online Spanish course for 30 minutes followed by a web conference with his online World History teacher until 10:15, when a musical cue tells him it is time to go to the English classroom. Jayson has been struggling with *Animal Farm* so his teacher meets with him and two others who are in a similar place with Orwell to talk about the themes and imagery in the book. Jayson stays in English for extra time today, a total of 90 minutes, before switching over to the Math classroom for a 30-minute Algebra 1B unit test, which he’s pretty sure he aced – he’d studied those polynomial equations hard. Then Jayson hits the fitness room for a half-hour workout before picking up his lunch and meeting his Robotics Club buddy for a team meeting. Jayson leaves the school at 1 pm to go to his job at CVS, but makes a mental note to

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complete a couple units in his online Game Design course before bed that night.

4. Summarize, for illustrative purposes, a typical day from the perspective of a teacher of any subject or grade of your choice.

Yvette Johnson taught math for four years in a “good” traditional suburban high school before coming to Nexus Academy, so she is delighted to have a chance to use some of her best engagement strategies every day. Teaching math at Nexus is challenging, because she might have one student struggling to grasp the basics of Algebra in her classroom at the same time as another student who’s ready for Trig – but at Nexus, each student can actually be working in the course that is right for him or her regardless of age or grade. Yvette gets into the building early to be ready for her first group of students at a little after 9, and works straight through until 5 – though she hardly counts her lunchtime First in Math club as work. In between, Yvette consults for 30-60 minutes at a time with some 75 students in small groups who are tackling concepts that they need help mastering; sees another 75 in small groups primed for acceleration; and supervises another 50 in group or individual project-based learning activities. A steady flow of data from the Connexus system lets Yvette know how each student is doing in the curriculum and what each needs from her to master the school’s diverse and challenging math curriculum. Yvette also looks forward to Fridays, when she and the other Nexus teachers, both face to face and online, can confer and plan for student success.

### Supplemental Programming

1. Will you offer summer school? If so, describe the program(s) to be offered. How many students are expected to attend summer school, and how will they be selected for participation? How many hours and weeks of summer school will you provide, and how will it be funded?

Nexus Academy can readily provide summer school using the online summer school curriculum and program available via Connections. This summer program includes both credit recovery and original credit courses, which students can take at home, use at the school site, or both. Should the school staff determine that a summer program for some or all students is essential, Connections will help the school identify grant resources or other funding to put it into place.

2. Describe the extra- or co-curricular activities or programming the school will offer; how often they will occur; and how they will be funded.

In addition to its high-performance academic program and educational support services, Nexus Academy will offer intensive college and career counseling, mentorships and internships, and a leadership development program through a partnership with the Thurgood Marshall College Fund. Nexus Academy leadership will work with community partners to ensure that each student has multiple extracurricular and enrichment opportunities on campus, off campus, and online. The school will also provide its students with healthy packaged meals, a personal trainer, and access to dozens of technology-facilitated clubs and activities, including:

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- **Art Club:** The Art Club sparks students' creativity by exploring art, photography, and graphic design. Students will be exposed to the nuances of each medium and have the opportunity to create and share their own creative designs. Optional LiveLesson® web conference sessions let students interact with art experts.
- **Book Club:** Participants read selected books and share their observations with each other. The teacher guides and encourages interactive and engaging group discussion.
- **Broadcast Club:** Students learn about the history and new trends of broadcast media and have an opportunity to share their work with peers. Throughout the year, students explore the growth of print (from newspapers to blogs), audio (from radio shows to podcasts), and video (from television to Internet videos).
- **Chess Club:** Club members learn, socialize, and play in an atmosphere of friendly competition. After completing an online tutorial for either beginner or advanced players, students are matched with competitors of the same skill level, and the games begin. Students can even play in a national tournament on an exclusive Connections site.
- **Debate Club:** Students learn the art of debate and critical thinking. While discussing and debating current events, students develop valuable skills in brainstorming, topic research, presentation strategies, verbal and nonverbal cues, and role-playing. Teachers help students develop position statements, supporting arguments, and analytical thinking.
- **Environmental Club:** Students work together to learn about and discuss environmental issues at the local, national, and global level. Each week features a project students can work on at home to help the environment. Special guest speakers participate in the club as well, adding breadth to the knowledge students gain from the club.
- **Innovators Club:** Students explore the world of invention and the entrepreneurial process, including idea generation, business plans, patents and more. Students will share their innovative ideas with peers and experts, and will learn about other successful young entrepreneurs.
- **National History Day Club:** National History Day guides students through the process of creating, editing, and submitting unique projects to the National History Day competition. Working with a theme announced by the National History Day organization, students choose from several different types of projects and learn research and writing skills as they work.
- **Pen Pals:** It's a new twist on a classic way to build friendships. Students develop their skills in letter writing, written expression, and penmanship, while making friends with other Connections-affiliated students.
- **Poetry Corner:** Connections Educations' own Poetry Lady directs this group, where young writers explore the language of poetry and hold weekly online forums to share and critique their work.
- **Poetic Forms and Language II:** Students learn the art of writing poetry. Poetic Forms and Language II continues to challenge students with various advanced poetic forms. Students learn how to convey ideas, situations, and feelings in inventive and original ways. The club teaches students how to communicate ideas using metaphor, simile, and imagery. Students are encouraged to share their poetry and short stories once a week on the Poetry Corner message boards.

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- **Quiz Bowl:** Students test their knowledge of fun facts in this weekly academic competition, with winners named in each state at the end of the year.
- **Robotics Club:** The Robotics Club will guide students through the exciting world of robots. Students will define what a robot is (and what it isn't!), study the myths that surround robots, examine how robots are used in movies and stories, and consider how robots assist humans. Experts in the field of robotics will help students learn more about artificial intelligence and what the future holds for humans and machines.
- **Student Leadership and Service Club:** Students will take on roles in both leadership and service. The group will meet twice a month to discuss service projects and hear from guest speakers who are active in different aspects of professional leading.
- **Student Literary Magazine:** The monthly *Pens and Lens* magazine recognizes and publishes original student works. We encourage students to inspire one another in both writing and photography.
- **Student Newspaper:** *The Monitor* is our student-managed, student-staffed monthly newspaper. As they work together, students learn about group dynamics, organization strategies, and teambuilding exercises while researching and writing stories on current events, sports, entertainment, and fashion.

3. Describe the school's programs or strategies to address student mental, emotional, and social development and health.

A key member of the Nexus Academy teaching staff is the Physical Education teacher, who serves as a personal fitness coach for every student and oversees the on-site fitness center where students can work out on treadmills, with free weights, the online yoga course, and Wii/Kinect fitness games.

Nexus Academy will have both an on-site Guidance Counselor and an online guidance counseling service to ensure that its students have access to the advice they need on future planning and life issues. The online service is particularly useful for conversations that should include students' parents as well – the online counselor can meet with student and parent simultaneously via web conference.

The paraprofessional Team Mentors will also be specially trained to facilitate advisory activities and provide social/emotional coaching for students in their teams.

4. If applicable, describe any other student-focused activities and programs that are integral to your educational and student-development plans.

The development of partnerships with higher education institutions for dual enrollment programming is a high priority, which Governing Board members with higher education affiliations will help facilitate.

### Special Populations and At-Risk Students

1. Summarize the school's overall plan to serve students with special needs, including but not limited to those with Individualized Education Programs, students with Section 504 plans, English Language Learners, students identified as intellectually gifted, and students at risk of academic failure or dropping out. Identify the special populations and at-risk groups that the school expects to serve, whether

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through deliberate targeting or otherwise.

Nexus Academy is committed to serving students with special needs – including students with IEPs or 504 Plans, English Language Learners, gifted students, and students at risk -- whether such students are currently or newly identified as such. While students will receive all of the unique and special services to which they are entitled, Nexus Academy is by design a full-inclusion school, which integrates all of its special learners into the daily life of the student body as a whole. Please see specific details below.

2. Explain how the school will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies and supports you will provide for students with mild, moderate, and severe disabilities, including:

For students with IEPs and 504 Plans, the Nexus Academy Special Education Coordinator will work with the Principal to ensure that the requirements of students' IEPs are met. This will include arranging for appropriate interventions and needs assessments, providing consultative support to the regular education teachers as well as modification and accommodation to the general education curriculum, conducting direct instruction where necessary, and coordinating related services. In addition, Nexus Academy will use a multi-tiered Response to Intervention model to bring as many struggling students as possible to proficiency before referring them into special education (see next section). In ensuring high-quality services to its students with special needs, Nexus Academy will draw upon Connections' expertise developed over a decade of successfully serving thousands of such students across the nation.

- a. How the school will identify students with special education needs.

Nexus Academy teachers will be trained in ChildFind and Response to Intervention strategies and will meet with the Special Education Coordinator regarding any student whose performance in the curriculum or other behaviors might suggest the need for evaluation. All appropriate safeguards and procedures, including parent notification, will be in place for any student formally identified for special education evaluation.

- b. The specific, evidence-based instructional programs, practices, and strategies the school will employ to provide a continuum of services, ensure students' access to the general education curriculum, and ensure academic success for students with special education needs.

The Special Education team at Nexus Academy and Connections will provide the following services, among others:

- consultative support to the regular education teachers to provide modification and accommodation to the general education curriculum;
- direct special education support to a student which may be provided via the telephone, Internet, LiveLesson, as well as in person;
- contracting of additional related services (such as Occupational Therapy or Physical Therapy) in accordance with the student's IEP or 504 Plan;
- ongoing progress monitoring for every student, including frequent and thorough review of student performance, attendance, and participation data as reported to

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- the student, parent and teacher through their respective home pages;
- careful logging in Connexus of every conversation (by phone, WebMail, LiveLesson or other means) and consultation with the student and/or parent; and
- specific tracking and reporting for providers of direct/related services, with close scrutiny by the special education staff of any missed appointments or incomplete services.

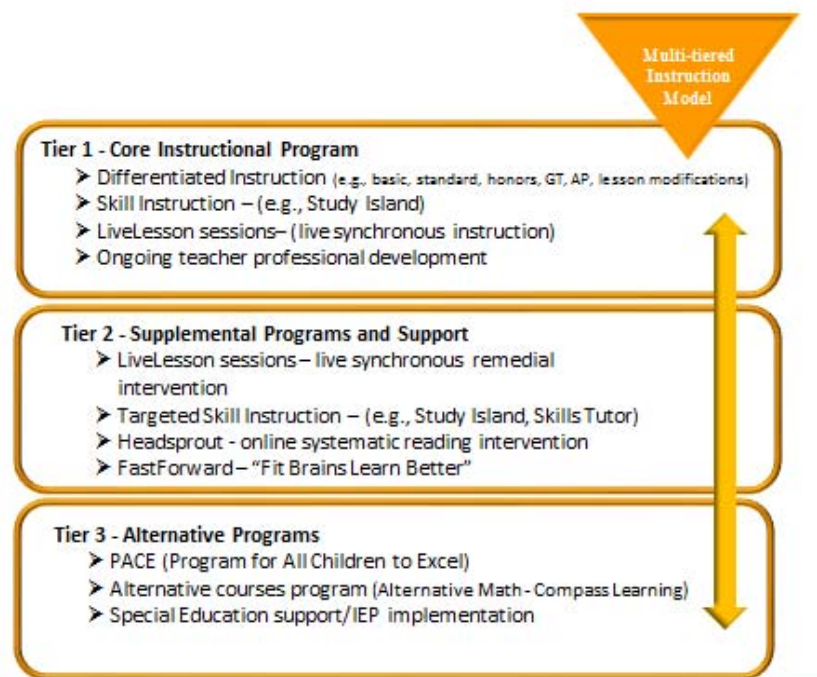
To ensure effective inclusion of students with disabilities in a blended environment, Nexus Academy will use adaptive technologies such as:

- LiveSpeech online speech therapy service;
- word prediction or dictation software, such as Word Q® and Speak Q® or Dragon Naturally Speaking®;
- text readers, such as Read Please or Kurzweil readers;
- screen readers, such as Jaws for student with vision impairments;
- touch screens or adapted keyboards, such as Intellikeys;
- books on CD or tape; and
- screen magnifiers for students with low vision.

Nexus Academy will use a multi-tiered intervention model to meet the needs of students who are significantly behind academically – with the goal of bringing them up to speed on a path toward college. Students who may not be successful in the standard program, Tier 1, will receive additional support via the supplemental and alternative programs in Tier 2 and Tier 3 as highlighted in the adjacent chart.

The Student Support team, made up of the Principal, Special

Education Coordinator, and teachers, will review student performance data weekly or biweekly and adjust the student program accordingly.



- c. How the school will regularly evaluate and monitor the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals set forth in the Individualized Education Program (IEP).

The achievement of special needs students will be monitored in the same ways and with the same tools that other Nexus Academy students' performance is tracked, with an extra level of scrutiny by the Special Education Coordinator. Throughout the year and at the



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end of each year, the Nexus Academy staff will evaluate the school's services to its special needs students and plan adjustments.

- d. If applicable, the school's plan for promoting graduation for students with special education needs.

Nexus Academy will encourage and support both graduation and post-secondary education with all of its students, including students with special education needs. Necessary accommodations will be in place for End of Course Assessments and college/career-ready testing, along with appropriate modifications to the high school curriculum, but the overall message to students will be that of equally high expectations for all.

- e. How the school will provide qualified staffing for students with special education needs.

Nexus Academy will have a Special Education Coordinator and one or more teachers who are dual-certified in their subject area and special education.

- f. Provide examples from your existing network of schools of how you have adjusted the course scope and sequence, daily schedule, staffing plans, and/or support resources to meet the diverse needs of students at your existing schools.

As a school engineered from the ground up to provide a personalized learning experience for every student, Nexus Academy will tailor its curriculum, schedule, educator-student interactions and support resources to meet the needs of every student. Across the Connections network, teachers daily modify courses and schedule LiveLesson web conferences specifically to accommodate students with special needs, and Nexus Academy anticipates doing the same for its students.

3. Explain how the school will meet the needs of English Language Learner (ELL) students, including:

- a. How the school will identify ELL students.

To identify ELL students, as part of the enrollment and/or transfer process, Nexus Academy staff will inquire about language spoken at home and will observe the student's fluency in English to begin the process of identifying students with possible English Language Learning needs. Following enrollment, students will then be offered a diagnostic assessment, which will determine the types of assistance, if any, a student needs for English language acquisition.

- b. The specific instructional programs, practices and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students.

Nexus Academy will provide English Language Learners with a focused English language acquisition program. They will work directly with a certified ELL teacher who provides individualized attention and a technology-facilitated curriculum. The program is designed to assist the student to attain English language proficiency. While the curriculum is

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English-intensive, the blended instructional approach allows the student to use both English and the student's native language in order for the student to understand and learn the English language and content area curriculum. Throughout their involvement with ELL services, such students will be fully integrated into the life of the school, including Team activities and project-based learning.

- c. How the school will assess and monitor the progress and success of ELL students, including exiting students from ELL services.

The progress of ELL students will be tracked closely through Connexus, and students will be exited from ELL services as soon as possible.

- d. How the school will provide qualified staffing for ELL students.

For English Language Learners, Nexus Academy will leverage one or more teachers or paraprofessionals with expertise and certifications to serve such students.

4. Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies and supports you will provide for these students.

The Nexus Academy curriculum and its embedded assessment data provide early warning and actionable remediation focus for students who are struggling. The curriculum-embedded assessments include measurement of grade-level skills. Nexus Academy will use the Connections **SSTAIR** approach to ensure mastery of these core learning objectives. SSTAIR targets essential Skills/Standards by subject/grade level, uses specified Assessments within the curriculum to measure student mastery of these skills and standards, provides tiered Interventions for non-mastered skills and standards, and then tracks students' Response to the implemented interventions by skill/standard. The SSTAIR initiative aims to more deeply link curriculum, standards and assessments for interventions that have a direct impact on student mastery of anchor objectives and resulting standardized test performance.

5. Explain how the school will identify and meet the needs of intellectually gifted students, including:

- a. The specific evidence-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.

Nexus Academy provides a full complement of Honors courses in the core subject areas, 20 Advanced Placement courses, and hundreds of challenging electives to meet the needs of all students, including those who are intellectually gifted. In addition, Nexus Academy will make it a priority to develop dual-enrollment and college-level courses accessible to its entire student body. The school counselor will work with students upon entry to the school and throughout their school career to ensure that students are taking a course load that challenges and engages them.

- b. How the school will provide qualified staffing for intellectually gifted students.

The core face-to-face staff will be fully prepared to provide honors versions of their Math and English courses, and may also teach some AP courses. All other AP and special courses

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will be taught by expert, certified online teachers.

- c. How the school will assess and monitor the progress and success of intellectually gifted students. The progress of intellectually gifted students will be tracked closely through Connexus, and students will be provided multiple opportunities for enrichment and acceleration.

## Student Recruitment and Enrollment

1. Explain the plan for student recruitment and marketing that will provide equal access to any family interested in the new school.

<b>PROPOSED Expedited Student Recruitment/Enrollment for 2012-13 School Year</b>	
<b>DATE</b>	<b>ACTIVITY</b>
April-May 2012	Initial outreach begins (see tactics below) to maximize collection of Registrations/Intents to Enroll (with clear communication of contingencies)
Late May 2012	Charter approval
June 8, 2012	Proposed Registration deadline to determine need for Lottery (if number of Registrations does not exceed 200, no lottery necessary, move directly into enrollment process)
By June 15, 2012	Lottery – if necessary
June-July 2012	Enrollment process – including information sessions and on-site enrollment assistance events
August 10, 2012	Majority of student enrollments complete for 2012-13 school year (enrollment process continues)
August 20, 2012	Proposed first day of school

Nexus Academy’s plan for student recruitment will fulfill three goals: assembling a student body of no more than 250 (200 in Year 1) that reflects the full diversity of Indianapolis, ensuring that families have the facts and understandings they need to make informed choices, and providing equal access to any family interested in the school. To meet these goals, Nexus Academy will use an appropriate mix of the following marketing tactics:

- Online and Social Media Marketing – search engine marketing (paid search “pay-per-click” advertising, online display advertising, and search engine optimization); permission-based e-mail marketing; website development and maintenance; blogging; and social networks, such as Facebook, Twitter, Yahoo! Groups, and YouTube
- Direct Marketing – conduct e-mail and mail campaigns, sending program promotional materials to students and families (includes cost-effective direct mailings to leads generated by events, online marketing, and mailing lists)
- Website Support (content development)
- Traditional Advertising if needed (billboard, radio, TV)

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- Information Sessions – host local information sessions online and in person in which parents and families can talk with a specialist face-to-face and ask questions, see first-hand how the program works, and view videos, textbooks, and other promotional materials
- Grassroots Outreach – includes face-to-face information sessions using on-site experts; parent-to-parent meetings; word-of-mouth at community happenings such as music, drama, and dance events
- Public Relations – press releases designed to raise awareness of the program through media coverage (radio, online, and print news)
- Research and Analysis – includes response and financial analysis of marketing activities, customer relationship management, and quantitative and qualitative market research (e.g., satisfaction surveys, focus groups, and awareness studies)
- Promotional Give-away Items (e.g., water bottles, T-shirts, student planners, etc.)
- Enrollment Services – assistance provided via telephone, online and in-person to help families complete online enrollment forms

For Year 1, these activities will begin in April 2012 in order to have a pool of interested students ready to begin the enrollment process immediately upon charter approval. Parents and students will be informed that actual enrollment will be contingent upon approval of the charter.

For Years 2 and beyond, Nexus will begin outreach and information sessions for each school year in the previous fall, casting a wide net to ensure that students from every Indianapolis area community are informed about the school.

Nexus Academy intends to use the Connections online enrollment system and process, as tailored Indiana requirements. This online enrollment process has been successfully customized and deployed for charter schools in more than 20 states, and ensures both ease of use for families and compliance for the school. (Note: Parents without easy access to the Internet or who otherwise need assistance will receive face-to-face help at information sessions and at the school.) The enrollment process consists of multiple stages: Expression of Interest/Intent to Enroll, Registration, Lottery (if necessary – see below), Enrollment Application, Pre-Approved, and Approved. The Nexus Academy Governing Board may fine-tune these procedures and adopt revised enrollment policies prior to beginning enrollment in any given year. Nexus Academy will ensure that its enrollment process is clear and well-understood by families. The graphic below shows the enrollment process stages in sequence. Sample enrollment instructions to parents are shown in Attachment 14.



2. Provide, as **Attachment 14**, the school's Enrollment Policy, which should include the following:
  - a. Any admission requirements, including an explanation of the purpose of any pre-admission activities

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for students or parents.

See Attachment 14 for description of enrollment process, which parents and students can access online or at the school site. Nexus Academy will strongly encourage interested families to attend an in-person or online information session, but there are no required pre-admission activities other than completion of the enrollment process.

- b. Tentative dates for the application period, including enrollment deadlines and procedures, and an explanation of how the school will receive and process Intent to Enroll forms.

See Attachment 14 for application period dates, which will be expedited and expanded for Year 1. While clearly communicating that enrollment in the school will be contingent upon approval of the charter, Nexus Academy intends to begin gathering Intent to Enroll/Registrations in April 2012, with a Registration deadline of approximately June 8 for determination of need for a lottery (see below).

- c. Tentative lottery dates and procedures.

Please see Attachment 14. The Nexus Academy Governing Board will set a Registration deadline and will communicate this to students and parents, along with the limit on the number of students the school can accommodate. For Year 1, the Registration deadline for determination of a Lottery is expected to be around June 8, with the actual lottery to be held around June 15 if needed.

- d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.  
Please see Attachment 14.

## Student Discipline

- 1. Describe the philosophy of student discipline that supports your school model, including procedures to ensure the integrity and authenticity of student work product and assessment scores.

Nexus Academy will establish an atmosphere of high expectations, self-direction, and mutual support among students. Students earn increasing autonomy and flexibility through their academic efforts, including the privilege of working outside the school setting. These norms and expectations will be reinforced by all staff, by the physical setting, and by the school's policies and routines.

In its first year, Nexus Academy may task its founding students with creating their ideal school culture as a group project – and then ask them to take responsibility for enforcing that culture.

Please see the Draft Code of Conduct in Attachment 15. As a highly personalized, high-expectations small school, Nexus Academy anticipates being able to effectively manage student discipline issues. In addition, the online curriculum will allow the school to minimize academic interruptions caused by suspensions and expulsions; students will be expected to work regardless of their disciplinary status.

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2. Provide as **Attachment 15** the school's discipline policy, which should include a summary of the following:
  - a. Practices the school will use to promote good discipline in the school, including both penalties for infractions and incentives for positive behavior  
Please see Attachment 15.
  - b. A preliminary list of the offenses for which students in the school must (where non-discretionary) and may (where discretionary) be suspended or expelled, respectively  
Please see Attachment 15.
  - c. An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings  
Please see Attachment 15.
  - d. A description of the appeal process that the school will employ for students facing expulsion.  
Please see Attachment 15.
  - e. How parents will be informed of the school's discipline policy.  
Please see Attachment 15.

### Parents & Community

1. How have you determined that the proposed school will have sufficient demand to meet enrollment projections?

The Nexus Academy blended learning model is the outgrowth of passionate interest on the part of parents, educators and community members in Indiana and nationally in how best to combine online and face-to-face learning for the benefit of today's technology-savvy students. In Indianapolis specifically, more than 1,000 families have expressed unsolicited interest in a technology-focused alternative to the traditional public schools.

2. Describe how you will engage parents in the life of the school, starting from the time that the school is approved. How will the school build family-school partnerships to strengthen support for learning and encourage parental involvement? Describe any commitments or volunteer activities the school will seek or offer to parents.

Parent involvement is a centerpiece of the Nexus Academy blended learning concept.

All parents/guardians will have the opportunity to be intimately familiar with their students' progress on a day-to-day basis at Nexus Academy: The Connexus system ensures that all parents have access to complete data about their children's learning, and the human infrastructure of the school is specifically designed to support the role of parents.

The opportunity for meaningful, intensive involvement in their students' education is part of what draws families to schools like Nexus Academy, and research among participating families in Connections-affiliated schools nationally indicates a high level of satisfaction in this regard. On the most recent Parent Satisfaction Survey, more than 93% of families rated their school program A or B, and 96% would recommend it to a friend or relative.

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In addition, Nexus Academy intends to develop its own technology-facilitated “21st Century Parents” group that focuses on the skills and supports students need for success at Nexus Academy and beyond. This parents’ group will meet regularly via web conference and in person for parent training, discussion, and guidance to the school. The group can also facilitate access to the Nexus Academy facility for parent technology use outside of school hours, if families express this need.

The Governing Board also provides a venue for parent involvement. It is anticipated that at least one Board member will be a parent of a Nexus Academy student. The Board may create ad hoc parent advisory groups to provide guidance on particular subjects such as community partnerships and neighborhood outreach. Parents who are not Board members are also encouraged to be involved with Board activities; contact and other information about the Board will be available through the school website and the public website. The school will make all Board minutes available to families on request and will report on Board activities in the school newsletter. A complete explanation of the Board’s due process framework will be included in the School Handbook provided to every family upon enrollment.

Finally, Nexus Academy parents will be surveyed annually about their satisfaction with the school and its program, and the results of this annual survey will be presented to all stakeholders.

3. What community resources will be available to students and parents? Describe any fee-based or in-kind commitments from community organizations or individuals that would enrich student learning opportunities.

Nexus Academy intends to develop partnerships with local businesses and other organizations – such as sports franchises and sports-related business – for internship and mentorships for students. In addition, the school will place a high priority on early college/dual enrollment partnerships with higher education institutions.

4. Provide, as **Attachment 16**, evidence of demand from the community and support from community partners, which may include letters of intent and/or memoranda of understanding, and should specify the resources to be committed or contributed from the partner, as applicable.  
See Attachment 16.

### Performance Management

Nexus Academy enthusiastically embraces the ICSB Accountability System, and looks forward to working with ICSB staff to fine tune the school’s specific goals and measures. Understanding that state standardized tests for high school are currently limited to End of Course Assessments (ECA) in Algebra I, Biology, and English 10, and that the State of Indiana’s growth model is still a work in progress, Nexus Academy proposes the following measures:

- **Absolute:** Each year, at least 75% of students who have been enrolled in Nexus Academy for a minimum of 162 days will demonstrate college/career readiness based on the appropriate combination of the College Board’s College Readiness Pathway suite (PSAT and SAT), the ACT Educational Planning and Assessment System (PLAN and

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ACT), the Advanced Placement (AP) exam, dual-credit accumulation and industry certifications.

- **Comparative:** Each year, the percentage of students passing the Algebra I, Biology, and English 10 End of Course Assessments will exceed the passing percentage of students from comparable schools (as defined by socioeconomic status).
- **Growth:** Each year, at least 75% of Nexus Academy students will demonstrate a year's worth of academic growth based on the school's selected pre- and post-test program (e.g., Scantron Performance Series) and/or the State of Indiana's emerging growth model for high school, with a particular emphasis on improvement for students in the previous year's bottom quartile.
- **Graduation Rate:** Nexus Academy's graduation rate will exceed the Indianapolis Public School rate and will meet or exceed the overall state rate by Year 5 of the school's operation.

To assist the ICSB in its evaluation of the education plan described in this application, please address the following questions.

1. In addition to mandatory state assessment and testing requirements (ISTEP+, IREAD-3, IMAST, ISTAR, and ECA, as applicable), identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (e.g., DIBELS, Acuity, TABE).

Nexus Academy will use assessment to personalize a path to success for every student, and ensure that the path stays true. Assessment efforts begin with a thorough placement process and progress assessment, offered online and offline, which help to customize the student's academic program and formulate the Personalized Learning Plan, and continue with ongoing assessments to measure student progress on the curriculum.

In addition, Nexus Academy expects to use a commercially available assessment such as the Scantron Performance Series to gauge students' annual growth and help drive progress toward college and career readiness. This standardized assessment will be administered as a pre-and post-test for tracking academic growth. College and career readiness will be gauged by measures such as the ACT, SAT and PSAT, the ACT PLAN assessment, Advanced Placement tests, dual enrollment, and industry certifications.



2. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.



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The Nexus Academy Connexus education management system gathers very granular data on every student's performance every day. During each phase of their curriculum mastery, students will engage in many different types of evaluations, both formal and informal. Formal assessments include quizzes, unit tests, skills checks, portfolio items and graded discussions. Informal assessments include the variety of methods teachers use to gather ongoing feedback about student progress, such as WebMail, LiveLesson sessions, phone conversations, and review of student work samples.

Data from all of the assessments will be collected in Connexus and used by the Nexus Academy staff to continually adjust curriculum and instruction for each student. The assessment approach allows teachers to easily assign supplementary or enrichment assignments, change pacing or sequencing of lessons, conduct LiveLesson® tutorial sessions, or otherwise personalize the program.

3. Describe the information system the school will use to manage student performance data. Identify the staff member(s) who will be responsible for warehousing the data, interpreting the data for classroom teachers, and leading or coordinating professional development to improve student achievement.

Connexus is the information system that Nexus Academy will use to gather, warehouse, interpret, and use student performance data. Every Nexus Academy staff member will be responsible for using Connexus to understand and maximize student performance.

4. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

Connections will provide the Nexus Academy staff with ongoing training and support to ensure that every member of the team is "data-driven," enthusiastically using the Connexus tools and capabilities to analyze, communicate, and utilize data effectively in his or her job function to improve student learning. Teachers and administrators in particular will have "data coaches" from the Connections team who will work with them one-on-one to integrate data use into their daily practice.

5. Describe the corrective actions the organization will take if the school falls short of student academic achievement expectations or goals as established by the ICSB and the Indiana Department of Education. Explain what would trigger such corrective actions and who would be responsible for implementing them.

Given its commitment to everyday scrutiny of performance data using its Connexus system, Nexus Academy expects to be able to identify and correct lags in student academic performance before these result in failure to meet ICSB and IDOE performance standards. Should the school fall short of its agreed-to goals, the Principal with support from Connections will develop a specific and targeted school improvement plan with interim metrics agreed to by ICSB. Failure to show improvement could result in change of school leadership, termination of the ESP contract, or both.

## SECTION III: IMPLEMENTATION PLAN

### Human Capital

#### Network-wide Staffing

Complete the following table indicating your projected staffing needs for the entire network over the next five years. Include full-time staff and contract support that serves the network 50% or more. Please adjust school types, and staff functions and titles as needed to reflect your network's organizational plans.

Please see data below for network staffing for and in Indiana.

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools					
Number of middle schools					
Number of high schools	1	1	2	2	3
<b>Total schools</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>3</b>
Student enrollment	200	250	450	500	700
<b>Management Organization Positions</b>					
Manager of Midwest Blended Schools	1	1	1	1	1
Accountant for Midwest Blended Schools	1	1	1	1	1
Blended School Curriculum Specialist	1	1	1	1	1
Blended School Board Relations Specialist	1	1	1	1	1
<b>Total back-office FTEs</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>High School Staff</b>					
Principals	1	1	1	1	1
Classroom Teachers (Core Subjects) (Math and English)	2	2	4	4	6
Classroom Teachers (Specials) (PE only; others online, not employed by school)	1	1	2	2	3
Student Support Position 1 [e.g., Social Worker] – Guidance Counselor	1	1	1	1	1

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Student Support Position 1 [e.g., Social Worker] – Special Education Coordinator	1	1	1	1	1
Teacher Aides and Assistants	3	3	6	6	9
School Operations Support Staff – Executive Assistant	1	1	2	2	3
<b>Total FTEs at high schools</b>					
<b>Total Network FTEs</b>	10	10	17	17	24

### School Leadership & Staff Hiring, Management and Evaluation

1. If the organization is applying for more than one charter, explain your process and timeline for developing or identifying leaders across each of your Indiana schools. How does this process align with the 5-Year Growth projections described in the business plan? Who will lead this process? How much will it cost?

Nexus Academy intends to share its Principal, Guidance Counselor and Special Education Coordinator across the three Indianapolis sites. Recruitment and screening of Principal candidates will be an EMO responsibility, with final selection conducted by the Governing Board, which will also participate in semi-annual reviews and partner with the EMO to replace an under-performing Principal.

2. Describe your strategy and timeline for recruiting and hiring teachers across the network. Explain key selection criteria and any special considerations relevant to your school design. What key partnerships will support staff hiring? Identify known sources from which you will recruit teachers.

Each school will require only three (3) face-to-face teachers (English, Math, and PE) who will be recruited using local online and in-person sources. As the EMO, Connections has deep experience and a long waiting list of teachers interested in working in online/blended settings. Key criteria for teachers include subject area expertise, facility with technology, and high comfort level for working with students individually and in small groups. Prospective teachers take a technology assessment as well as completing a screening interview before a smaller pool is presented to the Principal for in-person interviews. (Note that licensed online teachers who will teach science, social studies, and all electives will not be employed directly by the school.)

3. Most charter applicants propose to use vigorous recruitment, professional development, and management practices to ensure that all of the school's teachers are high-performing. In reality, only a fraction of teachers in most schools actually achieve outstanding outcomes with students. In light of that near-inevitable outcome, how will the network ensure that every student at each school has access to excellent teaching? Will the staffing model incorporate innovative technologies or instructional techniques toward that end? If yes, how?

The combination of a small teaching staff, online curriculum/platform, and pervasive use of data will allow Nexus Academy to hire for quality support through ongoing professional development, and apply true performance-based management for all staff.

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4. Explain how – and how frequently – the school/network will evaluate the performance of the school leader and teachers. What key elements will drive evaluations, and who will conduct them?

All Nexus Academy employees will have specific, measurable goals relating to student performance and instructional practice, set in consultation with the Governing Board and the Connections Chief Education Officer. The Nexus Academy Governing Board will evaluate the Principal, while the Principal will evaluate the teachers. Evaluations typically will occur twice during the academic year and will involve extensive use of student performance data captured by Connexus as well as face-to-face observation of educator practice. All staff are trained on the policies and procedures in the employee handbook including those for resolving conflicts and addressing workplace issues, with the Connections human resources staff providing support and guidance to the school.

5. Explain how the school/network would handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover. How will the school/network identify and address development needs or concerns?

As the employer of staff on behalf of the Governing Board, the EMO will monitor student performance and other data carefully to provide “early warning” on any underperforming staff, and will not wait for the formal semi-annual reviews to place individuals on an improvement plan or termination. In the case of an underperforming Principal, the Governing Board and EMO must agree before the Principal is terminated and replaced.

6. Provide an overview of the organization’s compensation system (including benefits) and how this aligns with the performance evaluation process. For legislative requirements regarding employee benefits, see for example the following: IC § 20-24-6-7.

As shown in the Budget and Staffing Workbook in Attachment 19, Nexus Academy will provide compensation that is in keeping with the Indianapolis market, with salary increases based on merit. In addition, all Nexus Academy employees may be eligible for a bonus determined by the Governing Board (expected to be 5-10%) if they and their school achieve specified goals.

### Professional Development

Describe the professional development that will be offered to school leadership and teaching staff. This description should explain how professional development for the faculty will support the education program and build capacity to improve student achievement, and should include the following:

1. Describe how school leaders will be supported and developed throughout the year.

For an innovative school like Nexus Academy, professional development that focuses on fulfilling the school’s curriculum and instructional goals is mission critical. It is vitally important to students’ academic performance that the staff be optimally effective in teaching in a

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blended environment and addressing the Common Core and Indiana Academic Standards in their daily instructional practice.

**Essential Skills and Knowledge:** The Nexus Academy comprehensive teacher training and professional development program will address the following as a baseline:

- Pedagogy, strategies, and best practices for teaching in a blended learning environment
- A working knowledge of the Nexus Academy curriculum and enhancements as well as state and district graduation requirements
- How to utilize and navigate the tools of the Connexus education management system
- How to develop Personalized Learning Plans
- Forms of assessment and how to utilize results to guide instruction
- Knowledge of school processes and policies
- Collaborating on continuous improvement of curriculum
- Using project-based technology tools in the classroom
- How to foster a blended school community

**Professional Development Activities:** Before school begins and throughout the year, Nexus Academy teachers will participate in the following professional development activities designed to hone their understanding of the curriculum and accountability measures:

- *Initial Teacher Orientation Course:* All teachers will complete a self-guided teacher-training course developed specifically for Nexus Academy by Connections. This course is delivered through Connexus, and contains actual lessons, assessments, and links to online tutorials. The focus of this course is to prepare teachers for the first few weeks of school, and it covers “the basics” including curriculum, assessment, personalizing instruction, school year events, grading and report cards, communication, and essential Connexus tools. Upon successful completion of this course and assessments, teachers are ready to begin instruction. Teachers are expected to earn a grade of 90% or better.
- *Nexus Academy Interactive Program Manual:* With the school staff, Connections will develop a Nexus Academy Program Manual as a resource for teachers and school-based personnel to use all year. It will contain policies, procedures and “how to” components that aid the teachers on a day-to-day basis. These “how to” components also have accompanying online tutorial segments that visually demonstrate each process.
- *Pre-Service Face-to-Face Training:* Before school begins each year, Nexus Academy staff will engage in up to two weeks of face-to-face training and orientation. Programming will be provided by Connections as well as local resources wherever possible.

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- *Supplemental Teacher Training Course Segments:* Once the school is up and running, the Connections Professional Development team will work with Nexus Academy to present more segments of the training course to teachers on an ongoing basis. These segments contain information about more complex features and functions of Connexus, instructional strategies, new assessments and curriculum elements, and processes that teachers need to implement once the school is successfully under way. There will also be a differentiated course designed specifically for returning staff members that targets new concepts, advanced applications, and serves as a refresher on basic skills.
  - *Nexus Academy Professional Development Sessions:* With support from Connections, Nexus Academy will provide teachers with ongoing professional development activities throughout the year. Presenters with various backgrounds and areas of content expertise conduct live tutorial sessions on a rotating basis throughout the school year. Teachers are required to virtually attend monthly sessions throughout the year including such topics as: implementing specific instructional strategies, current curriculum-specific topics and trends, effective teaching strategies and communication skills for a virtual environment, utilizing the state standards to guide instruction, educational technology, using data to guide instruction, educational trends, and so on. These sessions will result in PD certificates needed for certification upkeep.
  - *Graduate Level Courses:* Nexus Academy teachers will be encouraged and supported in pursuing professional development opportunities, including those offered via Boise State University (already developed in partnership with Connections) and other higher education institutions.
  - *Professional Learning Community:* Each Nexus Academy teacher will have access to a robust online Professional Learning Community portal in Connexus, which lists multiple professional development opportunities from Connections and elsewhere as well as message boards, recorded LiveLesson sessions, shared resources, and more. Teachers describe this area as “a community created and dedicated to shared values and vision, working and learning collaboratively, shared decision making, collective creativity, and supportive and shared leadership. As a collegial group, we are united in our commitment to student learning through collaboration in our community.”
  - *Weekly Teacher Updates:* The Connections School Support Staff compiles and sends out to all teachers in all partner schools a weekly electronic newsletter that highlights improvements to the curriculum and Connexus, new procedures, shared tips, and community-building activities.
2. Provide a schedule and explanation of professional development that will take place prior to school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.

Please see above.

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3. Include the expected number of days/hours for professional development throughout the school year and explain how the school's calendar, weekly schedule, and staffing plan will be structured to accommodate this plan. Explain how professional development will be aligned with the interim assessment process and adjusted during the year to address areas of need that are identified.

Complete answer to come here.

4. Explain how the professional development program will be evaluated – at both the school and network levels – to assess its effectiveness and success.

Nexus Academy teachers will be surveyed regularly regarding their satisfaction with professional development experiences to help guide continuous improvement in this area. In addition, specific teacher accountability metrics help school administrators quantify impact of professional development activities and areas in need of additional work. The Connections curriculum, instruction, and school support areas also conduct ongoing evaluations of professional development activities.

### Start-Up and Operations

- **Start-Up Plan.** Provide, as **Attachment 17**, a detailed start-up plan for the period leading up to the first day of student attendance for the first proposed school described in the application (or schools, if the organization intends to open more than one school in Year 1). **NOTE: Limit attachment to five (5) pages.**
  - a. The Start-Up Plan must indicate the targeted first day (month, day, year) of student attendance, as well as the school's first day of operation per IC § 20-24-3-4.

Please see Attachment 17. The targeted first official day of school operation is intended to be May 22, 2012, while the first day of student attendance is proposed to be August 20, 2012.
  - b. The Start-Up Plan must specify planning tasks by month, and responsible individuals.

Please see Attachment 17.
  - c. Additional Requirements for Applicants Planning to Open in Fall 2012: The Start-Up Plan must include a detailed, weekly start-up plan for the months of June-August 2012. In addition, the Plan must describe how the school will fund start-up activities in these months. Finally, the Plan must include a compelling argument that the school will be ready to successfully serve students and comply with all ICSB policies by the first day of student attendance.

Please see Attachment 17 for detailed weekly plan for June-August 2012 including funding plan.

# Nexus Academy of Indianapolis

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- **Start-Up Staffing and Costs.** Complete the Start-Up (Year 0) Budget and Staffing worksheets in the Budget and Staffing Workbook (be sure to complete all pages in the Budget and Staffing Workbook, and provide as Attachment 19).

Please see Attachment 19 for start-up staffing and costs.

- **Transportation.** If the school will provide transportation, describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events. Describe how the school will comply with the federal McKinney-Vento Homeless Assistance Act, 42 USC 11431, for homeless students, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if and as applicable.

Nexus Academy does not expect to provide daily transportation for students. The school facility will be carefully selected to be accessible via public transportation from all areas of the Indianapolis metro region. The Governing Board may decide to subsidize bus passes for low-income students but will also raise funds to do so.

For field trips and other special school activities, Nexus Academy will arrange for appropriately licensed and bonded transportation on an ad hoc basis.

Nexus Academy will arrange appropriately licensed and bonded transportation for students with disabilities if required by their IEPs or for homeless students as required under McKinney-Vento, and will use appropriately dedicated funds for this purpose.

- **Safety and Security.** Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.

The Nexus Academy floor plan is designed for maximum visibility throughout the entire space by the adult staff. Entry to the school will be controlled by key cards and buzzers, and cameras will be installed to monitor the immediate outside space.

- **Technology Specifications and Requirements** (for Blended Learning and Virtual Operators only).
  - a. Describe all technological equipment and services that the charter school will provide, including hardware, software, connectivity, and media storage devices, and property controls and equipment tagging that will be in place. Specify any equipment or technological support that students and families will be responsible for purchasing or obtaining.

Nexus Academy will provide each student with a netbook, tablet, or other mobile computing device (equipped with a headset and microphone) to use throughout the day for accessing all curriculum; at the Governing Board's discretion, students may take these computing devices home with them as well. The curriculum and online teaching

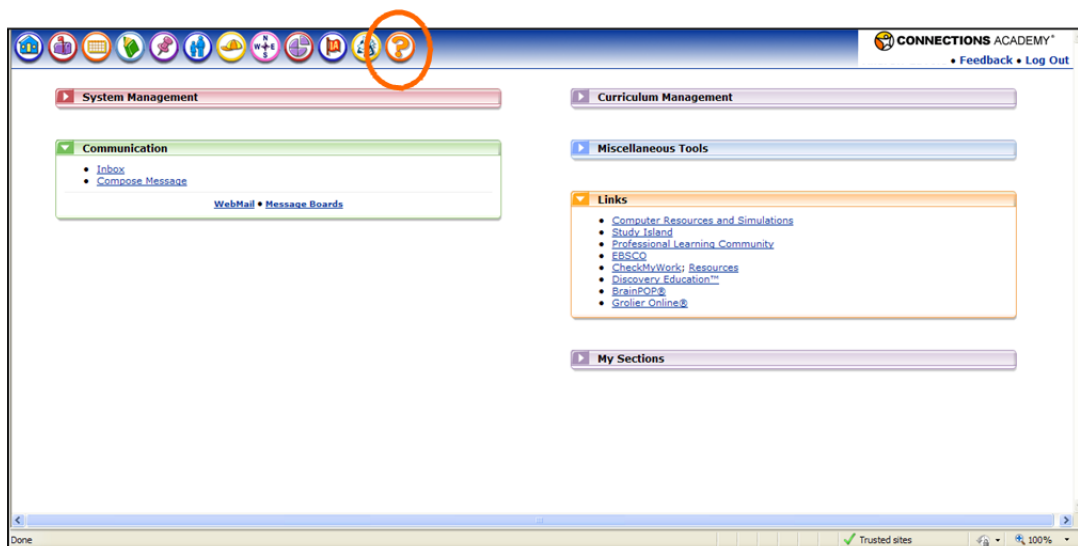


## Nexus Academy of Indianapolis

resources are accessible via the Connexus education management system, which also regulates access to student work and data through permissions. In addition to the student computers, the school will provide teacher workstations, large display screens throughout the school space for presentations and displays. All equipment is anticipated to be leased and supported through Connections and managed via the AssetAware system that is part of Connexus. Students may also access the curriculum through any other Internet-connected device at home or in the community. Furthermore, the school expects to integrate student smartphones and other personal technology into the school day as part of a “bring your own device” approach.

- b. Describe the scope of technical support that will be provided, including where support staff will be located, and the hours (including weekends and holidays) and manner in which the support will be accessible to students and school employees.

Connections will provide all Nexus Academy students, staff, and families with access to extensive technical support and a wide range of other support services both through online help (always available in Connexus) and live help via Connections Support Services. Online help is accessible anywhere in Connexus through a click on the question mark icon (circled in red in the following figure), and provides a very robust array of answers and guidance.



Nexus Academy users can also contact Connections Support Services, based within Connections’ headquarters in Baltimore, in the following ways:

- Calling 1-800-382-6010 and then selecting the appropriate menu selection for Support Services
- E-mailing [support@connectionsacademy.com](mailto:support@connectionsacademy.com)
- Using the WebMail message feature in the Connexus platform and sending a message to “Support Services”

## Nexus Academy of Indianapolis

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The Support Services Team is available during the school's calendar year from 9:00 a.m. to 6:00 p.m. EST. Voicemail messages can be left for Support Services at any time.

- c. Describe the charter school's data retention, security, and confidentiality procedures.

Nexus Academy will comply with all FERPA procedures regarding confidentiality of student records, and will follow Connections' demonstrated best practices in protecting and securing student data. The Connexus system has multiple mechanisms in place to prevent intrusion and data loss that have proven effective for the hundreds of thousands of student records processed by Connections and its schools over the past decade.

- d. Describe procedures to deliver instruction when equipment, software, or connectivity at any location is lost or impaired. Specify who will pay for Internet connectivity and address minimum bandwidth and a course of action for areas of the state that do not have the minimum bandwidth (if applicable).

Connections will provide complete repair and replacement support for the leased technology equipment it provides to Nexus Academy. Robust Internet connectivity is built into the school's budget, and Connections will work with school staff to develop grant or partnership arrangements to ensure that students also have Internet connectivity at home.

- e. Describe data protection and recovery procedures in event of catastrophic system failure (include offsite back-up).

Connections has in place a complete data protection system including a biometrically protecting Network Operations Center with multiple failover and backup systems. A complete technical description of the system will be provided to ICSB upon request.

- **Insurance Coverage.** Charter schools authorized by the Indiana Charter School Board will be required to indemnify the Indiana Charter School Board, the Indiana Department of Education, any related entities, and their respective members, officers, employees, officials and agents. In addition, charter schools must obtain liability insurance coverage naming the Indiana Charter School Board and the Indiana Department of Education as Additional Insured on a primary basis. The applicant should provide, as **Attachment 18**, an estimate from an insurance agent/broker for the insurance coverage detailed below. The insurer must be rated A-VII or better by A.M. BEST or a comparable rating service.

The Indiana Charter School Board requires the following minimum insurance coverage per school:

- Workers' Compensation Liability: Workers' compensation benefits for all employees as required by law.
- Commercial General Liability: Limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit for bodily injury, personal injury and property damage liability coverage shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion), independent contractors, separation of insureds, defense and contractual liability. Such comprehensive general liability insurance must expressly cover corporal punishment liability, sexual abuse/molestation liability (including Innocent Party Defense coverage), and medical payments of \$15,000. The Indiana Charter School Board and the Indiana Department of Education must each be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from school operations/services.
- Directors' and Officers' Liability and Legal/ Professional Liability: Liability insurance covering the

# Nexus Academy of Indianapolis

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school and its directors and officers from liability claims arising from wrongful acts, errors or omissions in regards to the conduct of their duties related to operation and management of the school with limits of not less than \$2,000,000 per claim. Coverage must include Employment Practices Liability and Sexual Harassment.

- Automobile Liability: Required when any motor vehicle (whether owned, non-owned or hired) is used in connection with school operations/services, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- Umbrella/Excess Liability: Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 to provide additional limits for underlying general and automobile liability coverages.
- Property Insurance: Property insurance for full Replacement Cost of property, whether by lease or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/ extra expense losses.
- Student Accident Coverage, including coverage for athletic participation, must be carried in a manner that provides primary coverage for students who do not have health insurance, and excess coverage for students who do have health insurance.
- Fidelity Bond: Fidelity bond coverage or equivalent Employee Dishonesty liability insurance in the amount of at least \$200,000 with a responsible surety company with respect to all of the school's employees as may be necessary to protect against losses including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money or documents.

Please see Attachment 18 for Certificate of Insurance. Note that Directors and Officers insurance will be procured separately and will be in place immediately upon award of the charter.

## Facility Plan

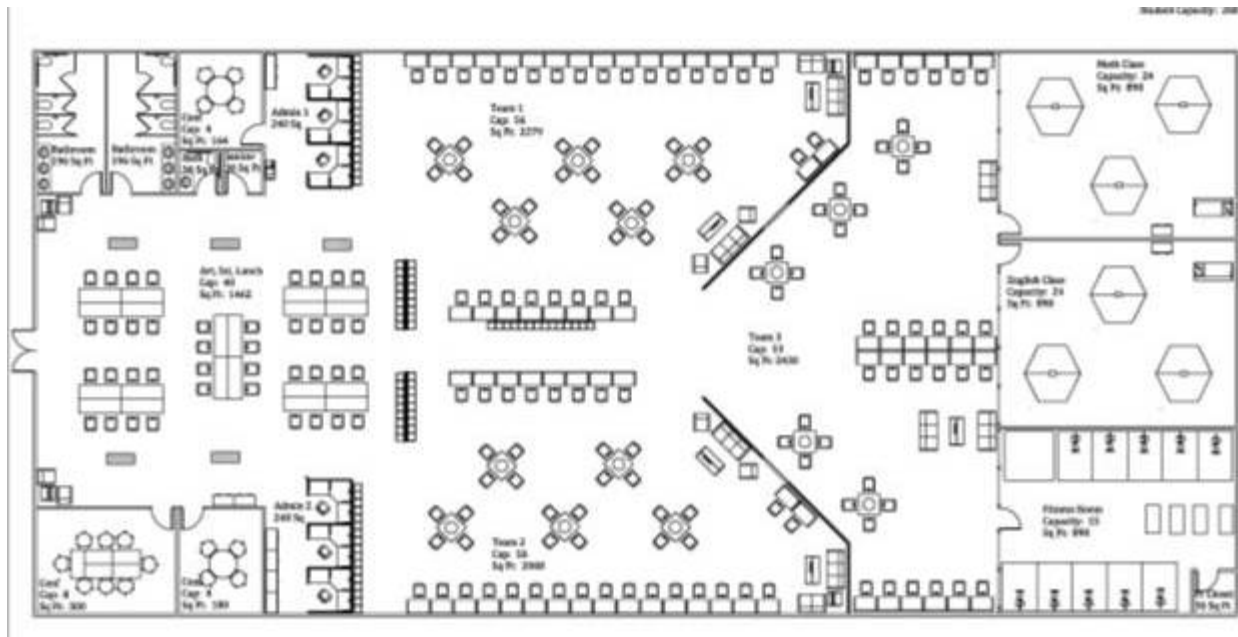
1. If you are in the process of identifying a facility, describe with as much detail as possible your plan for identifying a target location, any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. Charter school facilities must comply with state and local health and safety requirements as described in IC § 20-26-7, 20-24, and as required by the Indiana State Department of Health, Office of the State Fire Marshall, Department of Public Works, and the corresponding local agencies. In addition, charter school applicants must be prepared to follow applicable city or town planning review procedures. Describe the organization's capacity and experience in managing these strategies, including managing build-out and/or renovations.

With assistance from the Connections Facilities team, Nexus Academy has identified three (3) suitable potential facilities in downtown Indianapolis. Each would provide 11,000-13,000 square feet of open space for rapid buildout of the Nexus floorplan (see next page), with landlords prepared to conduct the renovations to suit as part of the overall lease. They are:

- Pan Am Plaza, 201 South Capitol Avenue, Indianapolis, IN 46204
- Landmark Center, 1099 North Meridian Street, Indianapolis, IN 46204
- Gold Bldg. / Market Square Ctr., 151 North Delaware Street, Indianapolis, IN 46204

# Nexus Academy of Indianapolis

The Connections team is in the RFP process with all three facilities and expects to bring a draft lease to the Nexus Academy Governing Board before the end of April for final negotiation and execution. Any upfront costs will be borne by Connections and/or the landlord.



Working with local contractors and project managers supervised by the Connections and the landlord, the Nexus Academy team is confident that the buildout and necessary inspections/certification can be completed by the first week in August, several weeks before students are to report to the space for the first day of school.

2. If you have already identified a facility, or plan to locate the new school within a facility currently owned or leased by the applicant, please indicate the street address and applicable school district. Describe the facility, including whether it is new construction, part of an existing public or private school building, or part of another type of facility. Provide a detailed list of any anticipated construction or renovation costs (these should be described in the budget narrative and reflected in the budget). If possible, provide a layout and description of the proposed facility. Include the number and size of classrooms, common areas, recreational space, any community facilities, and any residential facilities. Explain how the facility will meet the needs of any students who are physically challenged.

Not applicable.

3. If the organization is applying for more than one charter, describe your plan for identifying and financing a sufficient quantity of facilities to align with the organization's 5-Year Business Plan.

# Nexus Academy of Indianapolis

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## Budget & Finance

***IMPORTANT NOTE:** Schools chartered by the ICSB are required to adhere to Generally Accepted Accounting Principles (GAAP)/ the accrual-basis method of accounting. Schools are also required to comply with all relevant policies as required under Indiana statute by the Indiana State Board of Accounts: <http://www.in.gov/sboa/>*

*For multi-site operators or networks, the ICSB requires individual school and network-level financial budgeting, reporting and annual audits. Each Indiana school's finances must be transparent and distinct from the network level.*

1. Describe the systems and processes by which the organization will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school. What financial controls will be in place at the network and school levels to ensure long-term financial viability?

The Nexus Academy Governing Board will exercise autonomy over its budget and expenditures by ensuring best-practice fiscal controls. At the same time, the school will benefit from deficit protection provided by its EMO through service credits, which serve as an as-needed in-kind grant (not required to be repaid).

Nexus Academy will follow a financial and accounting plan that is compliant with generally accepted accounting principles (GAAP) and will provide an accurate accounting of all of its finances, will ensure sufficient information for audit purposes, and will provide data in the format needed for accurate and timely annual financial reports to district. Specific elements of the Nexus Academy financial accounting plan are as follows.

**Budgeting Process:** The development of Nexus Academy's annual budget will be an iterative process that will incorporate input from key stakeholders every step of the way. A preliminary budget based on initial assumptions will be approved by the Governing Board before the start of the school year. Once the beginning enrollment and updated per-pupil funding figures are known, a revised budget is prepared for the Board's consideration. This budget will then be compared to actual and forecasted results on a monthly basis as described under Financial Reporting/Internal below.

**Accounting System:** Nexus Academy will use an industry-standard accounting software program to ensure proper bookkeeping is maintained and that reports will be provided in the format required by district. If the Governing Board moves forward with contracting with Connections Education/Connections Learning to serve as its fiscal agent, the school will benefit from the robust accounting system (currently Great Plains) that Connections Education/Connections Learning has in place.

**Internal Financial Controls:** Nexus Academy will institute rigorous internal financial controls as follows.

- *Segregation of Duties:* Nexus Academy will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Principal, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All check requests and purchase orders over One Thousand Dollars (\$1,000) must be co-signed by the Principal and a Board member who has been approved as a signatory on the school's checking account. Payments for invoices for

## Nexus Academy of Indianapolis

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operational services contracted by the school do not need to be countersigned. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by school staff or a contracted bookkeeper. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

- *Authorization and Processing of Disbursements:* To ensure fiscal responsibility and compliance, the Governing Board will meet regularly to review the operations and financial performance of the school. The Business Manager will be required to provide supporting documentation for all expenditures. The school will not authorize any payment until it has reviewed such support. The Board will establish fiscal policies covering school expenditures. It will also designate specific check signing authority. It is anticipated that all checks over \$1,000 will require two authorized signatures.
- *Banking Arrangements/Reconciliation:* Nexus Academy will maintain its accounts at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. For all funds, the Board must appoint and approve all individuals authorized to sign checks in accordance with these policies. Bank statements from private banking institutions will be sent directly to the school's bookkeeper for reconciliation. A written report of results of the reconciliation will be provided to the Board Treasurer. A reconciliation of the school's savings and checking account, showing all transactions, will be provided to the Governing Board at every meeting.

**Financial Reporting - Internal:** Each month, Nexus Academy's contracted Business Manager will prepare for the Governing Board a set of detailed financial statements that will include a revenue and expense statement, a balance sheet, invoice detail (vendor, amount, date, purpose), any grant fund expenditures, cash receipts from all sources, and a transaction listing of all activity in the school's bank account. Additionally, the board Treasurer will receive supporting documentation for all invoices. In addition to showing the actual monthly and year-to-date results for the school, the Business Manager will prepare a monthly projection for the balance of the school year in order to provide the Governing Board with visibility to the projected financial position of the school at the end of the fiscal year. This report will be reviewed at each Governing Board meeting to ensure that the school has sufficient funds to meet all of its obligations and to stay on a sound financial footing. Any problems will be identified with sufficient time to make adjustments in the school's operations to ensure that a sufficient fund balance is always available at the end of each school year.

The Governing Board will use its sound budgeting and forecasting policy and procedures to monitor revenue and authorize expenditures according to any restrictions placed on such revenue. A detailed revenue and expense statement will be reviewed at each meeting of the Governing Board and will serve as the vehicle to authorize future expenditures, along with the adopted budget and other board policies.

This monthly reporting approach had two advantages for Nexus Academy:

- *Limits on appropriations:* By implementing the rigorous monthly reforecasting process, the

## Nexus Academy of Indianapolis

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Governing Board will be in a position to review and investigate projected expenditures against budgeted expenditures and make necessary adjustments, as appropriate. These adjustments may be an authorization to increase allowed spending, to reallocate funds from one account to another, or to direct the school to implement steps to reduce future spending.

- *Appropriations in excess of estimated revenue:* As a result of Nexus Academy's monthly reforecast activity, it is anticipated that any spending in excess of estimated revenue will be identified early and addressed in the normal course of operations (reducing planned future spending, pursuing new sources of revenue). The school will also strive to maintain a contingency fund at a level that will permit it to absorb modest operating loss in a specific year. Finally, the school will implement a policy of carefully hiring staff only as enrollment, and its corresponding revenue, permit, thus minimizing the possibility of this situation from occurring. In the unlikely event that the school is faced with making necessary expenditures in excess of estimated revenues and all other avenues to avoid this situation have been exhausted, then it will arrange for short-term funds or a loan to be made available for this purpose. All appropriate parties, including the school's authorizer, would be informed. Given the procedures outlined above, this situation is not expected to occur.

**Financial Reporting - External:** Nexus Academy will conform to all authorizer and Indiana State Department of Education reporting requirements for its charter. In addition, the school will arrange for an annual independent audit of its finances by an Indiana-licensed auditor. Within 48 hours of a request from authorizer personnel, Nexus Academy will make its financial records available for auditing purposes. Nexus Academy will also maintain its financial records in accordance for a period not less than five years.

2. Describe how you will provide an independent, annual audit of both network-level and school-level financial and administrative operations (if applicable).

**Annual Independent Audit:** Nexus Academy will be audited annually by an Indiana-licensed, independent certified public accounting firm according to the same guidelines applicable to public schools in Indiana. The Governing Board will solicit proposals from several firms before selecting one to perform audit functions.

3. Provide, as **Attachment 19**, a detailed 5-Year Pro-Forma Budget for the organization at the network level AND for each school described in the application. **Applicants must provide a network-level budget (no template is provided).** Applicants must also complete the Budget and Staffing Workbook template (all sections) for each proposed school. If the school-level budget will be approximately the same for each school described in the application, state so clearly and submit a completed Budget and Staffing Workbook for one school only. ***NOTE: There is no page limit for this attachment.***

Please see Budget and Staffing Worksheet in Attachment 19, which includes the Nexus Academy of Indianapolis budget plus buildout of two additional schools in the network, one each in Years 3 and 5.

## Nexus Academy of Indianapolis

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4. Provide, as **Attachment 20**, a detailed budget narrative that provides a high-level summary of the budget and how the budget aligns with the 5-Year business plan. **NOTE: Limit attachment to five (5) pages.** The budget narrative should clearly describe assumptions and revenue estimates, including but not limited to the basis for Per-Pupil Revenue projections, staffing levels and costs. The narrative should specifically address the degree to which the network and school budget will rely on variable income (e.g., grants, donations, fundraising). Please address the following when completing the pro-forma budget and the budget narrative:
  - a. What is the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than the estimated budget?
  - b. Explain how the school will ensure it has sufficient funds to cover all anticipated expenses, including (a) any special education costs incurred, (b) any transportation costs necessary to ensure the school will be accessible for all enrolled students, and (c) required retirement plan contributions.

Please see the Budget Narrative in Attachment 20 for a discussion of assumptions, contingencies, and plans for deficit/cash flow protection.

**IMPORTANT NOTE:** You may refer to the Per-Pupil Revenue chart posted on the ICSB website that lists the actual 2010-2011 Per-Pupil amounts for existing Indiana charter and authorizer schools to help in your planning purposes. Applicants are encouraged to contact the Indiana Department of Education's Office of School Finance at (317) 232-0840 for additional guidance about Per-Pupil Revenue for budget planning purposes. Note that all budgets should assume a July 1-June 30 fiscal year.



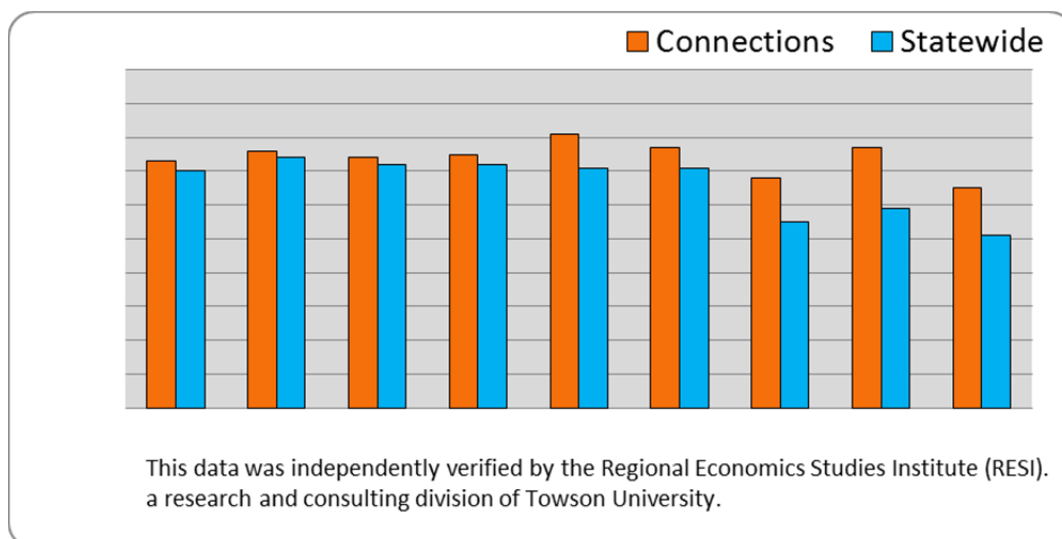
## SECTION IV: PORTFOLIO REVIEW & PERFORMANCE RECORD

The ICSB will base qualification decisions, in substantial part, on the organization's past performance. Provide the following information about all schools operated by the organization, including any ESP partner. The ICSB may request additional information from applicants at any time during the review process.

1. As **Attachment 21**, provide a summary of every school in the organization's portfolio (including any ESP partner) in an Excel workbook. Please include the following information for every school: Year opened; City/location and school contact information; Number of students and grade levels served; The following demographic and socioeconomic data: free/reduced-price lunch status, race/ethnicity, Special Education, and English Language Learner; The year in which the contract with the ESP commenced and/or ended (if applicable); State assessment results for the past five years by grade level in English/Language Arts and Mathematics; and Contact information for the authorizer.

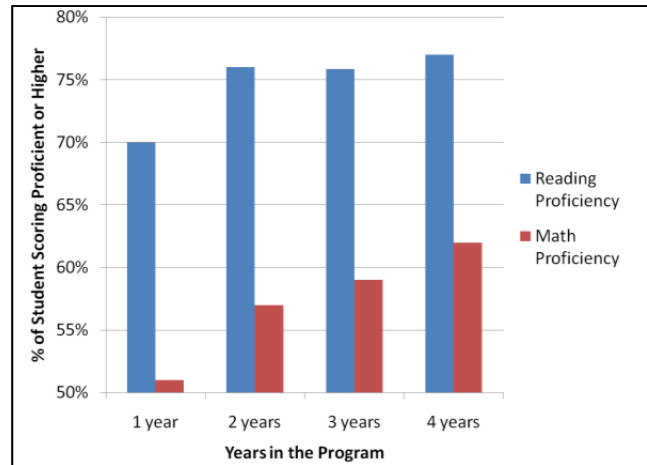
Please see Attachment 21 for the complete data about the portfolio of Connections-affiliated schools. In summary, the real test of any curriculum is academic effectiveness, which Connections has proved on multiple measures. On the Advanced Placement tests, 78% of Connections students scored 3 or higher—compared with 57% of students nationally. Connections students also regularly outpace the general student population in their states in proficiency on state standardized tests, although their demographics closely match their states'. For example, Connections students' aggregate Reading/Language Arts test scores exceeded the state aggregate in 100% of the states where a Connections school has been operating for two or more years, while Connections' aggregate science scores beat the state aggregate in 73% of these same states.

### Overall Reading Proficiency 2009-2010 Connections v. Statewide



## Nexus Academy of Indianapolis

The Connections curriculum has also been shown to produce significant gains in Reading and Math proficiency for students who have used the program for multiple years, as shown in the following figure.



2. Select one or more of the consistently high-performing schools that the organization operates and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
  - Be specific about the results on which you base your judgment that the school is high-performing. Include student achievement status, growth, absolute and comparative academic results, as available.
  - Discuss the primary causes to which you attribute the school's distinctive performance.
  - Discuss any notable challenges that the school has overcome in achieving its results.
  - Identify any ways in which the school's success has informed or affected how other schools in the network operate. Explain how the effective practice, structure or strategy was identified and how it was implemented elsewhere in the network.

Ohio Connections Academy is one of the Connections network's best-performing schools based on its service to a very diverse population as documented by Ohio's powerful growth model. The OCA Board held the line on school growth until performance caught up with expectations, and the methods that the OCA staff used to identify and intervene with students "on the bubble"- near but not quite at proficiency – has been adopted by other schools in the network.

3. Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
  - Be specific about the results on which you base your judgment that performance is unsatisfactory.
  - Include student status, growth, absolute and comparative academic results, as available.
  - Describe the primary causes to which you attribute the school's problems.
  - Explain the specific strategies that you are employing to improve performance.
  - How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

Commonwealth Connections Academy in Pennsylvania was experiencing high enrollment growth but lagging performance, particularly among high school students in core urban areas in Philadelphia and elsewhere. In 2011-12, CCA launched a blended learning center in downtown Philly; anecdotal results are promising, and the school and network together will be closely parsing test scores this spring for a more definitive read.

## Nexus Academy of Indianapolis

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4. *For any and all schools operating in the State of Indiana*, provide the following as **Attachment 22**: (a) the last three years of audited financial statements for the school; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011) for the organization and any related business entities. Be sure that the school level, ESP/CMO level, and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**  
Please see Attachment 23 for Indiana Connections Academy's available audited financials (the charter has been in effect for 1.5 full years) and the most financial statement for Connections Academy, LLC.
5. For the organization as a whole and any related business entities, provide the following as **Attachment 23**: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011). Be sure that the ESP/CMO level and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**  
Please see audited financials for Connections for the past three years, plus financial report from Pearson LLC for 2011, the year Connections merged with Pearson. Please note that the Pearson financials do not break out Connections due to timing and scale.
6. List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for "material breach."  
Not applicable – there have been no terminations.
7. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization and explain.  
There have been no charter revocations, non-renewals, or shortened/conditional renewals in the Connections network. There have also been no authorized schools that failed to open as scheduled. At Connections' discretion, one early virtual charter (Southern California Connections Academy) was returned to the authorizer after one year of operation because its enrollment area overlapped almost entirely with another Connections school; students were transferred to the second school for succeeding years with no interruption of service.
8. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years, and how such deficiencies or violations were resolved.  
Not applicable – no such performance deficiencies or compliance violations.
9. Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. Provide the following as **Attachment 24**: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation. **NOTE: Limit attachment to five (5) pages.**  
Not applicable.

# Nexus Academy of Indianapolis

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## REQUIRED PROPOSAL ATTACHMENTS

NUMBER	ATTACHMENT NAME	PAGE LIMIT	REQUIRED FORMAT
1	Founding Group Resumes	None	MS Word or PDF
2	Head of School/Principal Candidate Resume	3 pages	MS Word or PDF
3	School Administrators' Resumes	None	MS Word or PDF
4	Governance Documents – 501(c)(3) Letter of Determination, Articles of Incorporation and Bylaws	None	MS Word or PDF
5	Statement of Assurances (signed and dated)	Use required form	PDF
6	Board Member Information (completed by each Board Member of the proposed charter holder)	Use required form	PDF
7	Code of Ethics and Conflict of Interest Policies	None	MS Word or PDF
8	Education Service Provider (ESP) Documentation	None	MS Word or PDF
9	Organization's Business Plan	None	MS PowerPoint or Word, or PDF
10	Organizational Charts	5 pages	MS Word or PDF
11	Course Scope and Sequence	5 pages	MS Word or PDF
12	Academic and Exit Standards	10 pages	MS Word or PDF
13	School Calendar and Schedule	5 pages	MS Word or PDF
14	Enrollment Policy	3 pages	MS Word or PDF
15	Student Discipline Policy	3 pages	MS Word or PDF
16	Evidence of Support from Community Partners	5 pages	MS Word or PDF
17	Start-Up Plan	5 pages	MS Word or Excel, or PDF
18	Insurance Coverage	None	MS Word or PDF
19	Budget and Staffing Workbook	Use required template	MS Excel (no PDF submissions)
20	Budget Narrative	5 pages	MS Word or PDF
21	Portfolio Summary	None	MS Excel or Word, or PDF
22	Indiana School Financials	None	MS Excel or Word, or PDF
23	Operator Financials	None	MS Excel or Word, or PDF
24	Litigation Documentation	5 pages	MS Word or PDF
25	Entire Application (excluding Business Plan; also excluding items exempt from Indiana's Public Access Laws assuming prior written approval from Indiana's Public Access Counselor)		One combined PDF file (for posting to the ICSB website)

# **NEXUS ACADEMY**

## **ATTACHMENT 1**

Founding Group Resumes

# JEFF REED

5960 Carvel Ave. • Apt. A • Indianapolis, IN 46220  
Mobile: (419) 706-7879 • Office: (317) 681-0745 • jwilliamreed@gmail.com

## SUMMARY

Extensive experience working with key stakeholders in shaping public policy at the local, state, and federal levels. Strong background in public relations and governmental affairs.

## PROFESSIONAL EXPERIENCE

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**Friedman Foundation for Educational Choice**      **Indianapolis, IN**      **Feb. 2010 – Present**  
Legacy foundation of Milton and Rose Friedman established to promote universal school choice as the most effective and equitable way to improve the quality of K-12 education in America.

### *Director, State Programs and Government Relations*

- Responsible for advancing school choice in 25 states, including Indiana, Kansas, North Carolina, Oklahoma, Tennessee, and Virginia.
- Build coalitions of business leaders, state lawmakers, and nonprofits to implement school choice programs.
- Guide lawmakers and provide research materials on school choice.
- Work closely with governors' offices to link coalition efforts with state leadership.
- Represent the foundation before various constituencies throughout the country.
  - Testify before state legislatures.
  - Write op-eds; columns have appeared in such national outlets as *The Washington Times*, *The Plain Dealer*, *Las Vegas Review-Journal*, and *The Birmingham News*.
  - Appear on radio programs to discuss education policy, school choice legislation, and coalition activities.
  - Give presentations before the general public and grassroots advocates.

**American Legislative Exchange Council**      **Washington, D.C.**      **Feb. 2007 – Feb. 2010**  
ALEC is the nation's largest, individual membership association of state legislators who support the principles of free markets, individual liberty, and limited government.

### *Director, Education Task Force*

*June 2008 – Feb. 2010*

- Directed all aspects of 185-member task force, including membership recruitment and retention, programs, services, and communications.
- Assisted in development and fundraising activities, securing grants as high as \$300,000.
- Hosted events for lawmakers, recruiting national experts, business leaders, and former state and federal public officials to serve as keynote speakers.
- Wrote op-eds and press releases, produced publications, and served as education expert.
- Assisted private- and public-sector members with crafting "model legislation" and advised members on education issues.
- Managed two staff members.

### *Coordinator, Public Affairs*

*Feb. 2007 – May 2008*

- Served as chief editor for all ALEC publications and promotional materials.

*Coordinator, Public Affairs continued*

- Speechwriter for senior staff, ALEC's national chairman, corporate sponsors, and special guests at ALEC national conferences.
- Wrote press releases and op-eds, assisted with media relations, and managed Web site.
- Served as ALEC spokesperson for customer and media inquiries.

**Charles G. Koch Charitable Foundation                      Washington, D.C.                      June 2007 – June 2008**

Established by Charles G. Koch to advance social progress and well-being through the "Science of Liberty," which studies how societies can achieve long-term peace, civility, and prosperity.

*Alumnus, Associate Program*

- Received advanced studies in Market Based Management, a philosophy that promotes operational excellence in nonprofit organizations.
- Attended weekly lectures and participated in group activities focused on leadership skills.

**EDUCATION** \_\_\_\_\_**Ohio University    Athens, OH    2002 – 2006**

*Bachelor of Science in Communications, magna cum laude*

- Major: Political Communications; minor: Journalism.

**HONORS/HONORARIES** \_\_\_\_\_

- Named Ohio University's 2006 "Top Graduating Senior" in Communication and Public Advocacy.
- Recognized for Outstanding Academic Achievement, Scripps College of Communication, 2003-2006.
- Member, Golden Key International Honour Society, 2004-2006.
- Member, Alpha Lambda Delta Honor Society, 2002-2006.
- Member, Lambda Pi Eta Honor Society, 2005-2006.

**RELEVANT EXPERIENCE** \_\_\_\_\_**Susan Brooks for Congress    Indianapolis, IN    Nov. 2011 – Present**

*Education Policy Coordinator*

- Lead team of volunteers and advise candidate on education policy.
- Identify federal issues facing public education on the state and local levels and develop education policy agenda accordingly.

**Ohio University    Indianapolis, IN    Feb. 2011 – Present**

*President, Indiana Alumni Chapter*

- Promote Ohio University as an educational alternative for Indiana residents.
- Organize activities that strengthen ties among alumni residing in Indiana.

**Seana C. Murphy**  
**3916 N. Broadway**  
**Indianapolis, Indiana 46205**  
**317.457-7401**

Education

- 1991-1995 Christian Theological Seminary, Indianapolis, Indiana  
Masters of Theology: Concentration: Christian Ethics  
\*Magna Cum Laude
- 1987-1991 DePauw University, Greencastle, Indiana  
Bachelor's Arts Sociology  
\*Sociology Student of the Class
- 1983-1987 Decatur Central High School, Indianapolis, Indiana

Work Experience

- 2011-present *Assistant Vice President, Admissions and Enrollment Management, Ivy Tech:  
Operating Budget \$220,000 department*

Supervisory Responsibilities:

- Direct and manage 14 Directors of Admissions across the state
- Direct and manage 14 Designated School Officials across the state (International Student Staff)
- Coordinate management of 46 admissions staff members across the state

Fiscal Responsibilities:

- Ensure appropriate use of funds in alignment with the colleges' strategic plan
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful deployment of enrollment strategies to maintain 220,000 student level
- Ensure annual increase in number of students entering the college statewide
- Generate and maintain collaborations with Indiana four year institutions
- Work with colleges' marketing department to develop and employ successful recruiting campaigns

- 2001-2011 *State Director, Twenty-first Century Scholars Program:  
Operating Budget \$5 million*

Supervisory Responsibilities:

- Direct and manage 56 employees across the state
- Direct, manage, supervise 7 Central Office Staff
- Coordinate management of 108 program volunteers

Fiscal Responsibilities:

- Secure multi-year funding from U.S. Department of Education
- Establish operating budgets for 14 sites across the state
- Ensure compliance with federal and state regulations
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful enrollment of 13,000 students annually
- Ensure annual increase in number of students entering college



- Develop, coordinate, implement grade specific pre college activities
- Generate and maintain collaborations with Indiana colleges and universities

*1995-2001*

*Site Coordinator, Twenty-first Century Scholars Program:  
Operating Budget \$300,000*

Supervisory Responsibilities:

- Direct and manage 4 site staff members and 7 AmeriCorps members
- Coordinate management of 50 program volunteers

Fiscal Responsibilities

- Ensure compliance with federal and state regulations
- Identify and secure community funds to support programming

Programming Responsibilities

- Develop and implement programming for 12,000 families across 4 county region
- Ensure annual increase the number of students enrolling into the program

*1989-1995*

*Executive Director, Jubilee Summer Program:  
Operating Budget \$90,000*

- Develop and implement programming for 100 youth ages 4-18
- Introduce youth to cultural, recreational, social venues throughout the city
- Raise funds needed to support the program annually

# Kelly Hamilton

2126 Emerald Pines Lane ♦ Westfield, Indiana 46074 ♦ (317) 223-8350 ♦ [khamilton50@hotmail.com](mailto:khamilton50@hotmail.com)

♦ Twitter: @khamilton50 ♦ LinkedIn: <http://www.linkedin.com/in/kellyrhamilton>

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## Profile

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Experienced **product marketer** and licensed **K12 school administrator** bringing extensive knowledge of the K20 market to the eLearning industry. Direct experience managing cross-functional teams and projects and developing and managing programs proven successful for client engagement and retention.

**Competencies:** Analytical, Articulate, Detail-Oriented, Organized, Inspiring, Personable, Self-Confident; Goal-Oriented, Initiative, Self-Motivated

## Skills Summary

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- |                              |                                |                                       |
|------------------------------|--------------------------------|---------------------------------------|
| ♦ Strategic Marketing        | ♦ Customer Focused             | ♦ Professional Presentations          |
| ♦ Sales Pipeline Forecasting | ♦ Partner Relations Management | ♦ Campaign development/product launch |
| ♦ Lead generation            | ♦ Team Management              | ♦ Pricing and promotions              |
| ♦ Business Development       |                                |                                       |

## Professional Experience

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### MARKETING/COMMUNICATION

- ♦ Develop strategic marketing plans for client retention from research, market analysis, pricing, client engagement, to future business planning
- ♦ Work with Product Development, Product Management, Support, and others to plan, develop, and manage all client-facing community programs where clients impact future products, including beta programs, limited field trials, product development partnerships, bug/suggestion squads
- ♦ Acts as primary client advocate on Go-to-Market team, Product Council, and other cross-functional development teams
- ♦ Interact regularly with clients and internal stakeholders to build awareness of the programs and exceed participation goals
- ♦ Develop and maintain customer advisory board and serve as its primary facilitator
- ♦ Develop marketing and collateral materials, including content on the corporate website, product literature, white papers, sales presentations, case studies, and other sales tools for product launches

### SALES SUPPORT

- ♦ Partner with Sales leadership to develop/manage global client retention programs impacting \$250 million in contract value and impacting a sales team of over 65 reps
- ♦ Strategize key differentiators and develop programs, resources, and collateral for sales to engage with individual clients in order to retain at 93% year over year
- ♦ Participate in national and regional trade shows from developing/delivering company and customer presentations to media buying and promotional activities
- ♦ Work with sales team to maximize sales opportunities, support RFP development, and support key customers
- ♦ Develop pricing models and sales promotional activities designed to retain clients and create sales opportunities

### BUSINESS DEVELOPMENT/MANAGEMENT

- ♦ Develop partnership objectives and establish strategies and actions to grow business
  - Research and analyze market needs and approach companies with partnership proposals
  - Develop and foster relationships with partner companies' executives
  - Manage the development of partnership programs from initial creation through completion, including negotiation and contracts
- ♦ Work with Product Management to identify and develop product features necessary to support growth
- ♦ Drive resolution in product development of customer satisfaction issues

# Kelly Hamilton

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## TEAM MANAGEMENT

- ◆ Manage deliverables from across teams to deliver high quality experience for clients in community programs
- ◆ Manage cross-functional/cross-vertical team successfully delivering sales/marketing assets on budget /time
- ◆ Managed over twenty-five direct reports
  - Perform biannual evaluations, including pre- and post-observation conferences
  - Plan, develop, and deliver professional development opportunities
  - Serve as mentor and coach for building- and state-level certification programs
- ◆ Responsible for hiring and dismissal of employees

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## Employment History

BLACKBOARD, INC. – Indianapolis, IN  
**Senior Manager, Product Marketing**, July 2009 to present

CENTER FOR EDUCATION AND EVALUATION POLICY, INDIANA UNIVERSITY –  
Bloomington, IN  
**Consultant**, 2006 to 2010

ANGEL LEARNING – Indianapolis, IN  
**K12 Marketing Manager**, 2008 to 2009

ST. THEODORE GUERIN HIGH SCHOOL – Noblesville, IN  
**Assistant Principal and Director of Academic Affairs**, 2006 to 2008  
**Dean of Students**, 2005 to 2006  
**Department Chair and Teacher**, 2004 to 2006

BISHOP CHATARD HIGH SCHOOL – Indianapolis, IN  
**Teacher**, 1998 to 2004

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## Professional Affiliations, Presentations, Development, and Awards

BREBEUF PREPERATORY HIGH SCHOOL TECHNOLOGY TASK FORCE  
member, 2011-2012

SOFTWARE AND INFORMATION INDUSTRY ASSOCIATION  
**Global Strategies & Strategic Partnerships Working Group**, co-chair, 2012, and founding  
member, 2009 to present  
**Ed Tech Industry Summit**, steering committee member, 2012  
**Ed Tech Opportunities in Africa**, program moderator, Dec 2011  
**Ed Tech Business Forum**, steering committee member, 2009  
**US Department of Education and SIIA**, focus group member, “Developing a New National  
Educational Technology Plan: The Developer’s Perspective,” June, 2009  
**Ed Tech Industry Summit**, panel speaker, “Maximizing Learning for All Students: Tools and  
Environments for Differentiation,” May 2009

SUPERVISORY SKILLS TRAINING  
**Blackboard, Inc.**, February, 2010

JACOBI PERSUASIVE SPEAKING  
**Presentation Skills Training**, October, 2009

PRAGMATIC MARKETING  
**Effective Product Marketing Training**, August, 2009

ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT  
member, 2004 to present

# Kelly Hamilton

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TAEJON CHRISTIAN INTERNATIONAL SCHOOL  
**International Baccalaureate Symposium**, guest presenter, February 2008

HAMILTON COUNTY LEADERSHIP ACADEMY  
panel speaker, August 2006

## Education

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INDIANA WESLEYAN UNIVERSITY – Marion, IN  
**Principal Licensure Program**, 2004  
**Master's Degree of Education in Curriculum and Instruction**, 2003

SOUTHERN ILLINOIS UNIVERSITY – Carbondale, IL  
**Bachelor's Degree of Education**, 1997  
Major: French  
Minor: English

## References

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Available upon request

## **MICKEY (MARTHA J.) REVENAUGH**

302 Westminster Road, Brooklyn, NY 11218  
917/834-5768 (cell) • 718/284-4495 (home office)  
[mrevenaugh@connectionseducation.com](mailto:mrevenaugh@connectionseducation.com)

### **PROFESSIONAL MISSION**

**To provide dynamic education enterprise leadership through:**

- Impassioned commitment to core mission.
- Wide-ranging and nuanced communications skills.
- Knack for motivating staff and maximizing resources.
- Persuasive public and media presence.
- Belief in building partnerships in which everyone wins.

### **EXPERIENCE**

#### **Connections Education, Baltimore, MD**

*Co-Founder and Executive Vice President, August 2001-present.* Founding management team member for leading provider of online/blended public school curriculum, technology, and school management services. Connections provides a high-quality, highly effective K-12 learning experience for tens of thousands of students nationwide who seek an alternative to the traditional classroom. Direct responsibilities include development of the Nexus Academy network of blended charter schools; legislative and governmental relations; overall new business development; interaction with education leaders, policy-makers, the media and the public; overseeing grant-writing operations; and shaping the online/blended school offering to meet local imperatives. Also serve as Chairman of the Board for the International Association for K-12 Online Learning (iNACOL).

#### **Mindsurf Networks, Baltimore, MD/McLean, VA**

*Vice President, Product Planning and Research, October 2000-August 2001.* For a cutting-edge startup focused on mobile one-to-one computing for K-12 schools, provided education-focused strategy and oversaw both impact and market research. Played a major role in product definition and communication of value proposition to the market; helped identify key content partners and guide development of teacher-created content. Directed three major studies by independent research firms in Spring 2001. Wrote, edited, and shaped numerous marketing pieces including demo and video scripts, research summaries, and bylined articles, and represented the company to the media.

#### **HiFusion, McLean, VA**

*Vice President for Education, December 1999-October 2000.* As lead education strategist for K-12 Internet startup, defined online education features for students, teachers, and school leaders; developed partnerships with relevant content providers; created training materials for sales staff and end users; promoted the company mission through public appearances and authored articles; worked closely with technology, design, marketing, and sales teams to assure successful deployment of Internet service and tailored portals connecting school and home. Spearheaded development of HiFusionBlast universal broadcast messaging product and coordinated multi-site beta test.

**Broadband Networks Inc., State College, PA**

*K-16 Director of Marketing, Sept.-Nov. 1999.* Conceptualized, launched, and maintained first-ever end-user focused marketing campaign for interactive videoconferencing and distance learning company. Planned and implemented national advertising campaign, trade show schedule, direct marketing strategies, and public relations rollout involving extensive use of online media. Tripled school and district sales leads within three-month period.

**Schools and Libraries Division/USAC, Washington, DC**

*Vice President for Outreach and Education, Dec. 1997-Aug. 1999.* Spearheaded all communications operations for non-profit startup to implement \$2.25 billion annual "E-rate" program designed to connect every school and library in America to the Internet. Implemented hundreds of group presentations and satellite teleconferences nationwide. Created print and electronic information services for applicants, business partners, the media, and the public. Networked with state and national education organizations to amplify program impact. Facilitated work of national task force focusing on program's future.

**Scholastic Inc., New York City**

*Editor in Chief, Instructor (1993-1997), Electronic Learning (1995-1997), and Middle Years (1993-1996) magazines.* Oversaw the nation's leading professional magazines for elementary, middle school, and technology-using educators, with a combined circulation of more than 350,000. Launched and maintained magazine websites, and heightened publications' visibility through frequent media and conference appearances. Won awards for editorial excellence from EdPress and Folio in 1993-1996.

*Editorial Director/Editor, Sponsored Educational Materials, 1990-1993.* Conceptualized, developed, and implemented educational programs for kids on behalf of corporate partners such as AT&T, American Express, Fuji, and Proctor & Gamble.

*Editor in Chief, America's Agenda, 1992-1993.* Edited award winning thrice-yearly magazine on education reform delivered to an audience of 175,000 top opinion leaders in business, government, and education. Played a major role in the magazine's launch in 1990.

*Editor in Chief, Teaching and Computers, 1987-1990.* Produced groundbreaking monthly magazine for computer-using elementary teachers, with a circulation of 45,000. Received multiple EdPress awards for editorial excellence. Served as Senior Editor, 1986-1987.

**Association on American Indian Affairs, New York City**

*Public Education and Indian Education Specialist, 1984-1986.* For national non-profit Native American advocacy organization, produced member newsletter, annual report, and other publications; provided technical assistance to tribal representatives on education policy.

**New Manhattan Review, New York City**

*News Editor, 1983-1987.* Coordinated staff of reporters to provide news coverage for community newspaper of Lower Manhattan. Conceived, assigned, and edited news stories and features every biweekly issue; wrote six features per year.

**City University of New York, New York**

*Editor, The CUNY Voice, 1983-1984.* Produced professional monthly newspaper distributed to students in all City University campuses in the five boroughs of New York. Coverage included issues such as university financing, tuition, student rights, and cultural diversity. Developed a network of editors from all campus-based student newspapers.

**Action for a Better Community, Rochester, NY**

**Program Developer, 1982-1983.** For non-profit community action agency, developed grant proposals, assisted in project monitoring, and prepared a five-year plan for the total organization.

**Director, Home Energy Assistance Program/Energy Crisis Intervention Program, 1981-1982.** Oversaw financial assistance program to help families meet their energy needs. Conceptualized, scripted, and collaborated in production of award-winning television documentary, "Energy Costs and the Poor."

**Rochester Patriot, Rochester, NY**

**Managing Editor, 1979-1981.** Served as sole paid editorial staff for biweekly alternative newspaper specializing in investigative political, consumer, and environmental reporting, as well as lifestyle and feature coverage. Wrote, edited, and participated in design and production.

**Freelance and Consulting**

**Writing, 1975-present.** Articles have appeared in *Distance Learning, Threshold, Scholastic Administr@tor, Curriculum Administrator, Upgrade, Educational Leadership, Technology and Learning, THE Journal, Technology Planning & Management, eSchool News, BookTalk, PTA Today, New York Newsday, Smith Alumnae Quarterly, Upstate Magazine, Rochester Democrat & Chronicle, New Haven Advocate, New Haven Register.*

**Public Relations/Marketing, 1996-present.** Served as national spokesperson for Toshiba/National Science Teachers Association ExploraVision competition, making hundreds of radio and television appearances each year. Assisted singer/songwriter Wendy Wall and her Wildbird Records label in development of website and guerilla marketing campaign. Produced marketing materials for Grunwald Associates technology consultants. Provided marketing consultation for PBS TeacherLine.

**Content Development/Project Management, 1997-present.** Produced online and offline content for Microsoft Classroom Teacher Network (Productivity in the Classroom and New Teachers' Corner); Microsoft Encarta Lesson Collection; Gateway Computer consumer catalog; MCIWorldCom Foundation Marco Polo Project.

## EDUCATION

**Stern School of Business, New York University:** MBA, May 2003.

**Yale University:** Bachelor of Arts in American Studies, 1979. Graduated Summa Cum Laude with Distinction in the Major. Elected to Phi Beta Kappa.

**Smith College:** 1975-1977. Major in American Studies. Dean's List, both years.

**Coursework** in creative writing and screenwriting, the New School University and The Writer's Voice, New York City.

## **HOLLY D. LAW ATWELL**

398 Ironwood Court  
Millersville, MD 21108  
Cell: (410) 991-2229

Email: hatwell@connectionsacademy.com

### **EDUCATION**

Masters of Education in Instructional Technology, May 2009  
University of Maryland University College, College Park, MD

B.S. Industrial Engineering, May 1982  
The Pennsylvania State University, University Park, PA

Teacher Certification Education Coursework (21 credits), May 2005  
Undergraduate Psychology Studies (12 credits)  
Anne Arundel Community College, Arnold MD

Maryland APC Teaching Certificate, Secondary Mathematics

### **EMPLOYMENT**

#### **Connections Academy, Baltimore, MD**

Jul 09 – present

#### **Senior Director, National Connections Academy School Operations**

--Responsible for \$4.6 M in new business initiatives to include nationwide online K-12 private school, state sponsored online course programs for Mississippi, Texas and Missouri, as well as district funded hybrid learning programs for home/hospital, high risk and alternative school students.

--Responsibility and accountability for both the development of new programs, as well as the management of existing programs for this product line

Mar 08 – Jul 09

#### **Director of High School Programs**

--Responsible for high school programs for twelve K-12 virtual public schools. Programs include a comprehensive counseling program encompassing academic advising, career/post-secondary planning and personal/social counseling. Additional high school programs include Advanced Placement courses, ACT online preparation, SAT online preparation and various college in high school initiatives.

#### **Anne Arundel County Public Schools (AACPS), Annapolis, MD**

Jun 07 – Feb 08

#### **Advanced Studies and Programs Resource Teacher**

--Planning and Implementation of STEM Magnet High School for Fall Semester 2008, first magnet school in AACPS

--Planning for "School without Walls" Magnet High School to be opened fall 2010.

--Business Liaison for county-wide magnet and signature programs, to include development of marketing materials and planning for database for Alumni and Friends Association

--Facilitation of an Online Book Club for top junior math students across 12 county high schools

--Co-development of interdisciplinary project based learning module, Green Architecture, for top eighth grade math students across 19 middle schools

Aug 04 – May 07

#### **Mathematics Teacher, Arundel High School**



--Teaching Honors Pre-Calculus, Honors Algebra 2, Geometry, Algebra 1 and Applied Mathematics to Students Grade 9-12  
--Mathematics Representative for High School AVID Program, MESA Advisor (Regional Champions 2006), Engineering, Mechanical and Information Technology Cluster Lead, Pre-Calc Content Team Lead

### **Connections Academy, Baltimore, MD**

Jul 03 – Dec 03

**Independent Contractor**, Acting Registrar and Student Recruitment Logistics Manager

--Responsible for enrollment process for K-8 Virtual Public School, a for-profit, start-up company (Sylvan spin off). Acting registrar during ramp up from 2 to 6 states (400 to 2000 students). Defined enrollment organization to include specifying/hiring 4 full-time employees, in addition to management of 6 temporary employees. Defined and implemented processes and procedures to meet current surge. Provided a strategic plan for projected growth for subsequent school year to include system changes, as well as organization definition and training.

--Logistics management for marketing information sessions (2 sessions per day in different cities for each session) being held in four states to include travel planning, material staging and replenishment.

### **Mindsurf Networks, McLean, VA**

Oct 00 – Aug 01

**Director of Development Sites**, Research and Planning

--Direct Responsibility for \$1M+ Business Education Partnership Project at River Hill High School in Columbia Maryland, Mindsurf Network's first development site for wireless handheld computers in the classroom. On site management of three consecutive roll outs within a six month time frame: single class of students and one teacher using palm pilots with cellular connectivity, increased to 150 students and five teachers using iPAQ with 802.11b WLAN connectivity, and finally the full ninth grade and school staff (700 users) using the iPAQ with WLAN for classroom and administrative use.

-- Product Development Interface: Working laboratory for product design to include observation, focus groups, teacher and student interviews as a means of determining best platform/peripherals and prioritizing application development. Trial runs for all product releases held on site with logistical feedback to technology (network and handheld issues) and operations (training, delivery, packaging, collateral, customer support, et al) for future production.

--Business Development and Marketing Interface: Demonstration site for sales visits, potential business partners, media visits and marketing shoots

--Second tier responsibility for instituting second Development Site, Hamilton Middle School in Baltimore, MD. The partnership at this site consisted of a team of four teachers and 100 seventh grade students using devices for classroom use in an inner city school setting.

### **Aether Systems, Inc., Owings Mills, MD**

Mar 00 – Oct 00

**Business Manager**, Financial Systems Division

--Worked with Division VP to produce business plan to include client projections and corresponding revenue levels for the division, as well as a comprehensive competitor analysis

--Initiated and managed effort to standardize Aether terms and conditions across all product lines

--Standardized pricing and corresponding sku structure for all Financial Systems Division products

--Liaison between Bethesda operations and Owings Mills office. Managed deployment of demo units to Vienna sales personnel.

--Projected device requirements for subscribers, as well as for internal and demonstration use. Worked with purchasing to address upcoming palm device shortages. Assisted Division VP on Aether/RIM partnership.

--Provided administrative support to Division VP in terms of formalizing weekly program reviews, instituting weekly operations report format, developing customer and upper management presentations, as well as providing definition of staffing structure to include job descriptions and corresponding compensation package.

### **Aether Systems, Inc., Owings Mills, MD**

Dec 99 – Mar 00

#### **Independent Contractor, Operations Infrastructure Creation**

--Managed the subcontract and installation of a \$250K Interactive Intelligence automatic call distribution system. System was installed with no client disruption in just one and a half months from the contract sign-off to meet Schwab production launch.

--Managed the creation of a corporate intranet site. Site was launched with multiple department and site information through a one and a half month \$20K subcontract.

--Provided administrative support to VP of Operations in terms of client projections, customer presentations, as well as definition of Operations staffing structure and job descriptions.

### **Northrop Grumman/Westinghouse Electric Corporation, Baltimore, MD**

Dec 98 – Sept 99

#### **Program Manager, United States Air Force F-16 Programs**

--Program Manager for ongoing production programs, submitted unsolicited proposals for USAF sustainment programs, and championed USAF support of APG-68(V)X development radar program.

Aug 97 – Dec 98

#### **Programs Administrator, APG-66/68 Department**

--Working with Director, created and maintained the department infrastructure to include the preparation of the annual long range strategic plan and all hands meetings, submittal of monthly operations reports, facilitation of monthly cost reviews and quarterly business area reviews.

--Implemented a common drive across the program to facilitate availability of written resources, provide for interactive document creation, and serve as a communication conduit.

--Provided surge support on the Israel APG-68(V)X development radar program. Prepared customer presentations and white papers, as well as proposal inputs.

Aug 94 - May 95

#### **Proposal Manager, Longbow Fire Control Radar**

--Lead responsibility for Joint Venture submission of Cost Volume for long lead production items. Negotiated \$40M contract with customer in eight days by rewriting Statement of Work to match scope of available funds. Successfully met milestone billings, resulting in a Special Performance Award.

--Lead responsibility for Joint Venture submission of Management Volume, Technical Volume, Manufacturing Plan, and Cost Volume for \$100M lot one production buy.

Apr 94 - Jul 94

#### **Proposal Management Volume Chief, General Dynamics BTP**

--Prepared Management Volume and material pricing for \$30M contract.

Jan 90 - Mar 94

#### **Manufacturing Operations Program Manager, Longbow**

--Joint Venture Lead for Design to Cost with Martin Marietta for a \$2B missile development program. Educated program engineers on cost and developed PC based model for quick calculation of costs; utilizing IPT concept reduced unit cost by 20% due to design and material changes.

--Supported Division General Manager in various cost analyses.

May 87 - Dec 89

#### **Industrial Engineer Supervisor, Command Control Division**

- Managed 10 Industrial Engineers assigned to a matrix organization.
- Reduced the division's factory performance factor by half through manpower control, closing out a Government write up.
- Installed 36,000 square foot assembly and test area, strategically utilizing existing facilities driving cost down from original request of \$1M to \$438K. Project was completed on schedule allowing for a \$6.5M milestone billing.
- Redesigned performance factor procedures to meet new customer requirements, streamline reporting process for the IE's, and provide better management visibility.
- Developed process flows, baseline statistics, material handling cost estimate, and block layouts for the Material Control Center project.

Jul 86 - Apr 87

**Senior Industrial Engineer A**, Command Control Division

- Lead IE for seven programs.
- Doubled emerging program, ASR-9, assembly/test area within three months time due to product redesign.
- Government Audit interface for facilities and material handling; both got highest grade.

Dec 85 - Jun 86

**Senior Industrial Engineer B**, Aerospace Division

- Lead IE for seven programs
- Developed facilities and manpower plan to accommodate business plan.
- Mechanized performance factor system for weekly reports.
- Chaired material handling committee for department manager.
- Substituted for manufacturing first line supervisor.
- Prepared presentation for Deputy General Manager on "Future of Industrial Engineering."

Nov 84 - Nov 85

**Industrial Engineer**, Avionics Transmitter Manufacturing

- Expansion of assembly / test area, to include vertical carousels, overhead monorails, and custom workstations.

Apr 83 - Oct 84

**Associate Industrial Engineer**, AWACS Program

- Value analyzed the IRDC packaging concept to save \$1.6M. Team won a Signature Award.
- Suggestion System Revamp: Developed new guidelines, worked with consultants to produce brochures, video tape, and training for factory and design engineers.

Jul 82 - Mar 83

**Graduate Program**, Corporate Training Program

**TRAINING**

Planning and Forecasting (UMUC 3 graduate level credits), Budgeting and Resource Allocation (UMUC 3 graduate level credits), Material Requirements Planning, 40-Hour Solder School, Basic Statistics, Safety School, Basic Word Processing, Communications Workshop, Value Engineering, Computervision, Design Review, Women in Business, Material Handling, Computerized Facility Layout, Just in Time, Workshop, Management Transitions, Total Quality, Writing Winning Proposals, Radar Concepts for Non-Technical People, Radar Concepts for Technicians and Engineers.

**COMPUTER**

Microsoft Office (expert), Experience in Wireless Enterprise Solutions both cellular and wireless LAN

**CLEARANCE**

Secret (1999)

## **PROFESSIONAL EXPERIENCE**

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**Chief Education Officer/Executive Vice President, Connections Academy**, February 2002 to Present, Baltimore, MD

Connections Academy, LLC, which was incubated by Sylvan Ventures (the new enterprise development arm of what was then Sylvan Learning Systems), is an educational services company that delivers a complete public school offering for grades K – 12. Responsible for complete educational experience of students across the entire family of Connections Academy schools, determining the scope and sequence of the curriculum and selecting instructional resources. Manage the recruiting, hiring and supervision of all school staff and educational support personnel as well as the daily operations of the schools. Key architect of proprietary school/learning management system. Led acquisition and integration of technology curriculum provider K to the 8<sup>th</sup> Power. Co-founder of company and key contributor to building company from initial idea stage to 16 schools and 300,000 annual course enrollments.

**Chief Education Officer, Education Networks of America**, December 1999 to December 2001, Nashville, TN  
Education Networks of America, Inc. is a provider of complete managed Internet access solutions to the education community. As the senior education industry specialist, responsibilities included designing the company's educational content delivery system for over one million users and developing appropriate education content and tool offerings through partnerships, affiliate agreements and acquisitions. Additionally, as a member of the CEO Strategy Team, contributed to overall strategic vision, revenue model, sales and marketing strategy and new product development. Completed "road-show" with the CEO, in which the company raised \$31.8 million in a private placement offering.

**Manager, KPMG LLP**, April 1998 to November 1999, Chicago, IL

Managed projects for state and local government clients in the areas of information technology planning and strategy, performance measurement, business process reengineering, performance audits and program evaluations. Managed projects with revenue of \$1 million and sold projects worth over \$1.6 million in FY'99. Participated in all aspects of the K-12 education practice leadership including new business development, marketing, recruiting and staffing and budgeting.

**Chief Information Officer, School District of Philadelphia**, August 1994 to June 1997, Philadelphia, PA  
Directed the Office of Information Technology which encompassed all administrative and instructional information systems including: MIS; libraries; telecommunications; distance learning; training; educational technology; and records management. Restructured and consolidated the \$36 million, 215 person information technology division, creating annual operating budget savings of \$4.5 million. This effort involved: business process reengineering; customer support design; outsourcing; telecommunications contracting; Year 2000 solutions; project management; labor negotiations; application/platform migration; and wide-area network development.

**Independent Consultant** (Part-time while completing doctoral studies.), January 1992 to March 1998  
The Community Builders; Foundations, Inc.; Southeast Delco School District; Points of Light Foundation; Enterprise Foundation

**English Teacher, Ballou Senior High School**, September 1989 to November 1991, Washington, D.C.  
Taught five English classes each semester, advised Odyssey of the Mind team, coached wrestling team, and was selected for PEN/Faulkner's Writers in Schools Program.

**Student Teacher, Madison Park High School**, January to April 1989, Roxbury, MA  
Taught English II (grade 10) and Honors English (grade 11), and two journalism classes that published the school newspaper, *Madison Times*.

**Master Teacher/Teaching Fellow, Phillips Academy**, September 1986 to September 1987, Andover, MA  
Planned and taught Existentialism, The Big Questions, Law and Morality and Ethics. Supervised forty-student dormitory, counseled students and coached tennis, lacrosse, and wrestling.

## EDUCATION

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### University of Pennsylvania, Philadelphia, PA

Ph.D. in Education, specialization in Policy and Administration. *Merit Fellow*. May 1999

Dissertation explored how K-12 school districts can ensure that their information technology investments will result in instructional and curricular innovation and increased operational efficiency.

### Harvard University, Cambridge, MA

Master of Education, specialization in Teaching and Curriculum. June 1989

### The University of Michigan, Ann Arbor, MI

Bachelor of Arts, major in Philosophy. Graduated with *Distinction*. June 1986

## PUBLICATIONS AND PRESENTATIONS [Selected]

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- Speaker, *Digital Materials in the Classroom K-12*, EBooks in Education Conference, 2005
- Presentation/Facilitation - Mid-Atlantic Regional Technology in Education Consortium State Officers Meeting, 2004
- Presentation – *Safeguarding the Wired Schoolhouse*, Consortium for School Networking national conference, 2001
- Presentations – Selected to present at the American Association of School Administrators and the National School Board Association national conferences in 2000
- Presentation – Student Achievement and Teacher Quality, National School Board Association’s Technology and Learning Conference, 1999
- Publication - Guttentag, S. (1999). *Organizing and Managing Information Technology to Support K-12 Education Reform*. Doctoral dissertation. Philadelphia, PA: University of Pennsylvania
- Publication - Guttentag, S. and Clark, S. (1999). *Data Warehousing for K-12 Education*. Converge Magazine.
- Presentation - *How to Improve the Quality of Teaching in Your District*, American Association of School Administrators National Conference, 1999
- Publication - Guttentag, S. and Eilers, S. (1997). *Roofs or Ram? Technology in Urban Schools*. Horizon Magazine
- Publication - Guttentag, S., Castelbuono, D. and Hornbeck, D. (1994). *The Children Achieving Action Design*, Philadelphia, PA
- Publication – Guttentag S., Holmes, D., Pearson, E. and Sisas, S. (1992). *Changing the Paradigm*

## ADVISORY POSITIONS [Selected]

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- Reviewer - Washington D.C. Charter School Board, 1999
- Member - Management and Productivity Steering Committee, Philadelphia, PA, 1996-97
- Commissioner - Mayoral Appointee, Commission on Telecommunications, Philadelphia, PA, 1996
- Member - School District of Philadelphia’s Capital Planning Committee, Philadelphia, PA, 1996
- Participant - School-Based Management Conference, Edmonton, Canada, 1996
- Chair - Committee on Year-Round Education, Philadelphia, PA, 1995-96
- Member - Leadership in Education Forum, Philadelphia, PA, 1993-94
- Member - SAGE School Reform Committee, Ballou High School, Washington, D.C., 1990-91

## SUCCESSFUL GRANT APPLICATIONS [Selected]

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- Pennsylvania Department of Education, \$4,500,000. *Link-to-Learn*, 1996. Collaborative with School District of Philadelphia staff.
- U.S. Department of Education, \$9,500,000. *Technology Challenge Grant*, 1995. Collaborative with School District of Philadelphia staff and external partners.
- IBM, \$2,500,000. *Reinventing Education Grant*, 1995. Collaborative with School District of Philadelphia staff.
- Annenberg Foundation, \$50,000,000. *Annenberg Challenge*, 1995. Collaborative with David Hornbeck, Superintendent; Diane Castelbuono, Policy Advisor; and Ralph Smith, Senior Advisor.
- ARCO Chemical Company, \$1,300,000. *Education Reform Grant*, 1993. Collaborative with Rhonda H. Lauer, Assistant Superintendent Southeast Delco School District

## THEODORE R. OCHS

1440 William Street  
Baltimore, MD 21230  
(410) 539-2050  
tedochs@msn.com

### Business Experience

- 2005 – Present      **CONNECTIONS ACADEMY**, Baltimore, Maryland  
**Executive Vice President and Chief Financial Officer.**  
Responsible for the accounting, treasury, human resources, regulatory compliance, and school partner support functions of this innovative, growing K-12 educational services company. Member of executive team responsible for guiding the responsible growth of the organization to ensure the achievement of high levels of integrity, sound business decisions, excellent customer service, and a committed and well-qualified employee base.
- 2001 – 2004      **JORDAN KITT'S MUSIC**, College Park, Maryland  
**Executive Vice President and Chief Financial Officer.**  
Responsible for the accounting, credit, administration, merchandising, service, and distribution operations of this \$45 million piano and organ retailing chain. Implemented pricing and purchasing initiatives that generated \$800,000 in additional annual gross profit. Significantly expanded the company's borrowing capability, while also entering into SWAP arrangements to hedge interest rate risk. Negotiated a five year agreement with the Kennedy Center that generated \$300,000 additional annual profit. Restructured the accounting organization to improve controls and capabilities by recruiting new talent and transferring existing employees. Implemented a new network infrastructure that linked all locations in an industry-standard environment, enabling them to communicate and transact business more effectively. Transitioned the management information system to a new reporting platform that improved the accuracy and timeliness of reports and analysis. Transferred health insurance to a new carrier and plan, resulting in no premium increases for the company and its employees for three years. Managed the relocation of two stores to higher-volume locations.
- 1998 – 2001      **VNA of MARYLAND**, Baltimore, Maryland  
**Chief Executive Officer.**  
**Chief Financial Officer.**  
Led restructuring effort that yielded a 10% expense reduction and a return to profitability for this \$40 million for-profit home health company. Profitability swung from a loss of \$2,000,000 in 1998 to a profit of \$700,000 in 1999. Increased market share through new product offerings and acquisition of competitors. Renegotiated major capitation agreement to yield an 11% increase in profitability. Implemented strategic planning process that translated long-range goals into short-term objectives and action plans. Overhauled Finance Committee and Board meetings to improve their value to both owners and management. Established banking relationship and secured debt financing to avert pending insolvency. Renegotiated all vendor contracts to reduce costs and improve controls. Implemented a new organization structure to improve focus and clearly establish accountability for this 520-employee company. Upgraded talent throughout the company to meet the demands of the changing health care environment. Developed a capital plan to improve information technology infrastructure. Conducted a formal financial audit firm selection process. Merged two 401k plans and selected a new plan administrator.
- 1995 – 1998      **MANOR CARE, INC./IN HOME HEALTH, INC.**, Gaithersburg, Maryland  
**Regional Finance Director.**  
Provided financial leadership for 18 branches with annual revenue of \$80 million in four product lines. Led financial support and field implementation of new line of business projected to generate \$13 million in revenue in FY98. Led field-restructuring effort that yielded \$4 million in annual savings. Developed and piloted regional finance role, which included contract pricing support, business development analysis, financial projections, budgeting, and financial education. Developed and led the regional strategic planning process. Identified potential acquisition opportunities and performed related financial analysis. Developed a monthly financial review process for branch and corporate personnel.

1993 – 1995

**BLACK & DECKER CORPORATION**, Towson, Maryland  
**Business Planner/Internal Consultant.**

Designed and implemented the activity-based costing system installed in the corporation's new distribution center. Developed the facility's initial budget and performance measurement reporting system. Developed a business model that utilized market trends and manufacturing costs to evaluate various sourcing scenarios for circular saw blades – model recommendation was accepted and implemented. Developed scheduling solutions that enabled one plant to improve its service performance by 20%. Consulted with one division to revitalize a struggling product line through pricing strategies accompanied by dramatic product cost reductions.

1985 – 1991

**CORNING INCORPORATED**, Greencastle, Pennsylvania  
**Department Supervisor, Receiving and Warehousing.**

Youngest department supervisor in plant history. Supervised 45 union and salaried personnel. Managed \$2.5 million dollar budget and 500,000 square feet of random storage space. Implemented real-time, on-line computerized inventory management systems. Implemented team-based work environment. Recipient of Division Award for outstanding performance.

**Section Supervisor, Set Assembly.**

Performed financial analysis on division's effort to locate additional packaging operations. Implemented performance improvement efforts yielding \$300,000 in annual savings. Determined cost-effective operating scenarios for cyclical packaging operations yielding \$150,000 in annual savings. Member of management team for union contract negotiations. Recipient of two Division Awards.

**Industrial Engineer.**

Co-managed the development, justification and implementation of division's first robotics packaging lines, a \$2.0 million dollar project. Introduced team-based operations to the robotics lines that led to self-management by the line workers. Recipient of Division Award.

**Education**

1991 – 1993

**FUQUA SCHOOL of BUSINESS, DUKE UNIVERSITY**, Durham, North Carolina

Master of Business Administration, May 1993. Fuqua Scholar. GPA 3.9/4.0. Emphasis in Finance and Operations. Placement Office Advisory Board.

1981 – 1985

**LEHIGH UNIVERSITY**, Bethlehem, Pennsylvania

Bachelor of Science degree in Industrial Engineering, June 1985. High Honors. President, Alpha Pi Mu. Tau Beta Pi, National Engineering Honor Society.

**Publication**

1992

Essay on "*The Changing Face of Leadership*" published in March 23, 1992 edition of FORTUNE Magazine. Excerpt published in Business Opportunities, a textbook.

**Civic Activity**

1998 – Present

Board Member and Treasurer for the Hearing and Speech Agency of Metropolitan Baltimore, a not-for-profit agency serving learning-disabled children.

## CURRICULUM VITA

### Patricia Diann Hoge

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8 Bee Tree Mill Court • Parkton, MD 21120  
(H) 410-343-2820 • (W) 410-843-8803 • (email) [pathoge@comcast.net](mailto:pathoge@comcast.net)

#### PROFESSIONAL EXPERIENCE

Connections Academy June, 2006 – present  
Vice President of Curriculum and Instruction  
Baltimore, MD

- Leads the design and development of national K-12 virtual charter school curriculum for all core subjects and electives.
- Manages the alignment of all curricular programs to national and state standards.
- Leads the development and implementation of online instructional initiatives, including a multi-tiered intervention model.
- Leads and manages centralized teacher training and professional development activities on the technology and tools needed for online learning and effective online pedagogy.
- Directs school support, student services, assessment and accreditation/education quality.
- Manages research, reporting, and student accountability initiatives.
- Manages student involvement through clubs and activities.

Catapult Learning, Educate, Inc. 2003-2006  
Executive Director of Curriculum and Instruction  
Baltimore, MD

- Designed and lead the development of a national reading curriculum for NCLB supplemental instruction, including the development of the accompanying teacher training program; and the design and development of supplemental mathematics, writing, and study skills and test-taking educational programs and their accompanying teacher training programs.
- Aligned all curricular programs to national and state standards.
- Designed and lead the development of a parent involvement home component to support the integration of the NCLB curriculum and at-home literacy development.
- Recruited, trained, and supervised employees and contractors necessary for simultaneous product development and implementation initiatives.



- Provided educational and curricular support to Catapult Learning, potential customers, and existing customers during state and district planning and contract meetings, program implementation, and program review discussions.

eSylvan, Educate, Inc.  
Executive Director of Education  
Baltimore, MD

2000-2003

- Designed and lead the development of on-line curricula for supplemental reading and mathematics instruction.
- Designed and lead the development of a national on-line teacher training program to support the implementation of live, synchronous online reading and mathematics instruction.
- Recruited, trained, and supervised employees and contractors necessary for simultaneous product development and implementation initiatives.
- Provided educational and curricular support to eSylvan, potential customers, and existing customers regarding the academic program, the on-line learning environment, and students' academic progress.
- Successfully led eSylvan through the CITA and Middle States accreditation process.

Baltimore County Public Schools  
Supervisor of Elementary Reading and Language Arts, Department of Curriculum and Instruction  
Towson, MD

1997-2000

- Designed and managed the implementation of a \$2.1M Targeted Poverty Grant. This multiyear initiative provided reading tutorial services to targeted Title I students in 37 elementary schools.
- Led the implementation of the BCPS *Word Identification Program for Beginning Readers* in BCPS' 103 elementary schools.
- Chaired the development of the BCPS *Reading Resource Guide, Spelling Program K-5*, and the *Primary and Intermediate Tutorial Handbook*. Led the design, development, and implementation of these curricular initiatives.
- Led professional development initiatives for the 125 reading specialists of the Baltimore County Public School System and supported their school based activities.
- Supervised a staff of Reading Curriculum Specialists responsible for curriculum development, professional development, and school support activities.

Baltimore County Public Schools  
Specialist: Elementary Reading and Language Arts, Department of Curriculum and Instruction  
Towson, MD

1996-1997

Baltimore County Public Schools Speech-Language Pathologist (K-12) Towson, MD	1983-1996
Towson University, Department of Reading Adjunct Instructor (Reading Theory) Towson, MD	1997-2000
Loyola College, Department of Speech-Language Pathology/Audiology Clinical Supervisor/Adjunct Instructor Baltimore, MD	1990-1996
Los Angeles Metropolitan Extension College Adjunct Instructor Antigua, West Indies	1982-1983
Baltimore City Public School System Speech-Language Pathologist Baltimore, MD	1981

**EDUCATION**

Walden University, School of Education, Minneapolis, MN  
Doctorate of Philosophy, K-12 Educational Leadership

Towson State University, Towson, MD  
Master of Science Degree, Speech-Language Pathology

Towson State University, Towson, MD  
Bachelor of Science Degree, Speech Pathology and Audiology

**CERTIFICATES**

American Speech/Language/Hearing Association (ASHA)  
CCC-SLP (Certificate of Clinical Competency-Speech Language Pathology)

Certificate of Administration and Supervision  
Awarded by the Maryland State Department of Education  
Graduate coursework completed at Loyola College, Baltimore, MD, and  
Goucher College, Towson, MD.

**TRAININGS**

Academy of Orton-Gillingham Practitioners and Educators  
Associate Level course work (45 hours)

Wilson Reading System

## 15-Hour WRS Level 1 Intervention Workshop

### **ADDITIONAL PROFESSIONAL ACTIVITIES**

#### Publications - coauthor

*Writing from Experience*, Communication Skill Builders Corp.

*Posters and Activities for Developing Language*, DLM Teaching Resources/McGraw Hill

*Sequential Articulation Kit with Programmed Activity Cards /s/*

*Sequential Articulation Kit with Programmed Activity Cards /r/*

DLM Teaching Resources/McGraw Hill Publishers

#### Special Projects

*Reading Research Validation Report*, Catapult Learning

*Mathematics Research Validation Report*, Catapult Learning

CITA and Middle States accreditation, eSylvan, Inc.

Grant and Program Manager, Targeted Poverty Grant Reading Tutorial Initiative,  
Baltimore County Public Schools

*Description and Analysis of Informal Reading Indicators for Classroom Use*,

U.S. Department of Education

Continuing Education Chairperson, Maryland Speech/Language/Hearing Association,  
Baltimore, MD

#### Board and/or Council Member

School Council/Board Member, John Carroll School

Bel Air, MD (2008 - present)

School Council/Board Member, Our Lady of Grace Parochial School

Parkton, MD (2000 - present)

Advisory Council Member, Jemicy School

Towson, MD (2006 - present)

#### Selected Presentations

*Online Learning: Success Stories*

The Association of Education Practitioners and Providers, EDVentures Conference,  
Philadelphia, PA – July, 2002

*A Meeting of the Minds on Educational Research and Practices: Steps Toward  
Consensus on the Initial and Continuing Preparation of Early Literacy Teachers*,  
American Educational Research Association Annual Conference, New Orleans, LO –  
April 2000

*Reading on Grade Level by Grade Two*, Maryland Association for Boards of Education  
Annual Conference, Ocean City, MD – October, 1999

*Phonological Awareness: A Predictor of Reading Success*, Maryland Speech/

Language/Hearing Association Annual Conference, Towson, MD – April 1999

*A Look at Systematic Changes in Reading*, International Reading Association Annual Conference, Orlando, FL – May, 1998

Awards/Honors

*President's Award (2005)*  
Catapult Learning

*Outstanding Contributor to Baltimore County Public Schools (1996)*  
Baltimore County Public Schools

*Jo Bowling Award for Outstanding Speech Pathologist in Public Schools (1996)*  
Maryland Speech/Language/Hearing Association

*Thanks to Teachers Award (1990)*  
WJZ-TV and the League of Women Voters

*Award for Excellence in Education (1989)*  
Baltimore County Chamber of Commerce

Professional Associations

iNACOL Program Committee and Research Committee

American Educational Research Association (AERA)

American Speech/Language/Hearing Association (ASHA)

Association of Supervision and Curriculum Development (ASCD)

International Reading Association (IRA)

International Dyslexia Association (IDA)

Maryland Association of Supervision and Curriculum Development (MASCD)

Maryland Branch of the International Dyslexia Association (MBIDA)

Maryland Speech/Language/Hearing Association (MSHA)

North American Council for Online Learning (NACOL)

Phi Delta Kappa (PDK)

# **NEXUS ACADEMY**

## **ATTACHMENT 2**

Head of School/Principal  
Candidate Resume

## **Job Description**

### **School Leader – Nexus Academy of Indianapolis**

### **Indianapolis, IN**

#### **School Summary:**

Blended learning is the cutting-edge combination of face-to-face and online learning that provides students with a “greater than the sum of its parts” educational experience. Nexus Academy of Indianapolis will be the first in a planned network of high-quality blended learning charter high schools in Indiana, each of which will provide up to 250 students in grades 9-12 with a personalized path to college- and career-readiness beginning in Fall 2012.

#### **Company Summary:**

Connections Education ([www.connectionseducation.com](http://www.connectionseducation.com)) is a leading, fully-accredited provider of high-quality, highly accountable digital education solutions for students in grades K–12. Since 2001, the company’s Connections Academy division has delivered individualized learning to students through virtual public schools and a private online academy. In the 2011-2012 school year, 23 Connections Academy virtual public schools will operate in 22 states and expect to serve more than 40,000 students from across the U.S. The Connections Learning division of Connections Education meets the needs of charter schools, school districts, and other institutions looking to develop and enhance their online/blended learning programs. Connections Learning delivers a full range of targeted digital learning solutions to the K-12 education community including blended learning program, online courses, a program for homebound students, a digital learning platform, and more. Connections Education and its divisions are referred to collectively as Connections.

#### **Position Summary:**

Working at the Nexus Academy blended charter school campus in Indianapolis, the School Leader will focus on the execution of Connections’ blended learning model working closely with the Connections leadership team to ensure that students graduate prepared for success in college, career and their communities. The School Leader will be responsible for delivering the mission and vision of the school, management, the implementation of the curriculum and instructional model and administration of staff, instructional management, school culture, student performance, accountability and compliance, as well as stakeholder and board relations in collaboration with Connections. The School Leader will report to the school’s Governing Board, with day-to-day supervision provided by Connections.

#### **Responsibilities:**

The essential functions of the School Leader are as follows:

##### **I. MANAGEMENT & SUSTAINABILITY**

- Partner in the achievement of organizational goals while articulating the school’s mission, vision and goals to all stakeholders;
- Oversee all programs, services, activities and staff to ensure that program objectives are met;
- Collaborate with Connections on the selection and hiring all school staff, including teachers and school-based support staff, under the direction of the Board and in line with relevant regulations;
- Supervise and evaluate all school programs in a manner that ensures efficiency, effectiveness and compliance;
- Continually monitor progress across all measures of school and staff performance;
- Ensure the school is in compliance with all federal and local laws, regulations and reporting requirements;
- Report to and collaborate with the Governing Board and Connections, respectively; assist in developing policy recommendations and in setting priorities through work with the Board;
- Serve as primary point of contact for charter authorizer;
- Support student marketing, recruitment and enrollment to ensure full enrollment;
- Support the development of the annual school budget in collaboration with Connections ensuring that all financial transactions are completed in accordance with State policies and procedures;
- Supervise all operations involving the management of the school, including school funds, purchases, inventories, office operations and facilities; and
- Collaborate with colleagues to continuously improve personal practice, classroom instruction, assessment, and student achievement to achieve the overall goals and mission of the school.

## II. SCHOOL CULTURE

- Create and sustain a safe and enriching school environment;
- Create, guide, coach and mentor an effective team responsible for attaining school goals and committed to achieving academic excellence;
- Establish school routines and procedures in accordance with regulations and the school's charter;
- Cultivate effective and respectful communication with students and their families remaining sensitive to different families' cultures, values and needs;
- Oversee the implementation of personnel policies and actions;
- Integrate a love for technology into the school and students;
- Create a school culture that is focused on fairness, respect and high expectations for achievement and that is aligned with the school's mission and Charter;
- Encourage collaboration with Connections; and
- Educate students and their families about how to best utilize the blended learning model and other college and career prep supports offered by the school.

## III. INSTRUCTIONAL MANAGEMENT

- Manage and evaluate instructional team and practices;
- Provide instructional leadership to advance proven teaching and learning practices;
- Observe classes;
- Lead data-driven discussions about student performance;
- Supervise and mentor teachers in collaboration with instructional leadership; and
- Design professional development plans and programming for individual teachers to address deficits, build on strengths, and become more effective, more successful team members.

## IV. TALENT DEVELOPMENT

- Support the recruitment and retention of school faculty and staff working with Connections to develop and implement a Strategic Talent Acquisition Plan and overseeing all personnel issues including compensation, disciplinary actions and the hiring and firing of all faculty and staff;
- Generate professional development plans for teachers and support staff in conjunction with Connections for pre-opening, summer and ongoing training that encourages a culture of high achievement and accountability;
- Implement transparent evaluation system for teachers and staff in collaboration with Connections that enables effective feedback and high impact instructional and operational coaching;
- Build high performing teams that yield results,
- Attend training, seminars and workshops as designated by the Network, and
- Collaborate with other Connections employees in talent and leadership development.

## V. DATA and ANALYSIS

- Use data in decision making;
- Serve as instructional leader and coach in the use of data to improve teaching and learning;
- Oversee the collection, analysis, utilization and reporting of all school data; and
- Lead the school team in reaching its goals for student achievement.

## VI. BLENDED LEARNING & TECHNOLOGY-INFUSED CLASSROOMS

- Ensure the effective use of on-line learning technologies in the classroom;
- Coach teachers and staff on the use of the blended learning model to drive student achievement; and
- Drive innovation and exploration in developing effective practices around the use of technology in the classroom.

**Requirements:**

I. EDUCATION/EXPERIENCE

- Indiana administrative certificate preferred
- At least three (5) full years in a leadership role
- School leadership experience in grades 6-12 preferred
- A demonstrated track record of promoting dramatic measurable gains in student achievement in both a teaching and administrative capacity
- Professional experience in a fast-paced, evolving “start up” setting

II. SKILLS/ATTRIBUTES

- Commitment to the highest ethical conduct and professional integrity
- Entrepreneurial spirit
- Enthusiasm for technology
- Desire to build and sustain a school in a high need, urban environment
- Urgently and relentlessly pursues high academic student achievement
- Ability to align faculty, staff, parents, students and the community around the achievement of Connections Learning’s mission, vision and goals
- Love of learning and commitment to continued professional development
- Reflective, self-aware and adaptable to communication and work styles of others
- Critical thinker and problem solver who takes initiative to address challenges
- Facility with technology, data analysis and data-driven planning, decision-making and instruction
- Extreme flexibility to accommodate multiple priorities and a strong work ethic to accommodate a high level of responsibility

**Process and Timeline for Recruiting and Hiring School Leader**

Early April 2012	Placeholder job description (above) is circulating at Connections and informally outside through personal networks to surface any internal candidates.
By April 15	Board approval/refinement of job description for official posting by Connections Human Resources team through job boards, newspaper sites, and other channels to identify a pool of likely candidates. Governing Board designates member to work with Connections on screening and selection of finalists
By April 30	Initial pool of candidates reviewed by Connections and Board committee.
By May 15	Top candidates identified for Board interviews.
After May 21	Assuming approval of charter, the Board will select its top candidate, the Human Resources department will handle the offer and onboarding, and intensive training will commence through June 30. Part of the training and onboarding process will include Principal review of candidates for Executive Assistant, Guidance Counselor, Teachers and Paraprofessionals with the goal of having all staff secured by mid-July.



# **NEXUS ACADEMY**

## **ATTACHMENT 3**

School Administrators'  
Resumes

<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Mickey Revenaugh Executive Vice President, Connections Learning (also EVP of Connections Education)	Relationship Manager – responsible for maintaining overall relationship between School and Connections, including high-level relationship with Authorizer; also lead on development of blended learning model.	<a href="mailto:mrevenaugh@connectionseducation.com">mrevenaugh@connectionseducation.com</a> 917-834-5768 (cell – primary phone) 718-284-4495 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Holly Atwell Executive Director for Educational Programs	Program Manager – day-to-day support of school and school leader; facilitates work of all other departments on school’s behalf.	<a href="mailto:hatwell@connectionseducation.com">hatwell@connectionseducation.com</a>  410-991-2229 (cell) 410-987-3613 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Claudia Burns and Neil Smith, Quality Assurance/New School Launch Project Management	Initiate and coordinate multi-department launch process for new charter schools.	<a href="mailto:cburns@connectionseducation.com">cburns@connectionseducation.com</a> <a href="mailto:nsmith@connectionseducation.com">nsmith@connectionseducation.com</a> 443-529-1218 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Ted Ochs Chief Financial Officer Chief Operating Officer	Oversees all Finance and Operations functions – see details of staff below.	<a href="mailto:tochs@connectionseducation.com">tochs@connectionseducation.com</a> 443-529-1215 (office) 443-804-4394 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Janet Marhefka Director of Charter School Services (including Charter School Finance and Board Relations)	Supervises team that works directly with charter and Board Treasurer on managing budget, including monthly and other periodic reports; will designate one staff accountant to be school lead.  Also provides day-to-day supervision of Board Relations team – see below.	<a href="mailto:jmarhefka@connectionseducation.com">jmarhefka@connectionseducation.com</a> 443-529-1104 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Josh Solomon Director of Internal Audit	Develops initial charter budget (before handing off to Charter School Finance); also oversees compliance with charter/authorizer reporting requirement.	<a href="mailto:jsolomon@connectionseducation.com">jsolomon@connectionseducation.com</a> 443-529-1083 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Heather Woodward Senior Manager of Board Relations	Provides direct support to School Board in meeting postings, board packages, training, open meetings compliance, etc.	<a href="mailto:hwoodward@connectionseducation.com">hwoodward@connectionseducation.com</a> 443-529-1098 (office) 443-867-2287 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202

<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Annie Middlestadt Director of Human Resources	Oversees all HR administration functions on behalf of the School Board – including position postings, candidate screenings, background checks, benefits administration.	<a href="mailto:amiddlestadt@connectionseducation.com">amiddlestadt@connectionseducation.com</a> 443-529-1085 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Robert Pouliot Vice President for Operations (Facility & Supply Chain)	Leads team responsible for finding, securing, prepping and maintaining facility. Also oversees ordering and delivery of all physical curriculum materials and all computer hardware/software for school.	<a href="mailto:rpouliot@connectionseducation.com">rpouliot@connectionseducation.com</a> 443-529-1069 (office) 410-725-9671 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marco Morales Director of Facilities & Safety	Day-to-day responsibility for facility support.	<a href="mailto:mmorales@connectionseducation.com">mmorales@connectionseducation.com</a> 443-529-1035 (office) 302-745-4004 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Dawna Thornton Associate Director for Blended Programs, Connections Learning	Program Manager – day-to-day support of school and school leader; facilitates work of all other departments on school's behalf.	<a href="mailto:dthornton@connectionseducation.com">dthornton@connectionseducation.com</a> 954-478-0257 (cell) 443-529-1112 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Betty Howell Director of Enrollment	Leads team that provides all student enrollment services to the school, including intake, verification of student records, enrollment communications and lottery.	<a href="mailto:bhowell@connectionseducation.com">bhowell@connectionseducation.com</a> 443-529-1077 (office) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046
Dr. Pat Hoge Chief Academic Officer	Oversees all curriculum development and quality for all of Connections (including effectiveness tracking and continuous improvement) as well as instructional development and educational quality.	<a href="mailto:phoge@connectionseducation.com">phoge@connectionseducation.com</a> 443-529-1128 (office) 443-678-8801 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marcie Zisow Director of Instruction	Oversees ongoing teacher and staff professional development.	<a href="mailto:mzisow@connectionseducation.com">mzisow@connectionseducation.com</a> 443-529-1190 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Elizabeth Zoltan Senior Director of School Support	Facilitates professional learning community and communication among school staffs.	<a href="mailto:ezoltan@connectionseducation.com">ezoltan@connectionseducation.com</a> 443-529-1124 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202

<b>Connections Staff</b>	<b>Specific Role in Support of School</b>	<b>Contact Information</b>
Marjorie Rofel Senior Director of Student Services	Provides planning, support, and training for school Special Education and counseling services.	<a href="mailto:mrofel@connectionseducation.com">mrofel@connectionseducation.com</a> 442-529-1120 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Marc Guerrasio Chief Technology Officer	Oversees Connexus platform development, functionality and continuous improvement for all of Connections – including development of custom reports and SIS integration and management (see staff below) Also supervises MIS/school internal networking and communications (see staff below).	<a href="mailto:mguerrasio@connectionseducation.com">mguerrasio@connectionseducation.com</a> 410-843-8072 (office) 443-994-8476 (cell) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Scott Killough Executive Director of Data & SIS Integration	Facilitation of Connexus integration with district/state SIS; data reporting, school staff data assistance, and development of custom data reports.	<a href="mailto:skillough@connectionseducation.com">skillough@connectionseducation.com</a> 443-529-1149 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Lonnie Paschall Director of MIS	Network infrastructure for school to ensure optimum Internet access for students and staff as well as telephony and other communications.	<a href="mailto:lpaschall@connectionseducation.com">lpaschall@connectionseducation.com</a> 443-529-1064 (office) Connections Education, 1001 Fleet St., Fifth Floor, Baltimore, MD 21202
Michael Wilmeth Director of Marketing – Connections Learning	Overall support of school in development of school website and outreach/recruitment of students.	<a href="mailto:mwilmeth@connectionseducation.com">mwilmeth@connectionseducation.com</a> 443-873-1730 (office) 443-677-0609 (cell) Connections Education, 8621 Robert Fulton Drive, Suite 200, Columbia, MD 21046

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## NEXUS ACADEMY OF INDIANAPOLIS

**Title**                      **Executive Assistant**  
**2012-13 School Year**

### **Position and Responsibilities Summary:**

Working at Indianapolis's premier blended charter high school, the Executive Assistant is responsible for the daily administrative tasks of the school such as answering phones and email, receiving visitors, assisting the principal and teachers with administrative tasks, filing and other duties as assigned

Other key responsibilities include the following:

- Managing student records in compliance with school policies and procedures, state regulations, and federal laws;
- Entering data into the online student information system;
- Generating reports;
- Answering the phones;
- Scheduling appointments;
- Speak with Parents and Students;
- Assist school Principal with a wide variety of daily responsibilities; and
- Additional duties as assigned.

### **Requirements**

- Experience with school records keeping
  - Proficiency with Microsoft Office tools and web-based applications is essential
  - Ability to multitask in a fast paced environment
  - Good interpersonal skills and attention to detail
  - Excellent communication skills, both oral and written
  - Customer focused approach
  - High degree of flexibility
  - Demonstrated ability to work well in fast-paced team environment
-



- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Coordinate a team of teachers to help identify students who are “at risk” or “in crisis”; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Fusion Connection students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards. Stay abreast of all district and state regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Communicate with the Curriculum Team to ensure that curriculum offerings meet state requirements;
- Implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and assist the principal to facilitate the administration of all high school testing, including exit exams, PSAT, SAT, ACT, and AP exams;
- Help students to research and understand their post-secondary career and educational options;
- Assist with student preparation of applications for college and jobs;
- Educate students and parents about college admissions requirements and financial aid;
- Support professional development activities for teachers and school staff members;
- Assume teaching and grading duties as necessary;
- Coordinate high school graduation ceremonies;
- Other duties as assigned.

## **Requirements**

- Indiana Counselor Certification
- 2 or more years as a counselor, ideally in non-traditional education setting
- Master’s degree or higher
- Strong technology skills (especially with Microsoft Office products)

- Excellent communication skills, both oral and written
- Customer focused approach
- Excellent attention to detail and organizational skills
- High degree of flexibility
- Team player with demonstrated leadership skills
- Demonstrated ability to work well in fast-paced environment

DRAFT



# **NEXUS ACADEMY**

## **ATTACHMENT 4**

Governance Documents

Better Blended Learning for Indiana, Inc., an Indiana Domestic Non-Profit Corporation, has initiated the process of applying for 501(c)(3) federal tax exempt status from the Internal Revenue Service. However, we have been advised by counsel that our 501(c)(3) status as a school may not be granted by the IRS until after the charter has been duly authorized by its proposed authorizer, the Indiana Charter School Board.

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

**CERTIFICATE OF INCORPORATION**

of

**BETTER BLENDED LEARNING FOR INDIANA, INC.**

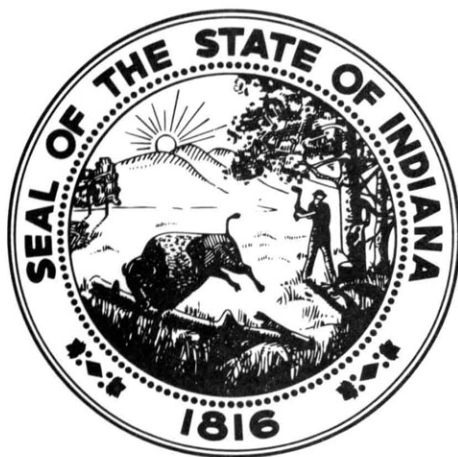
I, Jerold A. Bonnet, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, March 12, 2012.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 12, 2012



JEROLD A. BONNET,  
SECRETARY OF STATE



APPROVED AND FILED  
JEROLD A. BONNET  
INDIANA SECRETARY OF STATE  
3/12/2012 10:46 AM

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**ARTICLES OF INCORPORATION**

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Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

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**ARTICLE I - NAME AND PRINCIPAL OFFICE**

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BETTER BLENDED LEARNING FOR INDIANA, INC.

1001 FLEET STREET 5TH FLOOR, BALTIMORE, MD 21202

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**ARTICLE II - REGISTERED OFFICE AND AGENT**

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CORPORATION SERVICE COMPANY  
251 EAST OHIO STREET, SUITE 500, INDIANAPOLIS, IN 46204

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**ARTICLE III – INCORPORATORS**

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CHRIS GIBSON  
202 N ILLINOIS ST, INDIANAPOLIS, IN 46204  
Signature: CHRIS GIBSON

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**ARTICLE IV – GENERAL INFORMATION**

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Effective Date: 3/12/2012

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: No

**The purposes/nature of business**

A) APPLYING FOR, PROMOTING, SUPPORTING AND OPERATING AS AN INDIANA PUBLIC CHARTER SCHOOL DESCRIBED IN THE INDIANA CODE, TITLE 20, ARTICLE-24-1, SECTION 4, THE INDIANA PUBLIC CHARTER SCHOOLS ACT OF 2001 TO PROVIDE VIRTUAL LEARNING; TO EXERCISE ALL POWERS NECESSARY TO OPERATE AS AN INDIANA PUBLIC CHARTER SCHOOL THAT MAY BE LEGALLY EXERCISED BY A PUBLIC BENEFIT CORPORATION ESTABLISHED UNDER THE INDIANA CODE TITLE 23, ARTICLE 17-2, SECTION 23.

B) SUBJECT TO THE RESTRICTIONS AND LIMITATIONS HEREINAFTER SET FORTH, TO USE AND APPLY ITS INCOME AND PRINCIPAL ASSETS EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, LITERACY, AND EDUCATIONAL PURPOSES, EITHER DIRECTLY OR BY CONTRIBUTIONS TO ORGANIZATIONS, INCLUDING, BUT NOT LIMITED TO, THOSE THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 50L(C)(3) OF THE INTERNAL REVENUE CODE OF 1936 AND THE REGULATIONS THEREUNDER, AS THEY NOW EXIST OR

AS THEY MAY HEREAFTER BE AMENDED (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CODE").

C) THE ORGANIZATION IS ORGANIZED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND/OR SCIENTIFIC PURPOSES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND FOR THE PURPOSE OF ENGAGING IN ANY LAWFUL ACT OR ACTIVITY NOT FOR PECUNIARY PROFIT FOR WHICH NOT-FOR-PROFIT CORPORATIONS MAY BE ORGANIZED, SO FAR AS IS OR MAY BE PERMITTED BY THE LAWS OF THE STATE OF INDIANA AND SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE CORPORATION SHALL NOT ENGAGE IN ANY BUSINESS OF A KIND ORDINARILY CARRIED ON FOR PROFIT AND NOTHING IN THESE ARTICLES OF INCORPORATION OR IN THE BYLAWS OF THE CORPORATION SHALL AUTHORIZE THE CORPORATION TO, AND THE CORPORATION SHALL NOT, ENTER ANY TRANSACTION, CARRY ON ANY ACTIVITY, OR ENGAGE IN ANY BUSINESS FOR PECUNIARY PROFIT, AND ANY INCOME RECEIVED BY THE CORPORATION SHALL BE APPLIED ONLY TO THE NONPROFIT PURPOSES AND OBJECTIVES OF THE CORPORATION SET FORTH HEREIN.

**Distribution of assets on dissolution or final liquidation**

D) IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISTRIBUTE ALL OF THE ASSETS OF THE CORPORATION EXCLUSIVELY TO ONE OR MORE ORGANIZATIONS THEN DESCRIBED IN IRC SECTIONS 170(C)(2), 501(C)(3), 2055 (A)(2) AND 2522 (A)(2) HAVING PURPOSES SUBSTANTIALLY SIMILAR TO THOSE OF THE CORPORATION (EXCEPT THAT NO PRIVATE FOUNDATION AS DEFINED BY IRC SECTION 509(A) SHALL BE A RECIPIENT) OR TO ONE OR MORE UNITS OR AGENCIES OF FEDERAL, STATE OR LOCAL GOVERNMENT TO BE USED EXCLUSIVELY FOR EDUCATIONAL PURPOSES, AS THE BOARD OF DIRECTORS SHALL DETERMINE. ANY OF SUCH ASSETS NOT SO DISTRIBUTED SHALL BE DISTRIBUTED TO ONE OR MORE OF SUCH ORGANIZATIONS AS DETERMINED BY THE HIGHEST COURT OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED.

E) NO PART OF THE NET EARNINGS OF THE ORGANIZATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS OR OTHER PRIVATE PERSONS, EXCEPT THAT THE ORGANIZATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN THE PURPOSE CLAUSE HEREOF. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE ORGANIZATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE ORGANIZATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DOCUMENT, THE ORGANIZATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY AN ORGANIZATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, AS AMENDED, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY AN ORGANIZATION, CONTRIBUTIONS WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

F) TO HAVE AND TO EXERCISE TO THE EXTENT NECESSARY OR DESIRABLE FOR THE ACCOMPLISHMENT OF ANY OF THE AFORESAID PURPOSES, AND TO THE EXTENT

THAT THEY ARE NOT INCONSISTENT WITH THE CHARITABLE PURPOSES OF THE CORPORATION, ANY AND ALL POWERS CONFERRED UPON NONSTOCK CORPORATIONS BY THE INDIANA LAW.

## ARTICLE V

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A) THE AFFAIRS OF THE CORPORATION SHALL BE MANAGED BY A BOARD OF DIRECTORS CONSISTING AT LEAST THREE (3) MEMBERS WHICH SHALL BE CONSTITUTED AND HAVE SUCH POWERS AS PROVIDED FOR IN THE BYLAWS.

B) THE CORPORATION IS NOT AUTHORIZED TO ISSUE ANY CAPITAL STOCK.

C) THE TERM FOR WHICH THIS CORPORATION SHALL EXIST SHALL BE PERPETUAL UNLESS DISSOLVED ACCORDING TO LAW.

D) THE INITIAL BOARD OF DIRECTORS OF THE CORPORATION SHALL ADOPT BYLAWS CONSISTENT WITH THESE ARTICLES OF INCORPORATION. THEREAFTER, THE BYLAWS MAY BE ALTERED OR RESCINDED BY THE BOARD OF DIRECTORS IN THE MANNER PROVIDED BY SUCH BYLAWS.

E) THE POWERS OF THE CORPORATION SHALL BE SUBJECT TO THE FOLLOWING TERMS, PROVISIONS, AND LIMITATIONS;

- NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF ANY MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, EXCEPT THAT REASONABLE COMPENSATION MAY BE PAID FOR SERVICES ACTUALLY RENDERED TO OR FOR THE CORPORATION, AND NO MEMBER, DIRECTOR, OR OFFICER OF THE CORPORATION, OR ANY PRIVATE PERSON, SHALL BE ENTITLED TO SHARE IN THE DISTRIBUTION OF RU1Y OF THE CORPORATE ASSETS ON DISSOLUTION OF THE CORPORATION. EXCEPT AS PROVIDED AND PERMITTED UNDER SECTIONS 501(H) AND 4911 OF THE CODE, NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN OR INTERVENE IN (INCLUDING THE PUBLICATION OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATES FOR PUBLIC OFFICE.
- THE CORPORATION SHALL DISTRIBUTE ITS INCOME FOR EACH TAXABLE YEAR AT SUCH TIME AND IN SUCH MANNER AS NOT TO BECOME SUBJECT TO THE TAX ON UNDISTRIBUTED INCOME IMPOSED BY SECTION 4942 OF THE CODE.
- THE CORPORATION SHALL NOT ENGAGE IN ANY ACT OF SELF-DEALING AS DEFINED IN SECTION 4941 (D) OF THE CODE.
- THE CORPORATION SHALL NOT RETAIN ANY EXCESS BUSINESS HOLDINGS AS DEFINED IN SECTION 4943(C) OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY INVESTMENTS IN SUCH MANNER AS TO SUBJECT IT TO TAX UNDER SECTION 4944 OF THE CODE.
- THE CORPORATION SHALL NOT MAKE ANY TAXABLE EXPENDITURES AS DEFINED IN SECTION 4945(D) OF THE CODE.
- NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES, THE CORPORATION SHALL NOT CONDUCT OR CARRY ON ANY ACTIVITIES NOT PERMITTED TO BE CONDUCTED OR CARRIED ON BY AN ORGANIZATION EXEMPT UNDER SECTION 50L(C)(3) OF THE CODE, OR BY AN ORGANIZATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE

UNDER SECTION 170(C)(2) THEREOF.

- IN THE EVENT OF THE LIQUIDATION, DISSOLUTION, OR WINDING UP OF THE CORPORATION IN ANY MANNER OR FOR ANY REASON WHATEVER, ALL OF THE ASSETS OF THE CORPORATION AFTER THE PAYMENT OF THE OBLIGATIONS AND LIABILITIES OF THE CORPORATION SHALL BE TRANSFERRED TO ONE OR MORE NOT FOR PROFIT DOMESTIC CORPORATIONS OR ASSOCIATIONS, WHOSE BUSINESS PURPOSE IS TO PROVIDE EDUCATION OPPORTUNITIES, AS MAY BE SELECTED BY THE CORPORATION'S DIRECTORS; PROVIDED, FURTHER, HOWEVER, THAT ANY TRANSFEREE CORPORATION SHALL QUALIFY UNDER THE PROVISIONS OF SECTION 501(C)(3) OF THE CODE.

- TO THE MAXIMUM EXTENT THAT LIMITATIONS ON THE LIABILITY OF DIRECTORS AND OFFICERS ARE PERMITTED BY THE INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED, NO DIRECTOR OR OFFICER OF THE CORPORATION SHALL HAVE ANY LIABILITY TO THE CORPORATION FOR MONEY DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO EVENTS OCCURRING AT THE TIME A PERSON SERVES AS A DIRECTOR OR OFFICER OF THE CORPORATION WHETHER OR NOT SUCH PERSON IS A DIRECTOR OR OFFICER AT THE TIME OF ANY PROCEEDING IN WHICH LIABILITY IS ASSERTED. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE LIABILITY OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT, REPEAL, OR ADOPTION

- TO THE MAXIMUM EXTENT PERMITTED BY INDIANA LAW AND THE CODE, AS FROM TIME TO TIME AMENDED THE CORPORATION SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER DIRECTORS AGAINST ANY AND ALL LIABILITIES AND EXPENSES INCURRED IN CONNECTION WITH THEIR SERVICES IN SUCH CAPACITIES; SHALL INDEMNIFY ITS CURRENTLY ACTING AND ITS FORMER OFFICERS TO THE FULL EXTENT THAT INDEMNIFICATION SHALL BE PROVIDED TO DIRECTORS; AND MAY INDEMNIFY ITS EMPLOYEES AND AGENTS AND PERSONS WHO SERVE AND HAVE SERVED, AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, DIRECTOR, EMPLOYEE, OR AGENT OF ANOTHER CORPORATION, PARTNERSHIP, JOINT VENTURE, OR OTHER ENTERPRISE. THE CORPORATION SHALL, ALSO TO THE SAME EXTENT, ADVANCE EXPENSES TO ITS DIRECTORS, OFFICERS, AND OTHER INDEMNIFIED PERSONS, IF ANY, AND MAY BY BYLAW, RESOLUTION, OR AGREEMENT MAKE FURTHER PROVISION FOR INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS. NO AMENDMENT OR REPEAL OF THIS PARAGRAPH, OR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF INCORPORATION INCONSISTENT WITH THIS PARAGRAPH, SHALL APPLY TO OR AFFECT IN ANY RESPECT THE INDEMNIFICATION OF ANY DIRECTOR OR OFFICER OF THE CORPORATION WITH RESPECT TO ANY ALLEGED ACT OR OMISSION WHICH OCCURRED PRIOR TO SUCH AMENDMENT

F) THE CORPORATION RESERVES THE RIGHT TO ALTER, AMEND OR REPEAL ANY PROVISIONS CONTAINED IN THESE ARTICLES OF INCORPORATION OR ANY AMENDMENT THERETO, ACCORDING TO LAW.

**BYLAWS OF**  
**BETTER BLENDED LEARNING FOR INDIANA, INC.**

ARTICLE I  
Offices

Section 1. Principal Office. The Corporation may have such offices, either within or without the State of Indiana, as may be designated from time to time by resolution of the Board of Directors, one of which may be designated as the principal office.

Section 2. Registered Office and Registered Agent. The Corporation shall maintain a registered office and registered agent in the State of Indiana. The registered office may, but need not be, the same as any of its places of business. The identity and address of the registered agent may be changed from time to time by notifying the Indiana Secretary of State's Office pursuant to the provisions of Indiana Code 23-17-1, the Indiana Nonprofit Corporation Act of 1991. (the "INCA").

Section 3. Mission. The Corporation's mission is to provide top-quality personalized education for students and families who seek an alternative to the conventional classroom. The school advised by the Corporation will maintain a commitment to excellence in curriculum, instruction, accountability and communication for virtual schools and will work in partnership with its sponsoring authority, and according to the terms of its Charter School Contract.

Section 4. Purpose and Powers of Corporation.

1. This Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, a political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.

3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this Corporation to qualify as a not-for-profit organization, and existing under Indiana Code 23-17-1, and it shall have all power and authority as set forth in Section 23-71-1 and all other applicable sections of the Indiana Code.



4. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, return any funds received from the Indiana Department of Education to the Department not more than thirty (30) days after dissolution. All remaining assets of the Corporation shall be distributed for non-profit educational purposes consistent with the purposes of the Corporation to such organization or organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine.

## ARTICLE II Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors shall be as determined by the Board of Directors from time to time but in no event be less than three (3) nor more than nine (9) and shall serve for the term provided in Section 3 of this Article. No amendment of this section shall reduce the number of directors to less than the number required by the INCA, which at the time of adoption of these bylaws is three (3).

(b) Qualifications. All of the members of the Board of Directors of the corporation must be residents of the State of Indiana. At least half of the members of the Board of Directors must reside in counties in which students of Better Blended Learning for Indiana, Inc. reside. If the Corporation contracts with a management organization, no director or spouse or family member of a director shall be employed by the management organization or have a direct or indirect ownership, employment, contractual, equity or management interest in such management organization.

At least three (3) directors shall be chosen from and shall represent each of the following constituencies.

i. At least one (1) director shall be the parent of at least one student who is enrolled in the Corporation's educational program, except that prior to the actual start of the school's first academic year, such position may be left vacant or may be filled by one (1) parent interested in enrolling at least one of their children in the school.

ii. At least one (1) director shall be generally recognized community leader in the area served by the Corporation, as determined in the discretion of the Board of Directors.

iii. At least one (1) director shall be currently employed as a teacher, college instructor in the area of education, or an individual who has served in those capacities or

who otherwise has significant expertise in education, as determined in the discretion of the Board of Directors.

### Section 3. Election and Term.

(a) Method of Election. Directors shall be elected at the annual meeting of the Board of Directors.

(b) Term of Office. Directors shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of directors. The directors of the first class shall hold office for an initial term of one (1) year, and the directors of the second class for an initial term of two (2) years, and the directors of the third class for an initial term of three (3) years. At the close of each annual meeting of this Corporation, the successors to the class of directors whose terms expire that year shall commence to hold office for a term of three (3) years, or until their successors have been elected and qualified. In the event of an increase in the number of directors, the remaining directors shall assign the newly created directorship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of directors. No director shall serve on the Board for more than nine (9) years consecutively. However, if a director would like to be considered for re-election, after a period of one year off of the Board, then such re-appointment would be permissible.

Section 4. Resignation. A director may resign at any time by filing a written resignation with the President or the Secretary of the Corporation. Such resignation shall be effective upon receipt of the written notice of resignation.

Section 5. Removal. A director may be removed from office with or without cause by the vote of two-thirds (2/3) of the other directors of this Corporation either at a regular meeting or at any special meeting called for that purpose.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Directors from any cause, including an increase in the number of directors, an interim director shall be elected by the Board of Directors of the Corporation. An interim director shall serve until a successor is elected upon expiration of the term of office for that director.

Section 7. Annual Meeting. The annual meeting of the Board of Directors shall be held in the month of June at such time and place as the Board of Directors may determine, for the purpose of transacting such business as may come before the meeting.

Section 8. Regular Meetings. The Board of Directors may provide by resolution for regular or stated meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the

stated time and place without other notice than such resolution. The Board schedule shall establish 9 regular Board meetings.

Section 9. Special Meetings. Special meetings of the Board of Directors may be held at any time and place for any purpose or purposes, unless otherwise prescribed by the INCA, on the call of the President or Secretary, and shall be called by the Secretary on the written request of any two (2) of the directors.

Section 10. Meetings by Telephone or Other Communication Technology.

(a) Except as otherwise may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by, telephone or any other means of communication by which all participating directors and all members of the public physically present at the place where the meeting is conducted may simultaneously hear each other during the meeting.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting may not participate in final action taken and may not be considered to be present at the meeting for quorum and voting purposes. The memoranda of the meeting must state the name of each member who was physically present, who participated by communication described in Subsection (a), and who was absent.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time and place of any annual or special meeting shall be given by oral or written notice delivered personally or by written notice given by other than personal delivery at least fourteen two business days prior thereto. Notice shall be given in one of the methods described in Article III hereof. The purpose of an the business to be transacted at any special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.

(b) Waiver of Notice. Waivers of notice to the public are not permissible. However, whenever any notice whatsoever is required to be given to a director under the provisions of the INCA or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully correct or convened.

Section 12. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. All other quorum matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 13. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the INCA, or the Articles of Incorporation or Bylaws of the Corporation. All other matters are subject to and will comply with Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law. At the time of the enactment of these bylaws, a director may not participate in the final action taken unless the director is present in person at the meeting location.

Section 14. Action by Written Consent of Directors. Except as other wish may be provided in the Indiana Open Door Law, IC 5-14-1.5 et seq, or any other relevant law, any action required by the Articles of Incorporation or Bylaws of the corporation, or any provision of the INCA, to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Board of directors taken at a meeting. The Board of Directors may not take final action other than at a meeting held in compliance with the Open Door Law.

Section 15. Removed. Presumption of Assent. A director of the Corporation who is present at the meeting of the Board of Directors, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless such director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 16. Compensation. Directors of the Corporation shall not receive compensation for serving as directors, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 17. Committees. The Board of Directors, by resolution, may create committees having such powers as are then permitted by the INCA and as are specified in the resolution.

Section 18. Open Meetings. The Board of Directors shall comply with the Indiana Open Door Law, IC 5-14-1.5 et seq.. The Board of Directors may hold an executive session in accordance with IC 5-14-1.5-6.1 upon majority vote authorizing such action.

Section 19. Conflict of Interest. All officers, directors and employees of the Corporation shall comply with the Corporation's Conflict of Interest Policy as adopted by resolution of the Board of Directors.

### ARTICLE III Methods of Giving Notice

Notice of any annual or special meeting of directors, and any other notice required to be given under these Bylaws or the INCA may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

- (a) When received.
- (b) Five days after its deposit in the U.S. mail, if mailed postpaid and correctly addressed.
- (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

### ARTICLE IV Officers

Section 1. Number. The principal officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may designate one of the Vice Presidents as Executive Vice President and may elect such other officers and assistant officers and agents as may be deemed necessary. The same individual may simultaneously hold more than one office. Officers shall be members of the Board of Directors.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office from the close of the annual meeting,

or the regular or special meeting at which officers were elected if elections were not held at the annual meeting, until the next annual meeting or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, resignation or removal.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the Board of Directors. The President shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. In general, the President shall perform all duties incident to that office, and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice Presidents. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Executive Vice President, or if one shall not have been designated, the Vice President with longest service in that office) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors. Vice Presidents may by their election have charge and supervision of designated portions of the Corporation's affairs.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (c) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer

shall: (a) have the oversight responsibility for all funds and securities of the Corporation, and for moneys due and payable to the Corporation from any source whatsoever, including the deposit of such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board of Directors shall have the power to perform all the duties of the office to which such person is so appointed to be assistant, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board of Directors.

Section 10. Additional Officers. Any additional officer not specified above shall have only such authority, duties and responsibilities as shall be specifically authorized and designated by the Board of Directors.

Section 11. Compensation. Officers of the Corporation shall not receive compensation for serving as officers, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

## ARTICLE V Indemnification

Section 1. Mandatory Indemnification. The Corporation shall, to the fullest extent permitted or required by IC 34-30-4-1, inclusive, of the INCA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance and all reasonable Expenses incurred thereby in any Proceeding to which any Directors or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, Board resolution, the INCA or otherwise.

Section 2. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against

Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

#### ARTICLE VI Fiscal Year

The fiscal year of the Corporation shall end on the last day of June in each year.

#### ARTICLE VII Seal

The Corporation has no corporate seal.

#### ARTICLE VIII Corporate Acts, Loans, and Deposits

Section 1. Corporate Acts. The President plus any one of the Vice-President, the Secretary or the Treasurer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors. Except as otherwise provided by the INCA or directed by the Board of Directors, the President may authorize in writing any officer or agent of the Corporation to sign, execute and acknowledge such documents and instruments in his or her place and stead. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 2. Loans. No moneys shall be borrowed on behalf of the Corporation and no evidences of such 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 instances.

Section 3. Deposits. All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Directors may select.



ARTICLE IX  
Amendments

Section 1. By the Directors. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Board of Directors at any regular or special meeting thereof.

Section 2. Implied Amendment. Any action taken or authorized by the Board of Directors, which would be inconsistent with the Bylaws then in effect, but is taken or authorized by affirmative vote of not less than the number of directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as necessary to permit the specific action so taken or authorized.

\*\*\*\*\*

Certified a true and correct copy of the Bylaws adopted on the \_\_\_\_ day of April, 2012, by the Board of Directors of the BETTER BLENDED LEARNING FOR INDIANA, INC.

\_\_\_\_\_  
Board President

# **NEXUS ACADEMY**

## **ATTACHMENT 5**

Statement of Assurances

**INDIANA CHARTER SCHOOL BOARD: CHARTER SCHOOL APPLICANT**  
**Statement of Assurances**

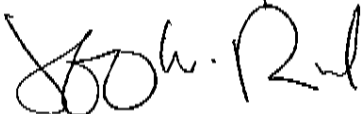
The charter school agrees to comply with all of the following provisions: *(Read and check)*

- 1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
- 2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.
- 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board (ICSB) and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
- 4. Recipients will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.
- 5. Recipients will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
- 6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.
- 7. Recipients will comply with all provisions of the *No Child Left Behind Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments.
- 8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.
- 9. Recipients will at all times maintain all necessary and appropriate insurance coverage.
- 10. Recipients will indemnify and hold harmless the ICSB, the Indiana Department of Education, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.

11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals and/or fiscal management responsibilities outlined in the charter.

**Signature from Authorized Representative of the Charter School Applicant**

I, the undersigned, am an authorized representative of the charter school applicant and do hereby certify that the information submitted in this application is accurate and true to the best of my knowledge and belief. In addition, I do hereby certify to the assurances contained above.

<b>PRINT NAME &amp; TITLE</b>	Jeffrey William Reed Board Representative	<b>DATE</b>	4-9-12
<b>SIGN NAME</b>			

# **NEXUS ACADEMY**

## **ATTACHMENT 6**

Board Member Information

**CHARTER SCHOOL BOARD MEMBER INFORMATION**

*(To be completed individually by each proposed board member for the charter holder)*

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Indiana Charter School Board requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis

2. Your full name: Jeffrey William Reed

3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.

4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Although I do not have previous board experience, I have more than five years experience in management positions at two nonprofit organizations dedicated to K-12 education policy. I have worked with various education stakeholders, including governors, legislators, school leaders, parents, and students to ensure every child has access to a high-quality education. In addition, I am an alumnus of the Charles G. Koch Associate Program, a year-long management program aimed at ensuring effective management in nonprofit institutions. I also am a co-founder of Bossrater.com, a tool used to evaluate employees' and supervisors' effectiveness.

5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

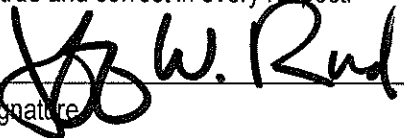
**Disclosures**

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes
  
3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
  
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
  
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
  
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
  
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
  
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes
  
6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes

**Certification**

I, Jeffrey William Reed, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for Nexus Academy of Indianapolis Charter School is true and correct in every respect.

Signature 

4-5-12  
Date

## CHARTER SCHOOL BOARD MEMBER INFORMATION (Page 2)

### Responses to “Disclosures” Section

1. Kevin Corcoran, Program Director, Lumina Foundation. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Mr. Corcoran in developing higher education policy and educating state lawmakers on higher education productivity and accountability.

Jason Barclay, Partner, Barnes & Thornburg LLP. In my role at the Friedman Foundation for Educational Choice, I met Mr. Barclay at an event in Indianapolis. After that meeting, Mr. Barclay recruited me to work on a local Congressional campaign doing education policy (K-12 and higher education).

3. Mickey Revenaugh, Executive Vice President, Connections Education. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Ms. Revenaugh in developing education policy and educating state lawmakers on online learning.

5. Mickey Revenaugh, Executive Vice President, Connections Education. In my role as Education Task Force Director for the American Legislative Exchange Council, I worked with Ms. Revenaugh in developing education policy and educating state lawmakers on online learning.



## CHARTER SCHOOL BOARD MEMBER INFORMATION

*(To be completed individually by each proposed board member for the charter holder)*

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### Background

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis
2. Your full name: Seana Cherise Murphy
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Currently serve on the board of Indiana Connections Academy, Chair of Staff Parish, Co-Chair an initiative for Ivy Tech Community College Accelerating Greatness Strategic Plan
5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

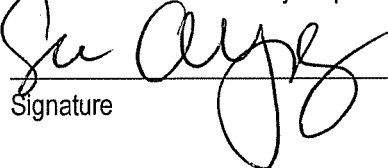
### Disclosures


1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes
2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
  
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
  
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
  
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
  
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
  
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes
  
6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes

**Certification**

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

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date

## CHARTER SCHOOL BOARD MEMBER INFORMATION

*(To be completed individually by each proposed board member for the charter holder)*

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the Indiana Charter School Board requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of  
charter school on whose Board of Directors you intend to serve:  
Nexus Academy of Indianapolis
2. Your full name: Kelly R. Hamilton
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
CENTER FOR EDUCATION AND EVALUATION POLICY, INDIANA UNIVERSITY – Bloomington, IN  
Consultant, 2006 to 2010: In this role I served as a charter school site visit lead and team participant for the Indianapolis Mayor's Office. We conducted site visits to award charter renewals as well report to the mayor's office our findings.

### BREBEUF PREPERATORY HIGH SCHOOL TECHNOLOGY TASK FORCE

member, 2011-2012: More recently I have been serving on a technology task force for Brebeuf High School to aid in developing a five-year plan for implementing technology in a Bring-Your-Own-Device environment as well as working with the administration to develop marketing and data management plans.

### ST. THEODORE GUERIN HIGH SCHOOL – Noblesville, IN

Assistant Principal for Academic Affairs, 2006 to 2008; Dean of Students, 2005 to 2006; Department Chair and Teacher, 2004 to 2006: Before entering the corporate world, I served as a founding teacher and the first Direct of Academic Affairs for start-up, private high school in Noblesville, IN. We opened Guerin High School as a 1:1 technology school, and I implemented the use of a Learning Management System and other 21<sup>st</sup> century technology throughout the curriculum. A few years later, I was the founding International Baccalaureate Programm Coordinator at Guerin High School. So, I have extensive experience in starting new programs in a growing school.

5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?  
 Yes  Don't Know/ Unsure

### Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.  
 I / we do not know any such trustees.  Yes
2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.  
 I / we do not know any such employees.  Yes
3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.  
 I / we do not know any such persons.  Yes
4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
 I / we do not anticipate conducting any such business.  Yes
5. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.  
 Not applicable because the school does not intend to contact with an education service provider or school management organization.  
 I / we do not know any such persons.  Yes
6. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.  
 N/A.  I / we have no such interest.  Yes
7. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.  
 N/A.  I / we or my family do not anticipate conducting any such business.  Yes
8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.  
 Does not apply to me, my spouse or family.  Yes

6. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.  None.  Yes
- 

**Certification**

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

Kelly Hamilton  
Signature

4/9/12  
Date

# **NEXUS ACADEMY**

## **ATTACHMENT 7**

Code of Ethics and  
Conflict of Interest Policies

**DRAFT FOR BOARD REVIEW**

# **Board Governance and Administrative Policy Manual**

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DRAFT



## BACKGROUND

The School is a non-profit educational institution dedicated to serving the public. The School utilizes public funds in order to provide the best possible learning experience and help each student maximize his or her potential, while meeting the highest performance standards. The ability of the School to reach its goals depends, in large part, on effective governance by the School's Board of Directors (hereinafter referred to as "Board"). Effective governance entails providing the School with objective oversight and assistance in guarding the public investment in the School.

The Board will operate according to the "Policy Board" model of governance. As a Policy Board, the Board will observe several basic tenets: it will exercise its authority with one voice and will not require the School to respond to individual Board members; it will work on behalf of the community stakeholders of the School; it will determine objectives for the School and hold the School Administration accountable for achieving those objectives; it will ensure the delivery of a high-quality School in return for the public's investment; and it will provide the School Administration with the means to manage the School independently and effectively.

The policies contained within this Board Governance and Administrative Policy Manual will provide the fundamental principles underlying actions taken by the Board and Administration. These policies are intended to be reviewed on an annual basis and amended on an as needed basis. Violations of these Policies by Board members may result in removal from the Board

# ACCESS TO PUBLIC RECORDS

Version: 1

Date of Approval:

## Purpose

The School abides by state and federal public records and open meetings laws, to the extent applicable, and makes every effort to provide access to public records as appropriate. The policy sets out the procedures to be followed in response to a request for public records from the School.

## Policy

The business of the Board is discussed and decisions are made in accordance with the Open Meeting Law. The official minutes of the Board, its written policies, its financial records and all other public records, except for those which are confidential, privileged, subject to a right of privacy or otherwise exempt from disclosure, are open for inspection in the School's administrative office during the hours when the administrative office is open. However, if the records are not readily accessible or if portions of the records must be redacted in order to protect exempt material, the School shall determine the reasonable period of time, or as otherwise provided in the state law, needed to perform these functions and inform the requestor in writing of the date and time after which the records will be available for inspection. The release of school-wide information is coordinated by the School's Records Custodian. The School will comply with the state and federal laws, including the Family Educational Rights and Privacy Act, ("FERPA") and the School's Confidentiality Policy, in releasing records.

## Procedure

On receipt of a record request, the School may ask but shall not require the identity of an individual requesting information and the reason the information is sought to be in writing by completing a Public Records Request Form. The School shall also inform the requestor that providing such information in writing enhances the School's ability to identify and locate the records requested.

Any individual who seeks to obtain or inspect a copy of a public record may request that the record be duplicated on paper, on the same medium on which the record is kept or any other medium that the School Records Custodian deems reasonable. Records in an electronic format shall be made available in electronic format upon request, consistent with applicable law. Where necessary to assist a member of the public in making a focused and effective request that reasonably describes an identifiable record or records, the School shall, to the extent reasonable under the circumstances, assist the member of the public in identifying records and information that are responsive to the request and the purpose of the request, if stated, and describe the information technology and physical location in which the records exist.

Individual student records and other confidential records protected by state or federal law may not be released for inspection unless such inspection is allowed pursuant to applicable law. In

general, the School may not disclose personally identifiable information from student records without prior signed and dated written consent from a parent or eligible student. Student information deemed “directory information” pursuant to FERPA may be released without consent under certain circumstances. However, student directory information is only released pursuant to the School’s administrative regulations governing release of such information and applicable law. Student directory information is not released when parents/guardians/students affirmatively withdraw in writing consent to release such information. Student records that consist of personally identifiable information generally are exempt from disclosure.

All records provided in response to a public records request will be made available in a reasonable period of time and within the maximum time periods allowed by law, inclusive of any extensions. Upon receiving a request for a copy of records, the School shall determine, whether the request in whole or in part seeks copies of disclosable public records in the possession of the agency and shall promptly and within the time permitted by law notify the person making of the request of the determination and the reasons therefore. If a public records request is denied in whole or in part, the School shall provide a written explanation with the legal authority for the denial of the request and the name and title or position of each person responsible for such determination, where required by law.

The School’s Records Custodian may transmit the requested records by mail or by other means of delivery request, if the method requested is reasonably available. The School’s Record Custodian may also make the records available for pick-up at the School’s administrative office.

Where permitted by law, a fee may be charged for copies which may not exceed, except in the case of certain electronic records, the direct costs of duplication. Where required by law the school will maintain a list of the fees that it charges at each office where public records are provided and post at that office in a conspicuous place, a sign or notice that states: the fee charged to provide a copy of the public record; or, the location at which a list of each fee charged may be obtained. The direct cost of duplication does not include staff time spent researching, retrieving and mailing the record. The School may require that the fee for copies and/or delivery, if requested, be paid in advance.

The School’s public records policy shall be posted in a conspicuous location in the School’s administrative office and on the public website. The policy is distributed to the School’s Records Custodian and receipt of the policy by the custodian is acknowledged. A copy of the records retention policy will be maintained and readily available to the public in the School’s administrative office.

## **Related Documents**

- Record Retention Policy
- Confidentiality Policy
- Records Request Form

## Public Records Request Form

Complete and submit this form by fax or mail to the address shown above to request public records from \_\_\_\_\_ Connections Academy. After receiving your request, we will contact you within five (5) days to confirm receipt of your request, advise you whether the records are available for public inspection and, if so, when, and let you know as permitted by law if the School will be charging and how much the requested records will cost if you desire that copies be made. All payment must be submitted by mail using a check payable to “\_\_\_\_\_ Connections Academy.” Please write “Records Request” in the notes line of your check.

### Requestor Information

Name		Organization (optional)		
Street Address		City	State	Zip Code
( )	( )	( )	( )	
Home Phone	Work Phone	Cell Phone	Fax	E-mail Address
Preferred method to contact you (check one):		<input type="checkbox"/> Home Phone	<input type="checkbox"/> Work Phone	<input type="checkbox"/> Cell Phone
		<input type="checkbox"/> Fax	<input type="checkbox"/> E-mail	

### Records Request Information

Indicate below the address to which the requested records should be mailed, if different from the address listed above. Records may be made available for pick-up at the School’s administrative office upon request. Then, list the records you are requesting along with a description of each. If you are requesting a record of meeting minutes, please indicate the date of the meeting. Call the school to obtain a complete list of meeting dates. Copies of records shall be made promptly available upon payment of fees covering direct costs of duplication, plus postage or other delivery charge if such delivery is requested.

Address where records should be mailed:  Check here if name and address are the same as those listed above.

Name		Organization (optional)		
Street Address		City	State	Zip Code
<b>Record Type</b>	<b>Description of Record (for meeting minutes, indicate meeting dates)</b>			

For Office Use Only (Attach a copy of the check to this form when it is received.)				
Date Request Received	Date Request Reviewed	Date Payment Received	Date Records Mailed	Reviewer’s Name
No of Request Type	No of Photocopies	Total Cost of Request	Notes:	

# BACKGROUND CLEARANCE FOR BOARD MEMBERS

Version: 1

Date of Approval:

## Purpose

The Board is committed to providing a safe environment for its students and the School community, and to protecting the School's funds, property, and other assets. This policy promotes these goals by permitting the Board to make informed choices when recruiting new Board members and protecting the School from potential liability that might result from recruiting Board members without any background screening.

## Policy

In addition to any required fingerprinting or other requirements under state law for Board members, the School will conduct background checks prior to a new Board member being appointed and every three (3) years thereafter.

## Procedure

The Board will use Connections Academy's<sup>1</sup> contracted background check vendor or another Board approved vendor to conduct the following checks:

- State criminal checks for addresses over the last seven (7) years
- Educational credentials check
- Sex offender check or U.S. criminal indicator search
- State Child Abuse Clearance Check

Board members and Board member candidates (prior to official Board approval) shall complete the Background Check Clearance Form to authorize performance of the background check and cooperate as may be necessary to obtain any clearances. The background check will be performed at the expense of the School. Failure or refusal by Board candidates to complete the Background Check Clearance Form shall constitute grounds for denial of approval. All background checks are required to report that there are no findings that would prevent the individual screened from performing the duties of a Board member and that the candidate or Board member meets the required qualifications set forth for members of the Board. Where there is a finding that would indicate a candidate or Board member may not meet these standards, the information will be provided by the individual authorized to conduct the background check (Human Resources employee if being conducted by Connections Academy's contracted vendor) directly to Board Counsel to determine whether the candidate can be approved as a Board Director despite the finding or that the Board member's office may be declared vacant. If Board Counsel determines that the candidate cannot be approved as a Board Director or a Board member's office may be declared vacant, the Board shall do the following:

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<sup>1</sup> As referred to throughout, references to Connections Academy shall mean Connections Academy, LLC, the educational management company contracted with, and/or its affiliates.

- Provide oral, written, or electronic notice of the determination to the candidate or member;
- Provide the name, address, and telephone number of the vendor who performed the background check to the candidate or member;
- Inform the candidate or member that the vendor who performed the background check did not make the determination and is unable to provide the candidate or member with specific reasons why the determination was made;
- Provide oral, written, or electronic notice of the candidate or member's right to obtain a free copy of the background check report from the vendor if requested in writing within sixty (60) days of being notified of the determination;
- Inform the candidate or member of his or her right to dispute the accuracy or completeness in the background check report with the vendor who performed the background check.

The background checks will be valid for three (3) years and will be reviewed at the annual meeting. In the interim between checks, each Board member has an affirmative obligation to inform the Board chair of any incident that would compromise a clean background check and/or would indicate that the Board member does not meet the qualifications set forth for members of the Board. In the event a candidate or member is successful in disputing the accuracy or completeness of the background check, the candidate or member may request that the Board order another background check to reevaluate the candidate or member's fitness to serve as a member of the Board. The Board may, at its discretion, choose to comply with this request.

## **Related Documents**

Background Check Clearance Form



Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130 -A 600 Pennsylvania Ave. N.W., Washington, D. C. 20580.

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.



- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

# BOARD ATTENDANCE

Version: 1

Date of Approval:

## Purpose

Active involvement and participation of Board members is essential for effective governance of the School. The Board cannot make any decisions or vote on any policy if a quorum is not present at each meeting. This policy promotes active involvement and participation by requiring regular attendance at Board meetings and providing procedures to deal with lapses in attendance.

## Policy

Board members are expected to demonstrate their commitment to the School by regularly attending Board meetings, except when prevented by unforeseeable events.

## Procedure

The Board shall adopt a regular meeting schedule at the annual meeting, or soon thereafter, to confirm the availability of Board members and provide notice to all Board members of the meetings for the year. This schedule may be amended during the year to change dates, times, days and/or hold additional special meetings.

A Board member who is unable to attend a Board Meeting must inform either the Board Chair or the Board designee for logistics of the intended absence.

Participation via teleconference is equivalent to attendance at a regular meeting as allowable by state law.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

## Attendance requirements

A Board member who is absent for three (3) consecutive Board meetings, without notifying the Chair or the Board designee for logistics as required, has violated this policy. A Board member who is absent for four (4) consecutive Board meetings, notwithstanding notification to the Chair or the Board designee for logistics has violated this policy.

Prospective members of the Board shall be provided with a copy of this Policy and asked to commit to observing its terms.

## Process

- The Board Chair shall monitor the attendance of each member and issue warnings as appropriate.

- The Board Chair shall consult with a member who has violated this policy to attempt to resolve the issue without removal of the member.
- If the Board Chair is unable to resolve the issue, and the Board member wishes to remain on the Board, the issue will be placed on the agenda for the next Board meeting. The Board member of concern may address the entire Board, and the Board will then decide what actions to take regarding that Board member's future membership on the Board.
- If the Board decides that removal of the member is appropriate, the remaining Board members will immediately begin the process to recruit a new Board member. A member who has been removed under this policy may be considered at a later date for appointment to the Board.

## **Related Documents**

Bylaws

DRAFT

# BOARD DELEGATION POLICY

Version: 1

Date of Approval:

## Purpose

The Board is committed to efficiency of processes and often has Board members designated on behalf of the Board to review and work with the School and Connections Academy, LLC<sup>2</sup>, its educational services provider, prior to Board consideration and approval of regularly and annually approved items. Therefore, it is desirable for the Board to adopt a Board Delegation policy through which default Board designees are established (“Board Designee”).

## Policy

In addition to any responsibilities set out in the Bylaws, subject to the Open Meetings Laws, the Board shall delegate additional specific tasks to individuals correlated to the position they are serving in, specifically as an Officer or Parent Representative. This does not prevent other Board members from volunteering to assist on these tasks, however this policy provides for a Board Designee, where one has not been allocated. Any specific motions approved by the Board for a Board Designee shall replace these automatic designations.

## Procedure

At the appointment of an Officer position at the annual meeting, the Officer candidate will be advised of the tasks to be performed as Board Designee, as part of this policy. The Parent Representatives being appointed to the Board will also be informed of the tasks for which a Parent Representative would be a Board Designee. At the relevant time, the Board Designee will begin work on the matter and involve any other Board members who also desire to assist with the specific matter, subject to the Open Meeting Law.

## President

- Charter related matters, including but not limited to, Charter renewal and amendments and related Charter matters on behalf of the Board.
- Renewals, amendments and other tasks related to the Professional Services Agreement on behalf of the Board.
- Renewals, amendments and other matters related to a Sponsor Agreement.
- Board policy development.
- Member of the Recruitment Committee to recruit for additional or replacement Board members as the need may arise.
- Execute contracts of over five thousand (\$5,000) dollars.
- Signer on Bank Account.

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<sup>2</sup> Connections Academy LLC is the current educational services and products provider. This function would be carried out by the new provider upon a change in the provider.

- Liaison with Principal/Chief Executive Officer and Board Counsel.
- Provide approvals on behalf of the Board for summer staffing decisions.
- Complete, finalize and execute D&O Insurance Applications on behalf of the Board.
- Lease related matters, including but not limited to, Lease negotiation, renewals, amendments, or any changes therewith on behalf of the Board.
- Health Insurance renewals, including but not limited to, review of proposals, negotiations, amendments or any changes therewith on behalf of the Board.
- Upon approval of the engagement by the Board, sign the Board Counsel engagement letter on behalf of the Board.

### **Treasurer**

- Budget related matters, including but not limited to, the development of the annual draft budget, review of vendor invoices and review of detail documents supporting the school's financial condition.
- Application for, renewal of and amendments to all grant matters on behalf of the Board.
- Upon acceptance of the Board, sign the Form 990 on behalf of the Board.
- Upon approval of the engagement by the Board, sign the audit engagement letter on behalf of the Board.
- Signer on Bank Account.

### **Secretary**

- Employee related documents including but not limited to the School Employee Handbook.

### **Parent Representative**

- Student enrollment related documents, including but not limited to, the General School Handbook, the State Specific Handbook and the annual enrollment documents.

### **Related Documents**

Bylaws

# CODE OF ETHICS

Version: 1

Date of Approval:

## Purpose

The Board is committed to its role of promoting the mission of the School, overseeing the management of the School, and acting as guardian of the public trust by overseeing School finances. In order to achieve these goals, members of the Board must maintain the highest level of ethical conduct.

This policy establishes the standards of conduct the Board must meet in carrying out its responsibilities to the School and the public.

## Policy

The Board is morally and legally obligated to manage the School in the best interests of the public and the School Community. The Board members must demonstrate professional ethical behavior at all times in their responsibilities to the School, in their professional relationships with each other, and in their professional service to the community, and will be required to adhere to this code of ethics.

Board members shall comply with all laws, including those pertaining to ethics, and shall faithfully promote the School's interests, maintain confidentiality of information, carry out their duties honestly, and adhere to all the other policies in the Board Governance and Administrative Policy Manual.

## Procedure

At all times Board members shall observe the following specific procedures:

- Be diligent, attend Board meetings, and devote sufficient time for adequate Board meeting preparation.
- Maintain the confidentiality of private and or legally privileged information acquired as a result of Board membership.
- Attend Board governance training and conferences when possible to improve the member's ability to serve the Board.
- Meet regularly to monitor the performance of management and the School as a whole.
- Maintain the separation of duties and responsibilities between the Board and School leadership to promote accountable and balanced decision-making.

- Help ensure that the independent views of Board members receive due consideration and weight.
- Work to provide stakeholders with accurate and balanced information regarding the School's performance, including financial and academic measures.
- Conduct regular self-assessments to ensure each member is contributing optimally to the Board, and if the member's contribution is lacking, pursue either training or assistance to improve the member's performance or seek the member's resignation.
- Help protect the School's assets by considering risk management strategies.
- Ensure that financial and other personal interests do not conflict with the member's duty to the Board and the School.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances will include removal of a member from the Board.

### **Related Documents**

Delegation Policy  
Conflict of Interest Policy  
Confidentiality Policy  
Attendance Policy  
Gift Solicitation and Acceptance Policy  
Bylaws



# CONFIDENTIALITY

Version: 1

Date of Approval:

## Purpose

The Board is committed to openness, transparency, and accountability. Its policies shall reflect its desire to balance the release of information while ensuring the protection of individual privacy, the effective management of the School, and compliance with relevant legislation. This policy is intended to regulate the release of confidential information by Board members.

## Policy

Board members shall not be permitted to release any confidential material obtained in the course of their service as a Board member, unless such release is in accordance with the requirements of applicable legislation, and is consistent with the Board's policies on access to public records.

## Procedures

The Board shall endeavor to explicitly mark on the document whether any or all of its minutes, disclosures, or papers, or those of its sub-committees (not otherwise required by legislation, regulation, or its rules to be made public) are confidential. However, the failure to mark a document as confidential shall not waive the status of such document as confidential, privileged or otherwise exempt from disclosure. The Board may seek assistance from Board Counsel, as needed, to review requests for disclosure.

Board members shall be deemed school officials under the Family Educational Rights and Privacy Act (FERPA), however shall only have access to student records where there is a legitimate educational interest. Board members shall be subject to FERPA provisions and shall ensure they comply with FERPA provisions for any disclosures of student records to any third parties.

On those occasions and for those documents and discussions that the Board elects not to make public, Board members shall respect the confidentiality of those documents, and of any discussions of the Board on those matters.

Notwithstanding the above, Board members are not authorized to speak on behalf of the School unless the same has been authorized by a vote of the Board or specifically requested and or reviewed by the School leadership. A Board member in receipt of a request for a public document must refer such request to the School Records Custodian for response in accordance with proper procedures.

In particular, Board members shall not

- disclose to any member of the public any confidential information acquired by virtue of their position as a Board member, such as minutes of closed sessions at which public access is not required by law;

- disclose any privileged attorney-client communications;
- use any confidential information acquired by virtue of their position on the Board for their personal financial or other benefit or for that of any other person;
- disclose to any member of the public any confidential information related to the interests of individuals, groups or organizations acquired by virtue of their position on the Board;
- make statements to the media in the name of the organization except after coordinating all such efforts with the School leadership;
- permit any unauthorized person to inspect or have access to any confidential documents or other information.

Failure to maintain confidentiality may constitute a breach of the Board member's fiduciary duties to the School.

The obligation to protect such confidential matters from disclosure continues even after the individual Board member is no longer serving on the Board.

Unless otherwise restricted or required by law, or contract, the Board shall decide from time to time whether any guests shall be permitted to attend any or all of its closed meetings. Where appropriate, guests who the Board believes are necessary for the Board's consideration of the item or items to be considered may be admitted, subject to their undertaking to maintain confidentiality.

Where appropriate and permissible by law, personally identifiable information about individuals may be redacted from material before consideration by the Board.

It is the responsibility of the Board Chair, with guidance from Board counsel, to ensure that Board materials are appropriately classified as confidential or open to release.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which depending on the circumstances may include removal of a member from the Board.

## **Related Documents**

Access to Public Records Policy

# CONFLICT OF INTEREST

Version: 1

Date of Approval:

## Purpose

The Board is committed to high standards of ethical conduct. The purpose of the policy is to protect the School when it is contemplating entering into a transaction or arrangement that might impermissibly benefit the private Financial Interest of an Officer or Director of the Board, and to provide the Board with a procedure which, if observed, will allow a transaction or arrangement to be treated as valid and binding even though Board Director has, or may have, a Conflict of Interest with respect to the transaction.

## Policy

The Board places great importance on making clear any existing or potential Conflicts of Interest. All such Conflicts of Interest shall be declared by the member concerned and noted in the minutes.

## Definitions

“Board” means the members of the Board of Directors of the School or any Board committee with Board-delegated powers that is considering the proposed transaction or arrangement.

“Compensation” means direct and indirect remuneration as well as gifts or favors that are substantial in nature.

“Conflict of Interest” means an interest that is likely to impermissibly benefit the private interest of a Board Director. Examples of a conflict of interest include (but are not limited to):

- When a Board member or his/her Immediate Family or business interests stands to gain financially from any business dealings, programs, or services of the organization.
- When a Board member offers to perform a professional service for the organization
- When a Board member stands to gain personally or professionally from any insider knowledge if that knowledge is used to personal advantage.
- When a Board member has a role on the governing body of another organization, and the activities of the other body might directly conflict or compete with the activities of the School.

“Financial Interest” is an interest held by a person, either directly or indirectly, through business, investment, or family, that falls into one or more of the following categories:

- an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

- a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

A Financial Interest is not necessarily a Conflict of Interest. In general, a person with a Financial Interest has a Conflict of Interest only if the Board decides that a Conflict of Interest exists. However, under no circumstances may the School purchase anything from a Board Director or lease a facility from a Board Director.

“Immediate Family” means spouse, children, parents, grandparents and grandchildren of Board member.

“Interested Person” means any Director, Officer, or member of the Board who has a direct or indirect Financial Interest.

## **Procedure**

### **Duty to Disclose**

In connection with any transaction or arrangement that might give rise to a Conflict of Interest, an Interested Person must disclose the existence of his or her Financial Interest and must be given the opportunity to disclose all material facts to the Board. The Interested Person must make this disclosure at the start of the regularly scheduled Board meeting following discovery of the Financial Interest; provided, however, that no action can be taken on such disclosure unless the issue was identified in the posted agenda for the meeting where required by the Open Meetings Law.

### **Determining Whether a Conflict of Interest Exists**

After disclosure of the Financial Interest and all material facts, and after any discussion with the Board, the interested Board member shall not participate in the discussions or vote on the matter. The remaining Board members shall determine whether a Conflict of Interest exists.

### **Procedures for Addressing the Conflict of Interest**

1. If the Board determines that a Financial Interest of a Board member constitutes a Conflict of Interest, the Board Chair (or acting Board Chair if the sitting chair is the Interested Person) shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement giving rise to the conflict of interest.
2. After exercising due diligence, the Board shall determine whether it can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
3. If a more advantageous transaction or arrangement is not reasonably attainable, and the State’s Ethics Laws do not prohibit or invalidate the proposed transaction, the Board or committee shall determine by a majority vote whether the proposed transaction or arrangement is

in the School's best interest, for its own benefit, and whether the transaction is fair and reasonable to the School. Based on this determination, the Board shall decide whether to enter into the proposed transaction or arrangement.

4. The Board shall make its determination using the Rebuttable Presumption Checklist (Property) as a guide.

### **Violations of the Conflict of Interest Policy**

1. If the Board or committee has reasonable cause to believe that a member has failed to disclose an actual or possible Conflict of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the response of the member and making such further investigation as the Board deems warranted under the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible Conflict of Interest, the Board shall take appropriate corrective action.

### **Records of Proceedings**

The minutes of the Board shall document the Conflict of Interest and contain:

- the names of the persons who disclosed or otherwise were found to have a Financial Interest giving rise to an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.
- the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken on the subject.

### **Compensation**

1. A voting member of the Board who receives direct or indirect compensation from the School for services that are necessary for carrying out the School's purposes (other than serving as a Board Director), where this is permitted by law or not otherwise prohibited, is precluded from participating in discussions or votes pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives direct or indirect compensation from the School for services is precluded from participating in discussions or votes pertaining to that member's compensation.
3. When setting compensation for any individual, the Board committee with jurisdiction over compensation matters shall set such compensation using the Rebuttable Presumption Checklist (Compensation).

4. No Board member is precluded from providing information to the Board of Directors or any committee of the Board regarding member compensation.

### **Annual Statements**

Each Director and member of the Board shall annually sign the Conflict of Interest Disclosure Statement, which affirms that the Board member:

- has received a copy of the Conflict of Interest Policy,
- has read and understands the Policy,
- has agreed to comply with the Policy, and
- understands that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

### **Periodic Review**

The Board shall conduct periodic reviews to ensure that the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its status as an organization exempt from federal income tax.

The periodic reviews shall, at a minimum, address the following subjects:

- Whether compensation arrangements and benefits are reasonable and the result of arm's-length bargaining and do not result in inurement or impermissible private benefit.
- Whether partnership and joint venture arrangements and third party transactions conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's charitable purposes, and do not result in inurement or impermissible private benefit.
- Whether agreements with employees and third-party payers further the School's charitable purposes and do not result in inurement or impermissible private benefit.

In conducting the periodic reviews provided for above, the School may use outside advisors. The use of outside advisors does not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

### **Related Documents**

Rebuttable Presumption Checklist (Property)  
Rebuttable Presumption Checklist (Compensation)  
Conflict of Interest Disclosure Statement  
Bylaws

## Rebuttable Presumption Checklist (Compensation)

1. *Interested Person:*

Name: \_\_\_\_\_

Title / Position Description: \_\_\_\_\_

2. Terms of compensation arrangement:

Salary: \_\_\_\_\_

Bonus: \_\_\_\_\_

Deferred compensation: \_\_\_\_\_

Fringe benefits (excluding IRC 132 fringes and expense reimbursements under an accountable plan):

\_\_\_\_\_

\_\_\_\_\_

Liability insurance premiums: \_\_\_\_\_

Foregone interest on loans: \_\_\_\_\_

Other: \_\_\_\_\_

3. Name of *authorized body*: \_\_\_\_\_

4. Date *authorized body* approved compensation arrangement: \_\_\_\_\_

5. Members of *authorized body* on date of approval:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

6. Titles / Positions:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_  
E. \_\_\_\_\_

7. Background (education, experience, etc.):

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

8. Conflict of interest as to compensation arrangement:

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

9. Comparable Data:

A. Compensation paid by similar organizations for functionally comparable positions: \_\_\_\_\_

B. Availability of similar services in geographic area: \_\_\_\_\_  
\_\_\_\_\_

C. Current compensation surveys compiled by independent firms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Actual written offers from similar institutions: \_\_\_\_\_  
\_\_\_\_\_

E. Compensation data paid by three comparable organizations in similar communities for similar services:

i. \_\_\_\_\_  
ii. \_\_\_\_\_  
iii. \_\_\_\_\_

10. Documentation:

Description of records: \_\_\_\_\_

Date records were prepared: \_\_\_\_\_

Date records were approved by *authorized body*: \_\_\_\_\_



Per records:

- A. Terms of transaction approved: \_\_\_\_\_  
\_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- E. Description of comparability data obtained and relied on by *authorized body*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Description of how comparability data was obtained: \_\_\_\_\_  
\_\_\_\_\_
- G. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
\_\_\_\_\_
- H. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. For a non-fixed payment subject to a cap:

- A. Date authorized body obtained comparability data that a fixed payment would be reasonable compensation: \_\_\_\_\_
- B. Amount of such fixed payment: \_\_\_\_\_
- C. Maximum amount payable under contract (both fixed and non-fixed payments): \_\_\_\_\_  
\_\_\_\_\_

**Rebuttable Presumption Checklist (Property)**

- 1. Interested Person:  
Name: \_\_\_\_\_  
Title / Position Description: \_\_\_\_\_
- 2. Property to be transferred or used:  
Description: \_\_\_\_\_  
Location: \_\_\_\_\_
- 3. Name of *authorized body*: \_\_\_\_\_
- 4. Date *authorized body* approved property transfer: \_\_\_\_\_
- 5. Members of *authorized body* on date of approval:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 6. Conflict of interest as to property transfer:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 7. Comparable Data – Appraisals:
  - A. Appraiser(s) name and address \_\_\_\_\_  
\_\_\_\_\_
  - B. Appraiser(s) qualifications: \_\_\_\_\_  
\_\_\_\_\_
  - C. Date(s) of appraisal(s): \_\_\_\_\_  
\_\_\_\_\_
  - D. Fair market value per appraisal(s): \_\_\_\_\_  
\_\_\_\_\_

- E. Appraisal method(s) used (e.g., sales comparison, income analysis, replacement costs, etc.): \_\_\_\_\_  
 \_\_\_\_\_
8. Comparable Data – Offers received from open and competitive bidding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. Documentation:
- Description of records: \_\_\_\_\_
- Date records were prepared: \_\_\_\_\_
- Date records were approved by *authorized body*: \_\_\_\_\_
- Per records:
- A. Terms of transaction approved: \_\_\_\_\_  
 \_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- E. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
 \_\_\_\_\_
- F. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



If yes, please describe the proceeding(s) and if a Family Member or entity is involved, the identity of the Family Member or entity and your relationship with that person or entity:

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D. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the School in accordance with the terms and intent of the School's conflict of interest policy?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If yes, please describe the situation(s) and if a Family Member or entity is involved, the identity of the Family Member or related entity and your relationship with that person or entity:

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I HERBY CONFIRM that I received a copy of the Conflicts of Interest Policy, read and understand the policy, agree to comply with the policy, and understand that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. I confirm that my responses to the above questions are complete and accurate to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I did not comply with the policy, I will notify the President of the Board or the Treasurer immediately.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DISPUTE RESOLUTION

Version: 1

Date of Approval:

## Purpose

The Board meeting is the final forum under School procedures for resolving disputes between students, parents, staff, and others. This policy sets out the procedures for parties to follow in a dispute, which has not been satisfactorily resolved through the initial resolution procedures provided by the School, to ensure that all parties' rights are protected.

## Policy

The Board places great importance on its role as the final authority under School procedures for any disputes brought forward by students, parents, staff, and other parties and strives to resolve disputes in a manner that protects the interests of all stakeholders. Individuals desiring to address the Board shall do so in compliance with the Public Comment Policy adopted by the Board. Individuals bringing a dispute before the Board may be held personally liable for any libel, slander, defamatory or other similar actions brought against the school and Board for any statements made or documents presented regarding other individuals.

## Procedure

As set out in the School Handbook, students, parents and members of the public have standing to ask the Board to resolve issues that have not been satisfactorily resolved through the initial resolution procedures provided by the School.

Any individual may present a dispute to the Board at a regularly scheduled Board meeting, consistent with the terms of the Public Comment Policy and in accordance with the Open Meetings Law requirements for placing items on an agenda for deliberation, consideration, or taking any action. Parties to a dispute shall have the ability to have the hearing in a closed session where permitted by the state Open Meeting Laws and otherwise set out in the charter and state laws. Where held in open session, Parties will be reminded that the meeting is open to the public and any information disclosed will be a public record.

Once a dispute has been presented, and as allowable pursuant to Open Meeting Laws, the Board shall decide:

1. Whether the dispute presents an urgent matter that must be addressed as soon as possible,
2. Whether the dispute should be referred to School leadership or a Board committee for further steps, and
3. What other procedures the Board should follow to resolve the dispute.

The Board will revisit the dispute at subsequent meetings until the matter has been resolved.

The party presenting the dispute will have an opportunity to submit written submissions and documentation. If the dispute concerns a student, or if a student will provide personally identifiable information in the course of the dispute resolution, the parent or student, as applicable, must execute a Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form acknowledging the potential disclosure of student records and/or personally identifiable information.

## **Related Documents**

Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form  
Public Comment Policy  
School Handbook

DRAFT

Family Educational Rights and Privacy Act (FERPA) Rights Waiver Form

Student's Name:

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Item(s) of information to be released:

Personally identifiable records and FERPA protected student education records

Other \_\_\_\_\_  
\_\_\_\_\_

I hereby understand that the above records and information will be disclosed by school staff, myself, and my student (whichever applicable) to the Board of Directors, guests and members of the public during a meeting of the Board of Directors.

I understand that this is a public forum, minutes are kept of this meeting and in some cases the meeting may be recorded, and that the above information may be released into the public by my engaging the Board of Directors in the meeting in discussion on a specific matter related to myself or my student (whichever applicable).

I hereby understand and agree to waive my or my student's rights to the protection of the above information.

\_\_\_\_\_  
Parent/Eligible Student Signature

\_\_\_\_\_  
Date



# EXPENSE REIMBURSEMENT AND COMPENSATION

Version: 1

Date of Approval:

## Purpose

This policy establishes procedures for reimbursement of expenses incurred by Board members on behalf of the School. These procedures will ensure that expenses are appropriately approved and Board members are reimbursed fairly for all reasonable expenses they incur.

## Policy

The School will reimburse its Board members for any reasonable and authorized expenses incurred on behalf of the School or in the course of conducting School business. This policy covers expenses for travel to and from Board meetings, as well as lodging, meal, and other miscellaneous expenses incurred while conducting Board or School business. This reimbursement is for approved costs incurred by the Board member and is not considered a gift.

All Board expenses other than those specifically mentioned and permitted above, and for amounts over one hundred (\$100) dollars will require Board approval.

Alcohol is not a reimbursable expense.

Other than reimbursement of expenses under this policy and permissible acceptance of gifts under the Gift Acceptance Policy, Board members may not receive any reimbursement or other compensation as a result of their position on the Board.

## Procedure

1. Expense reports should be used to detail expenses. Expense reports should be submitted no later than one month after the expenses are incurred. A School designee will review and approve the expense report prior to submission for payment.
2. Expense reports must be completed with the following guidelines in mind:
  - Forms can be completed in ink or electronically
  - Incorrect information must be crossed off and changes written clearly and initialed. Reports with “white out” will not be accepted
  - For mileage - list date, destination, and mileage. Use of a Board member’s automobile will be reimbursed at the current applicable Internal Revenue Service mileage rate.
  - For Parking costs - substantiate by receipts, or indicate if parking meters are utilized.
  - For hotel expenses - provide a paid, itemized hotel receipt. Only the room charges and any taxes paid should be indicated under the “hotel” expense

heading. All other expenses listed on the hotel bill must be allocated to the appropriate expense heading.

- For meal expenses - attach meal receipts to the expense report, in the order of occurrence, and total meal charges for each day.
- Indicate if the expense is for a program (for example Board Training).
- Attach all receipts
- Signature of member requesting reimbursement (must contain signatures rather than initials to confirm authenticity).

3. Sufficient documentation, including receipts, is required for all expenses. Receipts must be attached to an 8 1/2 x 11" sheet of paper and numbered in the order of occurrence. If a tear-off check stub is used as a receipt, the stub must reflect the date, name of the business, and the amount charged. If no receipt is available, you must indicate "NR" on the expense report. If you use a personal check, a copy of the canceled check will serve as proof of payment.

## **Related Documents**

Gift Acceptance Policy  
Conflict of Interest Policy  
Expense Reimbursement Form  
Bylaws



# FISCAL CONTROLS

Version: 1

Date of Approval:

## Purpose

The Board believes in implementing and following fiscal management practices to ensure that the School's funds are appropriately managed in order to support the School's mission and avoid any liability that could be attributed to the Board resulting from mismanagement.

## Policy

School funds will be budgeted, accounted for, expended, and maintained in an appropriate fashion and in accordance with Federal and State requirements. The following procedures have been established to facilitate this.

## Procedure

### A. Budgets

Working with Connections Academy, LLC<sup>3</sup>, its educational services provider, the School's Treasurer will coordinate the preparation of an annual operating budget with estimated revenue and expenditures in the spring prior to May 1 for the following fiscal year, defined as the twelve-month period ending June 30, unless otherwise required by law or other contract. The Board shall plan to review and approve the budget prior to May 1 of each year. Connections Academy, LLC will prepare a fiscal year forecast based upon updated assumptions before the opening of the new School year. Approved annual operating budgets will be submitted to the all appropriate entities required by law in the format required by statute and/or regulation and by required deadlines.

Approved budgets will be used to monitor the financial activities of the year via the monthly financial reports. In addition, Connections Academy, LLC, as necessary, will prepare cash flow analysis, and budget projections, and budget revisions, for upcoming fiscal years for review.

As part of the budget process, and/or at the time of hiring or increasing the compensation of the Principal of the School, the Board will review a comparison of salaries for chief executives (principal, director, administrator, etc.) at other similar schools and make a determination, to be recorded in the minutes of the Board, that the proposed compensation is reasonable.

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<sup>3</sup> Connections Academy LLC is the current educational services provider. This function would be carried out by the new provider upon a change in the provider.

## **B. Controls, Budget, and Fiscal**

The School will maintain the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the board-adopted budget, (2) the School's funds are managed and held in a manner that provides a high degree of protection of the School's assets, and (3) all transactions are recorded and documented in an appropriate manner:

### **1. Segregation of Duties**

The School will develop and maintain simple check request and purchase order forms to document the authorization of non-payroll expenditures. These expenditures will primarily be those expenditures not covered under the monthly invoice from Connections Academy, LLC. The monthly invoices from Connections Academy, LLC will be approved and/or ratified by action of the Board. All proposed expenditures must be approved by the Principal, who will review to determine whether it is consistent with the Board-adopted budget, and sign the check request form or approve the invoice. All check requests and purchase orders over One Thousand (\$1,000) Dollars must be co-signed by two Board Members who have been approved as a signatory on the School's checking account. Payments for invoices for operational services contracted by the School, and previously approved by the Board, including those for services provided by Connections Academy, LLC, do not need to be countersigned.

All transactions will be posted on an electronic general ledger by a bookkeeper or Treasurer until the school has a bookkeeper. This ledger will be maintained either with a local contracted bookkeeper or Treasurer until the school has a bookkeeper, or with Connections Academy, LLC. To ensure segregation of recording and authorization, the bookkeeper or Treasurer may not co-sign check requests or purchase orders.

### **2. Banking Arrangements/Reconciliation**

The School will maintain its accounts at a federally insured commercial bank or credit union in the State of operation as approved by the Board in compliance with the respective state law. Funds will be deposited in non-speculative accounts including federally insured savings or checking accounts or invested in non-speculative federally backed instruments. For all funds, the Board must appoint and approve all individuals authorized to sign checks in accordance with these policies.

Bank statements from private banking institutions will be sent directly to the School's bookkeeper or Treasurer if none, for reconciliation. A report of the reconciliation will be provided to the Board Treasurer on a monthly basis.

### **3. Purchasing Procedures**

This section applies to purchases made by the School, and does not apply to purchases made by Connections Academy, LLC pursuant to the Professional Services Agreement with the School. All purchases over Five Thousand (\$5,000) Dollars must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Chair shall not approve purchase orders or check requests lacking such documentation and must

comply with the School's Procurement Policy. Documentation shall be attached to all check and purchase order requests showing that at least two (2) vendors were contacted and such documentation shall be maintained for three (3) years. If specialty goods are not available through multiple vendors, documentation may include this information in lieu of a cost comparison.

No public funds shall be expended for the purchase of alcoholic beverages.

The Principal or designee may purchase supplies, materials, equipment, and services up to the amounts specified in the approved budget or per an approved Board action, while ensuring the above procedures are followed

#### **4. Record Keeping**

Transaction ledgers, invoices, receipts, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by a local contracted bookkeeper or by Connections Academy, LLC, in accordance with state law and as required in the professional services agreement signed by the School in a secure location for at least seven (7) years as set out in the Records Retention Policy, or as long as required by applicable law, whichever is longer. Appropriate back up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the School.

#### **5. Fixed Assets**

The local contracted bookkeeper or Connections Academy, LLC shall establish and maintain and regularly update a listing of all computers, equipment and furniture purchased by the School of a value of over One Thousand (\$1,000) Dollars. This list shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. The School shall maintain a segregated list of assets that were purchased with non-public funds, where applicable.

#### **6. Cash Collections**

All incoming checks or cash will be verified and entered into a deposit log in accordance with any internal control procedures developed by the school. All checks will be restrictively endorsed promptly. Receipts will be issued upon request. When checks are taken for deposit, the person taking the checks will sign a separate log with the date and total amount taken for deposit. The deposit log will be provided to the person reviewing the bank statements for comparison with the deposit record on the bank statements. All cash and checks will be kept locked in the School office prior to deposit. Deposits should be made as soon as possible on receipt of checks and/or cash and with a target of within twenty-four (24) hours of receipt.

#### **7. Attendance Accounting**

The Principal will establish and maintain an appropriate attendance accounting system to ensure the School receives appropriate attendance credit. The annual audit will review actual

attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with applicable state regulations.

## **8. Annual Audit**

The Board shall annually contract for the services of an independent public accountant to perform an annual fiscal audit in compliance with State law. The audit shall cover the business of the School during the full fiscal year; be a financial audit conducted in accordance with generally accepted auditing standards; and, include, but not be limited to, (1) an analysis of the School's compliance with applicable laws and regulations; (2) any recommendations for improvement by the School; (3) any other comments deemed pertinent by the auditor, including the auditor's opinion regarding the financial statements; (4) an audit of the accuracy of the School's financial statements, (5) an audit of the School's attendance accounting records, and (6) an audit of the School's internal controls practices. If the School receives over Five Hundred Thousand (\$500,000) Dollars from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The audit shall be completed and submitted to the Board for review at a public meeting as soon as reasonably possible following the close of the fiscal year for which the audit is conducted and as mandated by state, charter or other law. Copies of the Audit will also be forwarded to any entities or public agencies, as required by the respective state's Charter School law, the charter and state regulations.

The Audit engagement and review process may be conducted by the Board's Audit/Finance Committee on behalf of the Board.

## **9. Fiscal Reports**

The following reports will be prepared for the School, maintained by Connections Academy, LLC on a monthly basis, and reported to the Board and/or its Treasurer:

- Revenue and Expense Statement for the current fiscal year – showing actual results for the months already past and forecasts for future months
- Balance Sheet
- Bank Reconciliation – listing all of the deposits and withdrawals for the period under review with descriptive headings
- Accounts Payable Detail – showing the vendor name, the invoice amount, who paid the invoice, and when; in addition, the Board Treasurer will receive a copy of all invoices on this schedule
- Payroll Registers if applicable
- Connections Academy, LLC Invoices – showing the fees for the month, drawn off of the revenue and expense statement and the accounts payable detail report
- Enrollment & Attendance Reports – showing the demographic makeup of the students who have enrolled in the School as well as other related statistical data

## **10. Property and Liability Insurance**

Connections Academy, LLC shall ensure that the School retains appropriate property and liability insurance coverage in accordance with the respective state law. Board Directors and Officers liability insurance shall also be obtained. Insurance will be kept in force at all times with

any minimum limits as outlined in the charter, state law, and professional services agreement between the School and Connections Academy, LLC.

### **11. Contract Signing Authority**

Unless otherwise authorized or designated by the Board, all contracts entered into by the School for a monetary amount over Five Thousand (\$5,000) Dollars shall require the signature of the President. Routine contracts for the operation of the School such as for field trips, state testing proctors and testing sites, janitorial services etc. in a monetary amount of less than Two Thousand (2,000) Dollars will be signed by the two signers. All orders for payment of money to a member of the Board may only be drawn for travel expenses, or subsistence allowances.

### **12. Corporate Tax Returns**

The Board will annually engage someone to prepare and submit the annual tax returns (Form 990) for the corporation. The Board (and/or the Audit/Finance Committee of the Board) will annually review its policies and practices to be sure it is complying with any regulations or requirements of the Internal Revenue Service. Prior to submission of the tax returns, the financial consultants and/or staff of the school will review the tax returns for accuracy. Following completion of a final draft of the tax returns, the Board will review and approve the returns at a meeting prior to the submission deadline. Appropriate extensions may be filed when needed. Typically, an annual extension from the November deadline to February is expected as the annual audit has not been conducted prior to November 15. Other extensions may be filed if necessary to allow for Board review of the tax returns prior to submission.

### **13. Petty Cash**

At the direction of the Board, a petty cash fund, not to exceed Three Hundred (\$300) Dollars, may be established with an appropriate ledger to be reconciled monthly by the independent bookkeeper or Treasurer, who shall not be authorized to expend petty cash.

## **Related Documents**

- Records Retention Policy
- Board Designee Policy
- Check Request Form
- Purchase Order Form
- Conflict of Interest Policy



# Check Request

Department: \_\_\_\_\_

Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_ Zip Code: \_\_\_\_\_

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

\$

Amount of Check

Explanation - Use of Funds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Handling:

U.S. Mail  
 Interoffice Mail  
 Call for Pickup ext.# \_\_\_\_\_  
 Federal Express \*  
 Other

*\* Your Dept. will be charged for FedX Shipping*

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

Budgeted?:  Yes  No

GL Account: \_\_\_\_\_  
Department (s) to Be Charged: \_\_\_\_\_  
Category: \_\_\_\_\_ Location: \_\_\_\_\_

Invoice Attached?  Yes  No  
*Please attach supporting documentation*

Requested By: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Location: \_\_\_\_\_

Approved By: \_\_\_\_\_

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

Approved By: \_\_\_\_\_

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

Please forward Check Requests and supporting documents directly to the Accounts Payable Department.



# GIFT SOLICITATION AND ACCEPTANCE

Version: 1

Date of Approval:

## Purpose

The Board is committed to high standards of ethical conduct. The acceptance of personal gifts of significant value by Board members could expose the Board to a Conflict of Interest. The purpose of this policy is to protect the Board from any possible Conflict of Interest or appearance of impropriety by prohibiting Board members from soliciting or accepting personal gifts of significant value.

## Policy

Board members and their immediate family members (as defined in Conflict of Interest Policy) are prohibited from soliciting or accepting any substantial personal gift offered as a result of the member's position on the Board. Unless otherwise prohibited by law, a Board member may accept a personal gift if the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited if their aggregate value exceeds fifty (\$50) dollars.

## Procedure

### Board

Unless prohibited by law, Board members and their immediate family members may accept a personal gift where the value of the gift does not exceed fifty (\$50) dollars. Multiple gifts from a single source in any calendar year are prohibited.

Before a Board member or their immediate family member may accept any personal gift that exceeds the fifty (\$50) dollars set amount, the Board member must submit the matter to Board counsel for review. Acceptance of such gift shall require Board approval and may also require additional disclosures to other state entities based on Board counsel's advice<sup>4</sup>.

### Violations of the Policy

If the Board obtains information that a Board member has violated this policy, the Board shall inform the member and afford the Board member an opportunity to explain the alleged violation.

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<sup>4</sup> For California Schools - Pursuant to the Political Reform Act, California Government Code section 81000 et seq., generally Board members may not accept honoraria. Further, Board members may not accept gifts from a single source in any calendar year with a total value of more than \$420. The gift limit is adjusted biennially, and it has been set at \$420 through December 31, 2010.

If the Board determines that the member has violated this policy, the Board shall take appropriate corrective action, which may include but is not limited to return or repayment of the gift, and depending on the circumstances, potentially removal from the Board.

## **Related Documents**

Conflict of Interest Policy

DRAFT

# PROCUREMENT WITH FEDERAL GRANT FUNDS

Version: 1

Date of Approval:

## Purpose

The Policy sets forth the rules, regulations and procedures governing the financial management systems and procurement in connection with the expenditure of the proceeds of federal grants (“Grant Proceeds”) under the Public Charter Schools Grant Program (“Grant(s)”) for goods and services procured by the School.

## Policy

It is the Board’s policy that all Grant Proceeds under the Public Charter Schools Grant Program shall be accounted for, and all goods and services using the proceeds thereof shall be purchased, in accordance with a written procurement and contracts administration system that complies with the federal regulations that govern contracts and procurement, otherwise known as 34 Code of Federal Regulations 80.36, attached hereto and incorporated by reference.

## Procedure

As part of its procurement and contract standards, the School shall:

- Maintain a copy of a signed contract, agreement, or purchase order for services to be performed.
- Describe the conditions under which the contract or agreement may be terminated, including the basis for settlement, for all contracts in excess of \$10,000.
- Document the rationale and procedure used for selecting the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, e.g. in the Board meetings’ minutes. Rationale shall include, but not be limited to, consideration of the following factors in selecting contractors and consultants: ability to perform successfully under the terms and conditions of the proposed contract, demonstrated competence, qualifications, experience, and reasonableness of costs, integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Use price as the primary criterion for purchasing all goods and services, when all other factors are equal.
- Contract only with individuals not employed by the School unless otherwise approved by the Board.

- Require that no employee, officer or agent of the School shall participate in the selection, award or administration of a contract where conflicts of interest, real or apparent, are involved.
- Maintain records on the services performed, including but not limited to, the date the service was performed and the purpose of the service, and ensure that the services are consistent and satisfactory with those described in the signed contract/purchase order.
- Make payments only after the service is performed, unless any other payment structure is necessary, and prior approval is obtained from the Board.

### **Related Documents**

Financial Management Systems and Procurement Policies for Federal Grants – Public Charter Schools Grant Program -34 Code of Federal Regulations 80.36

DRAFT

# FINANCIAL MANAGEMENT SYSTEMS AND PROCUREMENT POLICIES FOR FEDERAL GRANTS – PUBLIC CHARTER SCHOOLS GRANT PROGRAM

The School shall establish such fiscal control and accounting procedures with respect to the Grant Proceeds that are sufficient to:

(1) Permit preparation of reports required by this Policy and by the statutes authorizing the Grant; and

(2) Permit the tracing of Grant Proceeds to a level of expenditure adequate to establish that the Grant Proceeds were not used in violation of this Policy, the terms of the Grants or the restrictions and prohibitions of statutes that apply to the Grants.

(b) The School's financial management systems must meet the following standards:

(1) *Financial reporting.* Accurate, current and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the Grant.

(2) *Accounting records.* The School must maintain records that adequately identify the source and application of the Grant Funds provided for financially-assisted activities. These records must contain information pertaining to all Grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) *Internal control.* Effective control and accountability must be maintained for all Grant Proceeds, including all real and personal property, and other assets. The School must adequately safeguard all such property and must assure that it is used solely for authorized purposes under the Grant.

(4) *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for each Grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the Grant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) *Allowable cost.* Applicable OMB cost principles (found in OMB Circular A-21), agency program regulations, and the terms of Grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) *Source documentation.* Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and any subgrant award documents, etc.

(7) *Cash management.* Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the School must be followed

whenever advance payment procedures are used. The School shall comply with the procedures established by the respective State Department of Education (“Department”) (i) to ensure the receipt of reports on the School’s cash balances and cash disbursements in sufficient time to enable the Department to prepare complete and accurate cash transactions reports to the awarding agency, (ii) allow the Department to make drawdowns as close as possible to the time of making disbursements, in cases when advances are made by letter-of-credit or electronic transfer of funds methods, and (iii) to allow the Department to monitor cash drawdowns by the School to assure that they conform substantially to the same standards of timing and amount as apply to advances to the Department.

(c) An awarding agency may review the adequacy of the School’s financial management system of as part of a pre-award review or at any time subsequent to award.

## 1. Equipment

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under the Grant vests upon acquisition in the School.

(b) *School Obligations.* The School will use, manage, and dispose of equipment acquired under the Grant in accordance with the following paragraphs (c) through (e).

(c) *Use.*

(1) Equipment shall be used by the School in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The School shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) The School must not use equipment acquired with Grant Proceeds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the School may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* The School shall establish procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with Grant Proceeds, until disposition takes place, that will, as a minimum, meet the following requirements:



(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the School is authorized or required to sell the equipment/property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under the Grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) If the School fails to take appropriate disposition actions, the awarding agency may direct the Department or the School to take excess and disposition actions.

(f) *Federal equipment.* If the School is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) The School will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the School will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. If such a transfer is made, it is subject to the following standards:

(1) The property shall be identified in the Grant or otherwise made known to the Department in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow the requirements of Section (e) above.

(3) When title to equipment is transferred, the Department shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

## **2. Supplies**

(a) *Title.* Title to supplies acquired under the Grant will vest, upon acquisition, in the School.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the School shall compensate the awarding agency for its share.

## **3. Procurement**

(a) *School Obligations.* When procuring property and services under the Grant, the School will follow paragraphs (b) through (i) in this section 3.

(b) *Procurement standards.*

(1) The School will use their own procurement procedures which reflect State and local laws and regulations applicable to the School, provided that the procurements conform to applicable Federal law and the standards identified in this section 3.

(2) The School will maintain a contract administration system, which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) The School will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the School shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) the employee, officer or agent, (ii) any member of his immediate family, (iii) his or her partner, or (iv) an organization which employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for award. The School's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. The School may set

minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the School's employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) The School shall review all proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, the School will, when reasonably appropriate, enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) The School will use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) The School will, when reasonably appropriate, use value engineering clauses in contracts or construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) The School will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) The School will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) The School will use time and material type contracts only (i) after a determination that no other contract is suitable, and (ii) if the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) The School alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the School of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the School unless the matter is primarily a Federal concern, and violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) The School will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the School (and the State, if applicable) before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency are limited to (i) violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities), and (ii) violations of the School's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the School.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards set forth in this Section 3. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) The School will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The School will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material product, or service to be procured. Such description shall not, in competitive

procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) The School will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the School will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed:*

(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) *Procurement by sealed bids (formal advertising).* Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Section 3(d)(2)(i) below apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) *Procurement by competitive proposals.* The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) The School will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The School may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) The School may be required to submit the proposed procurement to the awarding agency for preaward review in accordance with Section (g) below.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

(1) The School will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 3(e)(2) (i) through (v) above.

(f) *Contract cost and price.*

(1) The School must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the School must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) The School will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under the Grant will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see 34 CFR § 80.22 attached). The School may reference its own cost principles that comply with the applicable Federal cost principles.

(4) The "cost plus a percentage of cost" and "percentage of construction" cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) The School must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the School desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) The School must, on request, make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:



(i) The School’s procurement procedures or operation fails to comply with the procurement standards in this Section 3; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a “brand name” product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) The School will be exempt from the pre-award review in Section 3(g)(2) if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) The School may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) The School may self-certify its procurement system. Such self-certification shall not limit the awarding agency’s right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the School that it is complying with these standards. The School will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (i.e., \$100,000), the awarding agency may accept the bonding policy and requirements of the School provided the awarding agency has made a determination that the awarding agency’s interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantees from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* *The School’s contracts must contain provisions in this Section 3(i).* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold, i.e., in excess of \$100,000).

(2) Termination for cause and for convenience by the School, including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by the School and its contractors).

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by the School when required by Federal grant program legislation).

(6) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by the School in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the Department, the School, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any

books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after the School make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) *Contracting with faith-based organizations.*

(1) (i) A faith-based organization is eligible to contract with the School on the same basis as any other private organization, with respect to contracts for which such other organizations are eligible.

(ii) In the selection of goods and services providers the School shall not discriminate for or against a private organization on the basis of the organization's religious character or affiliation.

(2) The provisions of 34 CFR §§ 75.532 and 76.532 (attached) applicable to the School apply to a faith-based organization that contracts with the School, unless the faith-based organization is selected as a result of the genuine and independent private choices of individual beneficiaries of the program and provided the organization otherwise satisfies the requirements of the program.

(3) A private organization that engages in inherently religious activities, such as religious worship, instruction, or proselytization, must offer those services separately in the time or location from any programs or services supported by a contract with the School and participation in any such inherently religious activities by beneficiaries of the programs supported by the contract must be voluntary, unless the organization is selected as a result of the genuine and independent private choices of individual beneficiaries of the program and provided the organization otherwise satisfies the requirements of the program.

(4) (i) A faith-based organization that contracts with the School may retain its independence, autonomy, right of expression, religious character, and authority over its governance.

(ii) A faith-based organization may, among other things:

(A) Retain religious terms in its name

(B) Continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs;

(C) Use its facilities to provide services without removing or altering religious art, icons, scriptures, or other symbols from these facilities;

(D) Select its board members and otherwise govern itself on a religious basis; and

(E) Include religious references in its mission statement and other chartering or governing documents.

(5) A private organization that contracts with the School shall not discriminate against a beneficiary or prospective beneficiary in the provision of program services on the basis of religion or religious belief.

(6) A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited when the organization contracts with the School.

DRAFT

# PUBLIC COMMENT

Version: 1

Date of Approval:

## Purpose

The Board welcomes public comment at its meetings and is committed to providing meaningful opportunities for members of the public to participate. Given the nature of the School being virtual, the purpose of this policy is to take into account the special logistics of the Board meetings and address telephone access.

## Policy

The Board encourages members of the public to offer comments and express opinions on both specific actions to be taken by the Board, as well as any other issue directly related to the operation of the School. In accordance with this policy, any individual may address the Board on agenda or non-agenda items during the public comment period as long as they meet any legal provisions governing participation at public meetings. Individuals may present either in-person or by telephone.

## Procedure

Individuals are strongly encouraged to discuss their comments and concerns with appropriate school staff members, administrators, and/or Board members before directing such comments to the entire Board during a meeting.

Each Board meeting agenda shall have a time designated for “public comment.”

## In-person participants

To be recognized by the Chair, an individual must provide their name and a short description of the agenda item they wish to comment on to the Chair, along with any materials they want to have distributed to Board members, before the scheduled start of the meeting. The Chair will then announce the individual’s name at the appropriate time during the meeting. Each individual will be granted up to three (3) minutes to make his or her presentation. If requested, the Chair may grant additional time to individuals, circumstances permitting. After completion of any such presentation, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present may come forward and make his or her presentation (which may be limited to three (3) minutes at the Chair’s discretion).

Individuals desiring to make a formal presentation to the Board on an item not on the agenda but desiring it be placed on the agenda must provide notice and written submissions detailing the subject of the presentation to the School Principal at least fourteen (14) days prior to the meeting. Any such presentations shall not exceed fifteen (15) minutes in duration, unless otherwise permitted by the Chair. In addition, an individual may raise the issue during public comment and

request that it be placed on a future agenda. No action can be taken by the Board until such item has been included on an agenda in accordance with the Open Meeting Laws.

### **Teleconference participants**

Individuals who wish to address the Board telephonically should contact the School Principal by phone or by email at least twenty four (24) hours before the scheduled start of the Board meeting. The individual shall provide his/her name, a phone number where he/she may be reached during the meeting, and a short description of the topic he/she wishes to address. If the individual wants to provide any written materials to the Board, these should be emailed to the School Principal at least twenty four (24) hours before the scheduled start of the meeting. The School Principal will list these requests in the order in which they are received and provide them, along with copies of any materials submitted to the Board's Chair before the start of the meeting. Individuals who wish to participate will be called at the number they provided in the order in which they contacted the school, and will be granted up to three (3) minutes to make the presentation. If requested, the Chairperson may grant additional time to individuals, circumstances permitting. After completion of such presentations, the Chair shall ask whether there is any further public comment on the item at which time any member of the public present (telephonically or otherwise) may make his or her presentation (which may be limited to three minutes at the Chair's discretion).

Telephonic participants should be aware that there is no established time when they may be contacted to speak except that they will be called after the scheduled start of the meeting and before the Board considers the items the participant wishes to address. The total time for any individual to present, either in person or via telephone, shall not exceed three (3) minutes (depending upon the number of speakers), unless the Board grants additional time. Individuals who are attending the meeting in person may be given the first preference in speaking and for the duration requested.

In addition to the above, any Board member may ask a member of the public present to answer brief questions or make comments on an agenda item under discussion in order to gather information before deliberating on a decision.

Members of the public who require special accommodations to be able to attend the Board meeting should contact the School Principal or the specific contact person designated on the agenda for that meeting, at least twenty four (24) hours prior to the meeting to make appropriate arrangements for attending the meeting.

### **Related Documents**

None

# RECORD RETENTION

Version: 1

Date of Approval:

## Purpose

The orderly acquisition, storage, and retention of school records are essential for the overall efficient and effective operation of the school. The Board adopts this policy to ensure that the School's records and documents are appropriately retained and only destroyed in accordance with appropriate legal retention periods.

## Policy

School documents and records will be maintained and destroyed in accordance with a document retention schedule. The School's Records Custodian will ensure that the policy is followed and retention schedules are adhered to at the School. The Board shall maintain and destroy records according to the same policy as the School.

## Procedure

All original documents in possession of the Board are the property of the School and are not to be removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law, or under the rules adopted by the Board.

Outgoing Board members must deliver any records in their possession to their successors and may not remove, transfer, or destroy any records to which they had access.

A retention schedule will be created to safeguard the various categories of School documents, which include but are not limited to, Board minutes and packages, personnel files, audit reports, student records, attendance records, and financial records. These will be added to this policy as they are developed. The Records Custodian shall maintain a copy of the School's record retention schedule and develop procedures to implement and monitor the policy. The Records Custodian will ensure that the School follows the policy and adheres to the retention schedules.

Additionally, the Records Custodian shall complete a records disposal form that provides notice as to when records are to be disposed of according to the pre-approved record retention schedule ("Certificate of Records Disposal Form").

A copy of each completed Certificate of Records Disposal Form shall be retained by the Records Custodian.

## Related Documents

Records Retention Schedule – Financial Records  
Certificate of Records Disposal Form

## DOCUMENT RETENTION – FINANCIAL RECORDS

FINANCIAL DOCUMENTS	MINIMUM RETENTION REQUIREMENT
<b>Accounts Payable Ledgers and Schedules</b>	7 years
<b>Audit Reports</b>	Permanently
<b>Bank Reconciliations and Statements</b>	7 years and/or until all federal and state audit requirements have been met.
<b>Checks</b> (for important payments and purchases)	7 years or after item purchased is no longer owned.
<b>Correspondence</b> – customers/vendors	Depends on issue in correspondence and whether there is a contract; if potential litigation - until threat of litigation has passed; if contract claim is possible, 4 years or until potential claim or legal statute of limitations has dissipated.
<b>Depreciation Schedules</b>	While active + 3 years
<b>Expenses and Purchases</b> – Documentation can include: cash register tapes, account statements, canceled checks, invoices, credit card sales slips. Separate deductible expenses in the event organization pays unrelated business income tax.	7 years
<b>Gross Receipts</b> -amounts received from all sources. Documents that support gross receipts include: cash register tapes, bank deposit slips, receipt books, invoices, credit card charge slips, and Form 1099-MISC	7 years
<b>Year-end financial statements</b>	If Audit Report is generated by organization- 7 years; if no audit is conducted and year-end financial report is used in place of audit – permanently.



**SAMPLE - TO CREATE FORM FOR SCHOOL**

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES  
**INFORMATION MANAGEMENT**  
 4200 SURFACE ROAD  
 COLUMBUS OH 43228-1395  
 614.752-0003 VOICE

<b>MEDIUM CODES</b> P- PAPER MMICROFILM E-MACHINE READABLE RECORD	<b>DISPOSAL CODES</b> B-BURN S-SHRED W-DISPOSED OF AS WASTE PAPER E-ERASURE A-ARCHIVES
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**CERTIFICATE OF RECORDS DISPOSAL**

Agency		Division-Institution	Section - Unit					
Authorization No.	Agency Series No or General Schedule No	Record Series Title	Inclusive Dates of Records		Volume Disposed (Cubic Feet)	Date of Disposal	See Codes Above	
			From	To			Medium Code	Method Of Disposal
			Month - Year	Month - Year				
Total								

I hereby certify that the records listed have been disposed of according to approved schedules of retention and destruction or General Schedules authorizing disposal of records as required by Ohio Revised Code Section 149.333. No record has been destroyed which, in my opinion, pertains to any pending case, claim, audit or action.

Authorized Agency Official	Date
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# SOCIAL MEDIA POLICY

Version: 1

Date of Approval:

## Purpose

The Board believes in utilizing online social media sites to foster collaboration and share information about the School, but recognizes the importance of the responsible use of such sites. The purpose of this policy is to provide standards for both professional and personal use of online social media such as blogs, wikis, social networks (Facebook, MySpace, Twitter), virtual worlds, user-generated audio and video (YouTube), or other social media that could impact the School (collectively referred to as “Social Media”).

## Policy

The Board encourages the use of Social Media sites by its members to engage in, learn from, and contribute to the worldwide online dialogue about education. Any such use of Social Media must be responsible, and in accordance with the following procedures.

## Procedure

### General Guidelines

- Individuals should write about what they know. Any statements should be accurate and factual. It is good to be exciting and creative when talking about the School and its program offering, but not to exaggerate or guess. Refer questions to an expert at the School.
- Individuals should always present themselves in a manner consistent with how they want the School to be viewed. Posts are published to the world, and can be seen by colleagues, the School’s students and their parents. Social Media sites tend to blur the lines between personal and professional lives, and public and private information. Communications should be framed accordingly.
- Individuals should restrict access to postings by using privacy settings as appropriate. Because boundaries can be blurred, professional contacts may have access to personal information that is posted if proper filters are not in place.
- Individuals should present the School and its vendors well. Online postings create perceptions about the School, its vendors and its affiliated schools. Any content associated with the School and its vendors should be consistent with the School and vendors’ values and standards of conduct.
- Individuals should be respectful of others. Debate is healthy; disparaging others (including competitors) is not. Outside parties CAN pursue legal action based on content in Social Media.

- Mistakes should be corrected and proper disclosure made of any modifications to postings.
- Individuals should identify themselves by disclosing their role and status. Individuals should clearly state they are speaking for themselves and not on behalf of the School or any of its vendors. Only individuals that have been officially designated by the School or its vendors have the authority to speak on behalf of the School or its vendors.
- Some individuals may have obligations under state law to report child abuse and neglect. Individuals should understand and be aware of any such obligations as they relate to activities related to Social Media.

### **Prohibited Activities**

- The School and its vendors' proprietary and confidential information must be protected and cannot be disclosed. School and vendor financial information, trade secrets, customer information and confidential and personally identifiable information about students shall not be posted.
- Individuals may not violate laws governing copyright and fair use of copyrighted material owned by the School, its vendors or others.
- Official School business should not be conducted on a Social Media site. Board communications should be conducted in accordance with the Open Meeting Laws and Board's policies and practices.
- Individuals should maintain a supervisory, professional, and respectful relationship with all members of the School community.
- Information about students must not be published online. Board members may be privy to student records however need to comply with the Family Rights and Education Privacy Act (FERPA) and cannot disclose such information online.
- Personally identifiable information about colleagues, including photos, must not be posted without their consent.

### **Related Documents**

Confidentiality Policy

# **NEXUS ACADEMY**

## **ATTACHMENT 8**

Education Service Provider  
(ESP) Documentation

**CONNECTIONS EDUCATION TERMS SHEET FOR MANAGEMENT AGREEMENT  
(ACTUAL DRAFT AGREEMENT FOLLOWS)**

Item of Interest to ICSB	Term Proposed in Agreement	Clause in Agreement
A proposed duration of the contract that aligns with the ICSB 5-Year charter term;	Proposed duration five years, in sync with charter term	6.1
roles and responsibilities of the school governing board, the school staff, and the service provider;	<p>Governing Board negotiates contract, approves selection of/evaluates/can demand replacement of Lead School Administrator; collaborates on development of and approves annual budget; and evaluates service provider annually</p> <p>Service provider employs school staff on behalf of Board to implements Board policies and blended learning program licensed by Board.</p>	<p>3.5</p> <p>9.3</p>
scope of services and resources to be provided by the service provider;	<p><b>Educational Products</b> to include Tangible Instructional Materials, Intangible Instructional Materials, Computer Hardware and Software, Office Products and Services, Connexus Education Management System,</p> <p><b>Educational Services</b> to include Relationship Manager, Personalized Learning Plan Protocol, Assessments/Standardized Testing, Administrative Staff, Teaching Staff, Back Office Contracted Services, Educational Resource Center, Instructional Staff Support and Development, Technology Support and Maintenance, Educational and Financial Record-keeping, Services to Special Needs Students, Facilities and Related Services, Financial and Other Reporting, Management of Hardware and Software, and Management of Instructional Materials</p> <p><b>Student Recruiting</b>, Community Education, Website, Enrollment Services</p> <p><b>Protection Against Deficits</b></p>	<p>2</p> <p>3</p> <p>5.4-5.6</p> <p>9.2</p>
performance evaluation measures and mechanisms;	Governing Board receives monthly financial and programmatic reports and conducts annual performance evaluation of Service Provider, and can terminate contract on basis of unsatisfactory performance	3.14 6.3(f)
detailed explanation of compensation to be paid to the	As part of contract negotiations and annual during the budget process, the service provider will	9.1a

provider	present the Governing Board with a detailed line-item Fee Schedule for products and services. In addition, each year the service provider will itemize a breakdown of all charges. See sample following the draft sample management agreement.	9.5
financial controls and oversight	Service provider will invoice the charter school monthly, with invoices paid only upon review by Board Treasurer and Business Officer and approval by Governing Board.	9.1d
methods of contract oversight and enforcement	The Governing Board exercises oversight through employment of its own independent counsel and auditor, through monthly performance and financial reporting, and through annual evaluation and disclosure.	9.1(e)
investment disclosure	Clarification requested for this term.	
conditions for renewal and termination of the contract	The agreement includes a clause for renewal (ideally synchronous with charter term) as well as early termination for a variety of causes, including performance of the service provider. Early termination is proposed to be managed to minimize impact on students.	6.2 6.3

**SAMPLE FEE SCHEDULE  
FOR BLENDED CHARTER SCHOOL**

**Professional Services**

Educational Resource Center	\$126	per student
Human Resources Support	\$1,000	per on-site staff
Technical Support & Repairs	\$50	per student
Enrollment and Records Management	\$40	per student
Accounting and Regulatory Reporting	\$40	per student
Facility Support Services	\$20,000	per physical location

**Educational Products and Service**

Student Technology Assistance (Computers)	\$300	per student laptop issued
School Curriculum Supplies (Teacher Set)	\$500	per grade
Software - Student and SIS (Connexus Platform)	\$600	per student
Hardware/Software - Staff	\$600	per face-to-face staff
Direct Course Instructional Support	\$1,102	per student
Core Courses Grading Support	\$50	per student, per face-to-face course
Blended Curriculum Products and Services	\$500	per student

**Management Services**

Treasury Services	1.50%	of revenue
Marketing Services	0.75%	of revenue
School Administration	6.50%	of revenue
Special Ed Oversight / Liability	2.50%	of revenue

**SAMPLE**

**EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT  
BETWEEN CONNECTIONS ACADEMY OF INDIANA LLC AND BETTER BLENDED  
LEARNING FOR INDIANA**

(\_\_\_\_\_ 2012)

This **EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** (“Agreement”), is made and entered into by and between **CONNECTION ACADEMY OF INDIANA LLC**, an Indiana limited liability company (“Connections”) and **BETTER BLENDED LEARNING FOR INDIANA**, a non-profit education corporation holding a charter for **NEXUS ACADEMY OF INDIANAPOLIS** (the “Charter School”) (individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Charter School has requested or secured authorization from the Authorizer (as hereinafter defined) to operate a blended charter school pursuant to the applicable Charter School Law;

**WHEREAS**, Connections has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of charter schools, including but not limited to providing the “Educational Products and Services” as defined in Section 1.13 below;

**WHEREAS**, the Charter School desires to contract with Connections to provide such Educational Products and Services, and Connections desires to contract with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and Connections are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by Connections on behalf of the Charter School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Definitions.**

1.1 **“Academic Year”** shall mean the school year as defined by the School Calendar (as defined in Section 1.24).



1.2 **“Administrative Staff”** shall include the employees of Connections holding the positions described in Section 3.5.

1.3 **“Affiliate”** shall mean any entity controlling, controlled by, or under common control with, Connections. Pearson PLC and its affiliates shall be deemed Affiliates of Connections.

1.4 **“Authorizer”** shall mean the Indiana Charter School Board.

1.5 **“Blended Learning”** shall mean an educational model that combines online curriculum, technology-facilitated instruction, and face-to-face instruction, and tracks all educational activities with school management software.

1.6 **“Budget”** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 9.

1.7 **“Charter”** shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.8 **“Charter Petition”** shall mean the application to the Authorizer for authorization of the Charter of the Charter School submitted to the Authorizer by the Charter School Board on \_\_\_\_\_ (as the same may be amended, modified or supplemented from time to time).

1.9 **“Charter School Board”** shall mean the Board of Directors of the Charter School.

1.10 **“Charter School Law”** shall refer to Title 20, Article 24 of the Indiana Code.

1.11 **“Confidential Information”** shall have the meaning set forth in Section 10 of this Agreement.

1.12 **“Course(s)”** shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Indiana in order to be recognized for high school credit in grades 9-12.

1.13 **“Educational Products and Services”** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.14 **“Effective Date”** shall be the date first written above.

1.15 **“Eligible Students”** shall have the meaning set forth in Section 5 of this Agreement.

1.16 **“Enrolled”** shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of their acceptance in the Charter School; (c) has not been expelled from the Charter School; (d) has not been withdrawn from the Charter School by the parents or guardians or by the Student themselves if they are legally permitted to do so; (e) has not been withdrawn from the Charter School for lack of attendance or participation; (f) has not enrolled in another full-time public or private school; and (g) for whom the enrollment requirements of the Charter School have been met.

1.17 **“Instructional Materials”** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.18 **“On-Site Teachers”** are Teachers employed by Connections in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. .

1.19 **“Parent/Guardian”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or emancipated.

1.20 **“Performance Review”** shall mean a review of Connections’ performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with Connections.

1.21 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.1 of this Agreement.

1.22 **“Program Assistants”** shall mean employees of Connections who perform the responsibilities described in Section 3.6(e).

1.23 **“Program Guide”** shall mean the description of the curriculum and instructional program offered by Connections that is published annually.

1.24 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. Connections will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Indiana law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.25 “**School Handbook**” shall mean the set of policies, rules and guideline that are to be followed by Students and their Parents/Guardians. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.26 “**Special Needs Students**” shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.27 “**Student**” shall mean a child who is Enrolled in the Charter School.

1.28 “**Student Records**” shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g(a)(4)(A), which the Charter School or Connections is required to retain in accordance with state law.

1.29 “**Teachers**” are persons employed by Connections who provide educational instruction to Students.

1.30 “**Term**” shall have the meaning set forth in Section 6 of this Agreement.

1.31 “**Virtual Teachers**” are Teachers employed by Connections in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement.

## **2. Educational Products to be Provided by Connections.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time to time upon the mutual agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be subject to reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to Connections for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by Connections to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the

Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its Affiliates, and/or their vendors, or both, as the case may be. Connections shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. Connections may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. Connections and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, Connections may provide either version.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sublicense to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet<sup>®</sup> tutorials and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to Connections for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by Connections to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. The Charter School may lease from Connections: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter Petition or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Charter School Board. The Charter School shall not be responsible for ensuring the return to Connections of Hardware and/or Software supplied by Connections to Students, Administrative Staff or

Teachers. However, to the extent that such Hardware and/or Software is not recovered, Connections may invoice Students, unless prohibited by law for any Hardware and/or Software not returned. Connections and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Parent/Guardian, Administrative Staff, or Teachers obtains ownership of any such Hardware and/or Software. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with Connections to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by Connections.

2.4 Office Products and Supplies. The Charter School may engage Connections to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School (“Office Products and Supplies”). The Charter School acknowledges and agrees that Connections, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by Connections to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with Connections to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.5 Education Management System. Connections will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited sub-license during the Term for the use of Connexus<sup>®</sup>, the Education Management System (“EMS”) used by Administrative Staff, Teachers, Students, Parents/Guardians and other individuals required or otherwise authorized to access the system in order to provide or receive the Educational Services specified in this Agreement. The EMS will include features and functions required to meet the requirements of the Charter Petition including: Assignment Management and Tracking, Communication Tools and Reporting. Connections may update the features and functions of the EMS from time to time. The Charter School acknowledges and agrees that Connections is the sole owner of its EMS through which certain of the Educational Services are delivered, and any content contained in the EMS is owned by Connections or its licensors/vendors. This Agreement does not constitute a transfer by Connections to the Charter School, Administrative Staff, Teachers, Students, or Parents/Guardians of any intellectual property rights in its EMS or any content contained in the EMS. All right, title, and interest in and to the EMS and any content contained in the EMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections and its licensors.

### **3. Educational Services.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Relationship Manager. One or more employees of Connections shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

3.2 Personalized Learning Plan Protocol. A Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Indiana or required by the Charter.

3.3 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Indiana’s standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment designed to measure a Student’s level against state standards, which will generally be administered to Students enrolled during the first two (2) months of the Academic Year and those Enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Charter School Board and Connections; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.4 Standardized Tests. All Students shall be required to participate in the State of Indiana’s standardized tests to the same extent as students enrolled in any other Indiana public school. Connections shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

#### 3.5 Administrative Staff.

(a) Lead School Administrator. Connections shall employ a person who shall be designated as the “Principal” of the Charter School. Connections’ selection of the Principal shall be approved by the Charter School Board. The Principal, if there is only one such position, or the Director, if there is more than one Principal, or a Teacher, if acting as the Lead School Administrator if there is no Principal, shall be sometimes hereinafter referred to as the “Lead School Administrator”.

(b) Other Clerical or Support Administrative Positions. Connections may also employ one or more individuals in clerical or support positions as may be required to support school operations.

(c) Responsibility. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The On-Site Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the Executive Director of School Programs, or his/her designee, subject to oversight by the Charter School Board. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Services and shall report to Connections as to the operation of the Charter School.

(d) Replacement of Lead School Administrator. The Charter School Board shall participate annually in Connections' evaluation of the Lead School Administrator. The Charter School Board shall have the right to request that Connections replace the Lead School Administrator, in the event that the Charter School Board is dissatisfied with his or her performance, and so notifies Connections in writing. Upon such written request, Connections shall promptly take steps to replace the Lead School Administrator. In addition, Connections may replace the Lead School Administrator at any time; provided that the Lead School Administrator's replacement and compensation shall be reviewed and approved by the Charter School Board. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to Students.

(e) Program Assistants: Connections may also employ one or more individuals as Program Assistants. Program Assistants shall be responsible for non-instructional aspects that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Lead School Administrator.

(f) Other Administrative Staff. Connections may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.

### 3.6 Teaching Staff.

(a) Employment of Teachers. Connections will employ one or more persons designated as On-Site Teachers who will work face-to-face with students at the Charter School. In addition to the On-Site Teachers, Connections shall employ Virtual Teachers who will be responsible for providing on-line instruction in connection with elective Courses and extracurricular programs offered to the Students as part of the Blended Learning Model. . Connections shall be responsible for recruiting, training, and assigning Teachers. All Teachers shall hold a valid teaching certificate and each On-Site Teacher will hold an Indiana teaching certificate, permit or other document required by the State of Indiana or as required by applicable state or local law. These requirements may be waived with the prior written approval of the Charter School Board: (a) for self-instruction by Students Enrolled in the accredited National Connections Academy private school in elective Courses for which there is insufficient demand to support a full-time Teacher, or (b) only with respect to electives, where there is no Indiana-certified Teacher available to teach a Course. In order for Students to receive transfer credit for such Courses, it must be approved by the Charter School Board. Connections and the Lead School Administrator will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Lead School Administrator shall provide a prompt report to the Charter School Board and Connections on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies Connections in writing.

3.7 Contracted Services. Connections shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. Connections agrees to require sufficient background checks, including fingerprinting, as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.8 Educational Resource Center. Connections shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with



such staff being available to Teachers and Students, according to the terms of the School Handbook and other policies and procedures established by Connections. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time.

3.9 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the Connections protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Indiana statutes and regulations that specify professional development requirements.

3.10 Technical Support and Maintenance. Connections shall provide technical support and maintenance for Hardware and/or Software, Teachers and Administrative Staff provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time. Connections will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by Connections, Connections shall provide initial technical support for non-Connections supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. Connections may contract with outside vendors for the provision of all or any portion of the technical support and maintenance required herein.

3.11 Educational and Financial Records. Connections shall provide maintenance of educational and financial records in accordance with state, local and federal requirements. Connections shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Records, as well as educational and financial records shall remain the property of the Charter School, subject to inspection and copying under the Indiana Access to Public Records Act. All such records shall be maintained and housed at the administrative offices of Connections. To the extent any such records are stored in an electronic format, the electronic records shall be accessible through EMS or made available to the Charter School within five (5) business days of the Charter School's written request for such records. Connections may retain a copy of such records subject to the confidentiality requirements of this Section.

3.12 Services to Special Needs Students. Connections and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to

Special Needs Students. On behalf of the Charter School, Connections shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

### 3.13 Office Facilities and Services.

(a) The Charter School may contract with Connections to provide or maintain in good working order a blended school facility, which may include learning spaces for students, offices, capital equipment, or furniture and fixtures.

(i) Any facility provided or managed by Connections shall be ADA-compliant and meet any other requirements of the Charter Petition, Charter School Law, or applicable laws or regulations. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board. Connections agrees that it will have no beneficial financial interest in any approved lease. All leases negotiated on behalf of the Charter School or entered into by Connections on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter Petition, unless otherwise approved by the Charter School Board. In addition, in the event that this Agreement is terminated prior to its expiration, if Connections has entered into the facility lease on behalf of the Charter School, (A) Connections shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, and the Charter School Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by Connections and located in the facility may be purchased by the Charter School at the then-current tax records book value. If Connections has entered into the facility lease on behalf of the Charter School, Connections shall permit the Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

(ii) If the Charter School does not elect to contract with Connections to provide or manage its facilities and capital equipment, furniture and fixtures, then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability and property insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

(b) The Charter School may contract with Connections to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

(c) Internet Access. In order to be Enrolled, each Student must have access to the Internet for a sufficient amount of time to complete on-line components of the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). At a minimum, access must include one computer connected to the Internet at the school facility for each Student. If the Charter School contracts with Connections to provide or manage its facilities, Connections will ensure that the facility is capable of providing sufficient Internet access to each Student. If the Charter School does not elect to contract with Connections to provide or manage its facilities, it will be responsible for ensuring sufficient Internet access at the facility for the Students.

3.14 Financial and Other Reporting. Connections will provide treasury and accounting reports for all Connections activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. Connections will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter Petition, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, Indiana Department of Education or its auditors. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor Connections' performance. Connections specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. Connections shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data will be available to the Charter School Board separately from Connections' operations or any other schools managed by Connections.

3.15 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from Connections, Connections shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with Connections for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by Connections and to assume all liability related to any failure by the Charter School to provide such management services.

3.16 Management of Instructional Materials. Connections will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.17 Other Management Services. Connections will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9.

3.18 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to Connections pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.19 Other. Connections will be responsible to provide such other services not specifically described herein but which are required by the Charter Petition. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9. To the extent that any of the terms, conditions, or provisions of the Charter Petition conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter Petition shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

#### **4. Services Provided to Connections by the Charter School.**

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter Petition, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Other Services. To the extent that the Charter School elects not to contract with Connections for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter Petition.

4.3 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 14.

## 5. Eligible Students.

5.1 Admission Requirements. Any child qualified under the laws of Indiana for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or regulation. Connections will not charge tuition and shall not charge any other fees unless approved by the Charter School Board.

5.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and Connections shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, Connections may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board.

5.3 Priority. Connections agrees to follow the admissions preferences as laid out in the Charter Petition and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

5.4 Recruiting and Community Education. Connections will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

5.5 Public Website. Connections will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

5.6 Enrollment. The Charter School delegates to Connections responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay Connections for any Students it admits who are not eligible. Connections shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Indiana law, Students who do not comply with the terms of the School Handbook may also be withdrawn. Connections will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student's next school. Connections will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. Connections will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

## **6. Term and Termination.**

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of **Month Day, 2017** (the "Initial Term").

6.2 Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional term of \_\_\_\_\_ (\_\_\_) years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party;

(c) By Connections, if the payments to which Connections is entitled under Section 9 of this Agreement are materially reduced as a result of a change in funding provided to the Charter School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

(d) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Indiana law and regulation;

(e) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a blended charter school, as defined by applicable laws and regulations, but only if Connections is

unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(f) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether Connections has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than April 1; or

(g) By either party, in the event that the Parties fail to agree on a Budget in accordance with Section 9.

6.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (d), or (f).

6.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) Connections shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from Connections to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the EMS and other Educational Products and Services shall be discontinued;

(d) Connections shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

**7. Representation Regarding Non-discrimination.**

Connections, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Indiana law.

**8. Health and Safety.**

8.1 Connections specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**9. Financial Terms.**

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by Connections under this Agreement, Connections and the Charter School shall negotiate in good faith a schedule of fees (the “Fee Schedule”) for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively, “Total Revenues”).

(b) Any costs required by the Charter Petition not specifically included in this Agreement shall be paid by the Charter School.

(c) The Parties may agree to have Connections act as its payment agent for various other expenditures not included in the Fee Schedule. Connections will be entitled to reimbursement



for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) Connections will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Indiana law, for any invoices paid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by Connections to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Indiana. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Connections shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of Connections' failure to adequately perform its responsibilities under this Agreement or the Charter, Connections will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

**9.2** : Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to Connections as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, Connections shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds Ten Thousand Dollars (\$10,000), and in the event that credits have previously been issued and not repaid, Connections shall be entitled to the repayment of any such credits without interest.

9.3 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and Connections do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

9.4 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the Charter School is eligible to receive additional revenue over and above the State Aid amounts, Connections will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

9.5 Breakdown of Charges. No later than September 30 of each year during the Term, Connections will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, a sublicense to the EMS, Computer Hardware and Software, etc. This shall not change the amounts due to Connections by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by Connections.

9.6 Sales Tax. The Charter School shall provide Connections with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## **10. Confidential Information.**

10.1 Confidential Information Defined. As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners unless it must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business

strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.11. Connections shall make such information and facilities available to authorized Charter School personnel, Authorizer, Indiana regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.11.

10.3 Protection of Student Records. The Parties acknowledge and agree that under Indiana Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **11. Ownership of Intellectual Property and Tangible Personal Property Supplied by Connections.**

11.1 Intellectual Property. Charter School agrees that Connections or its licensor is the sole owner of the EMS, and Connections, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the EMS (“Content”) made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the EMS, the Intangible Instructional Materials or the Content by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to Connections and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of Connections and its transferees.

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by Connections pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with Connections.

11.3 Trademarks. Connections and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services. Connections trademarks can be found at: : <http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.pdf> (collectively, the “Licensed Marks”). Connections grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up to date version of which can be found at <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name “Connections Academy”, the Connections Academy logo and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

## **12. Indemnification.**

12.1 Indemnification by Connections of the Charter School Board. To the extent not covered by insurance or not barred by any state legislation, Connections shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Charter School Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by Connections, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of Connections shall survive the termination of this Agreement. Connections shall have the right, at its own expense, to participate in the defense of any suit, without relieving Connections of any of its obligations hereunder.

12.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any state legislation, the Charter School shall defend, indemnify and hold Connections and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which Connections, its Affiliates and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any officer, agent, or employee of Connections or its Affiliates, as the case may be. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

12.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

**13. Limitation of Liabilities.**

13.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of Connections or its Affiliates, their directors, officers, employees, or agents.

13.2 In no event will Connections or its Affiliates and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

**14. Insurance.**

14.1 Connections Insurance. Connections will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by Connections, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker’s compensation insurance for any Connections employees provided under the terms of this Agreement. The Charter School may request to be included as an “additional insured” at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

14.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter Petition, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event Connections shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. Connections shall be included as an “additional insured” as to any such coverage. The Charter School will also maintain and keep in force Director and Officer’s Insurance in the amount required by the Authorizer or by the Charter Petition, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

14.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

**15. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:

Nexus Academy of Indianapolis  
c/o Better Blended Learning for

Indiana  
Address to Come

If to Connections:

Connections Academy of Indiana  
LLC  
c/o Connections Education LLC  
Attention: President  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

Cc:

Connections Education LLC  
Attention: General Counsel  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

## **16. Miscellaneous.**

16.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

16.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to Charter School Board, shall not be deemed a violation of this Agreement.

16.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

16.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

16.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

16.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

16.7 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Indiana. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Indiana, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

16.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

16.9 Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter Petition, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

16.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

16.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

16.12 Attendance at Meetings. During the Term, Connections will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate



without the express permission of the Charter School Board. The designated individuals shall also have the right to attend closed or executive sessions where such attendance is not prohibited by applicable law.

16.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

16.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15, 16.1, 16.2, 16.3, 16.5, 16.6, 16.7, 16.9, 16.10, 16.11, 16.13 and 16.14 shall survive the termination of this Agreement.

16.15 Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Indiana, and is not a division or a part of the Charter School. The Charter School is a Indiana not-for-profit education corporation authorized by the Charter School Law and is not a division or part of Connections. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the Charter School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement execute by Connections and the Charter School.

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**BETTER BLENDED LEARNING FOR INDIANA**

**CONNECTIONS ACADEMY OF INDIANA LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A – Certificate of Insurance Requirements**

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

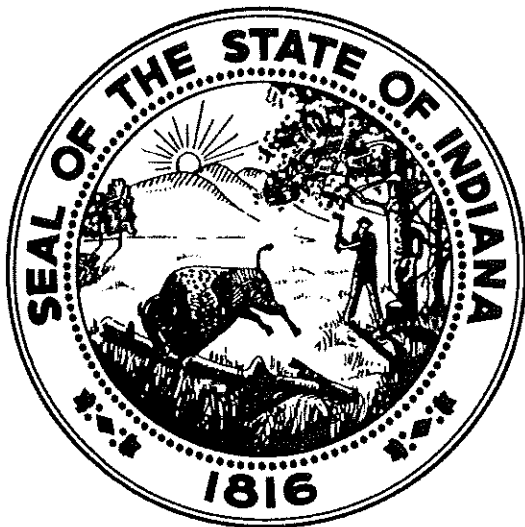
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
of  
**CONNECTIONS ACADEMY, LLC**

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Application for Amended Certificate of Authority of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

**CONNECTIONS EDUCATION LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, March 21, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 21, 2011.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,  
SECRETARY OF STATE



**APPLICATION FOR AMENDED  
CERTIFICATE OF AUTHORITY**

State Form 49462 (R/1-03)

Approved by the State Board of Accounts, 1999

RECEIVED  
IND. SECRETARY OF STATE

MAR 21 2011

RECEIVED

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

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

MAR 11 PM 1:27

Indiana Code 23-18-11-5

FILING FEE: \$30.00

**NOTE:** This application must be accompanied by an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state, within the last sixty (60) days.

**APPLICATION FOR  
AMENDED CERTIFICATE OF AUTHORITY  
OF**

APPROVED  
AND  
FILED

*Charles P. White*  
IND. SECRETARY OF STATE

Connections Academy, LLC

Name of Limited Liability Company

**A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO  
TRANSACTION BUSINESS IN INDIANA**

The undersigned manager or member of Connections Academy, LLC

(hereinafter referred to as the "LLC"), which exists pursuant to the provisions of the laws of Delaware as  
(State or county of organization)  
amended, desire to obtain an Amended Certificate of Authority.

1. The above LLC received a Certificate of Authority to transact business in the State of Indiana on the 7 day of  
December, 2005.

2. The LLC desires to change its LLC name in Indiana as follows: Connections Education LLC.

3. The LLC has changed the period of its duration from \_\_\_\_\_ to \_\_\_\_\_

4. The LLC has changed the state or country of its organization from \_\_\_\_\_ to \_\_\_\_\_

In Witness Whereof, the undersigned, being the member of said  
(Manager or member)

LLC executes this Application for Amended Certificate of Authority and verifies, subject to penalties of perjury, that the  
statements contained herein are true, this 21 day of February, 2011.

Signature *Barbara Dreyer*

Printed name  
Barbara Dreyer

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

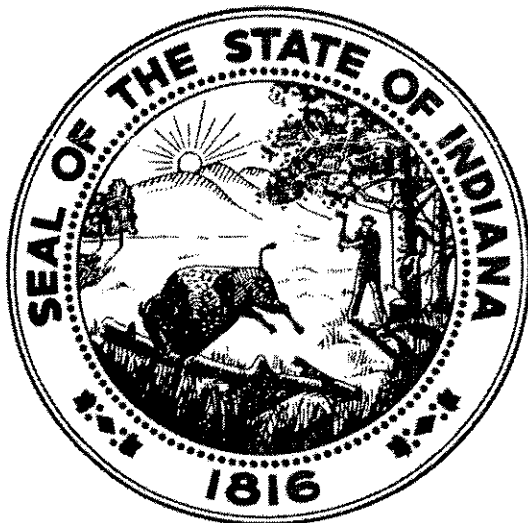
CERTIFICATE OF AUTHORITY

of

**CONNECTIONS ACADEMY, LLC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Application for Certificate of Authority of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 07, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 7, 2005.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2005120900024 / 2005120922742



**APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY**

State Form 49464 (R / 1-03)  
Approved by State Board Of Accounts 1999

INDIANA SECRETARY OF STATE  
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2005 DEC -6 PM 2:49

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

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

Indiana Code 23-18-11-4 et seq.

FILING FEE: \$90.00

This application cannot be accepted without an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state within the last sixty (60) days.  
This application cannot be accepted unless a registered agent with an Indiana street address is listed in ARTICLE II.

APPLICATION FOR CERTIFICATE OF AUTHORITY  
OF  
CONNECTIONS ACADEMY, LLC  
A FOREIGN LLC  
TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned manager or member of the above DELAWARE (State of Domicile) LLC  
desiring to effectuate the admittance of the LLC to transact business in the State of Indiana, under the name of  
CONNECTIONS ACADEMY, LLC certifies the following facts:  
(if using an assumed business name specify name above)

INDIANA SECRETARY OF STATE  
RECEIVED  
2005 DEC -7 PM 3:48

**ARTICLE I: Name and Principal Office**

Name of LLC (Must be identical to name shown in Articles of Organization and Amendments thereto)  
CONNECTIONS ACADEMY, LLC

Address of the principal office of LLC (Number and street, city, state and ZIP code)  
1000 LANCASTER ST. 6TH FLOOR BALTIMORE MD 21202

**ARTICLE II: Registered Office and Registered Agent**

Name of the registered agent of the LLC  
Capitol Corporate Services, Inc.

Indiana address of the registered office of LLC (Number and street, city, state and Zip code)  
55 Monument Circle, Suite 1424, Indianapolis, IN 46204

**ARTICLE III: Date of Organization and Duration of Existence**

Date of organization in domiciliary state  
09/20/2004

Expected period of duration listed in the Articles of Organization  
PERPETUAL

**ARTICLE IV: Management**

- The Articles of Organization state that the LLC is to be managed by its members.
- The Articles of Organization provide for a manager or managers.

In witness whereof, the undersigned being the MEMBER of said LLC executes this  
(Manager or member)

Application For Certificate Of Authority, and verifies subject to penalties of perjury, that the facts contained herein are true this  
27<sup>th</sup> day of JULY, 2005.

Signature *Barbara Dreyer*

Printed name BARBARA DREYER, PRESIDENT

# Delaware

PAGE 1

## The First State

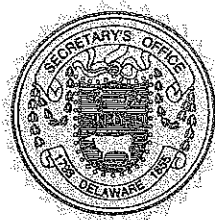
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONNECTIONS ACADEMY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF NOVEMBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONNECTIONS ACADEMY, LLC" WAS FORMED ON THE THIRTIETH DAY OF OCTOBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

INDIANA SECRETARY OF STATE  
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2005 DEC -7 PM 3:48



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3442739 8300

AUTHENTICATION: 4297903

050930646

DATE: 11-15-05





# APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY

State Form 49464 (R/1-03)  
Approved By State Board Of Accounts 1999

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

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Present original and one (1) copy to the address in upper right corner of this form.  
Please TYPE or PRINT.  
Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

Indiana Code 23-18-11-4 et seq.

FILING FEE: \$90.00

This application cannot be accepted without an original certificate of existence duly authenticated by the proper authority from the LLC's domiciliary state within the last sixty (60) days.

This application cannot be accepted unless a registered agent with an Indiana street address is listed in ARTICLE II.

APPLICATION FOR CERTIFICATE OF AUTHORITY  
OF  
CONNECTIONS ACADEMY, LLC  
A FOREIGN LLC  
TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned manager or member of the above DE LAWARE LLC  
(State of Domicile)  
desiring to effectuate the admittance of the LLC to transact business in the State of Indiana, under the name of  
CONNECTIONS ACADEMY, LLC certifies the following facts:  
(if using an assumed business name specify name above)

**ARTICLE I: Name and Principal Office**  
Name of LLC (Must be identical to name shown in Articles of Organization and Amendments thereto)

CONNECTIONS ACADEMY, LLC

Address of the principal office of LLC (Number and street, city, state and ZIP code)  
1000 LANCASTER ST. 6<sup>TH</sup> FLOOR BALTIMORE MD 21202

**ARTICLE II: Registered Office and Registered Agent**

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Capitol Corporate Services, Inc.

Indiana address of the registered office of LLC (Number and street, city, state and Zip code)  
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**ARTICLE III: Date of Organization and Duration of Existence**

Date of organization in domiciliary state  
09/20/2004

Expected period of duration listed in the Articles of Organization  
PERPETUAL

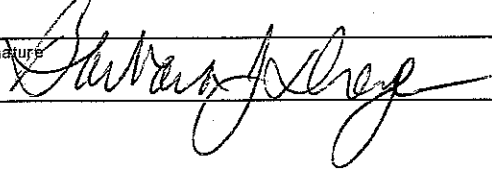
**ARTICLE IV: Management**

- The Articles of Organization state that the LLC is to be managed by its members.
- The Articles of Organization provide for a manager or managers.

In witness whereof, the undersigned being the MEMBER of said LLC executes this  
(Manager or member)

Application For Certificate Of Authority, and verifies subject to penalties of perjury, that the facts contained herein are true this

27<sup>TH</sup> day of JULY, 2005.

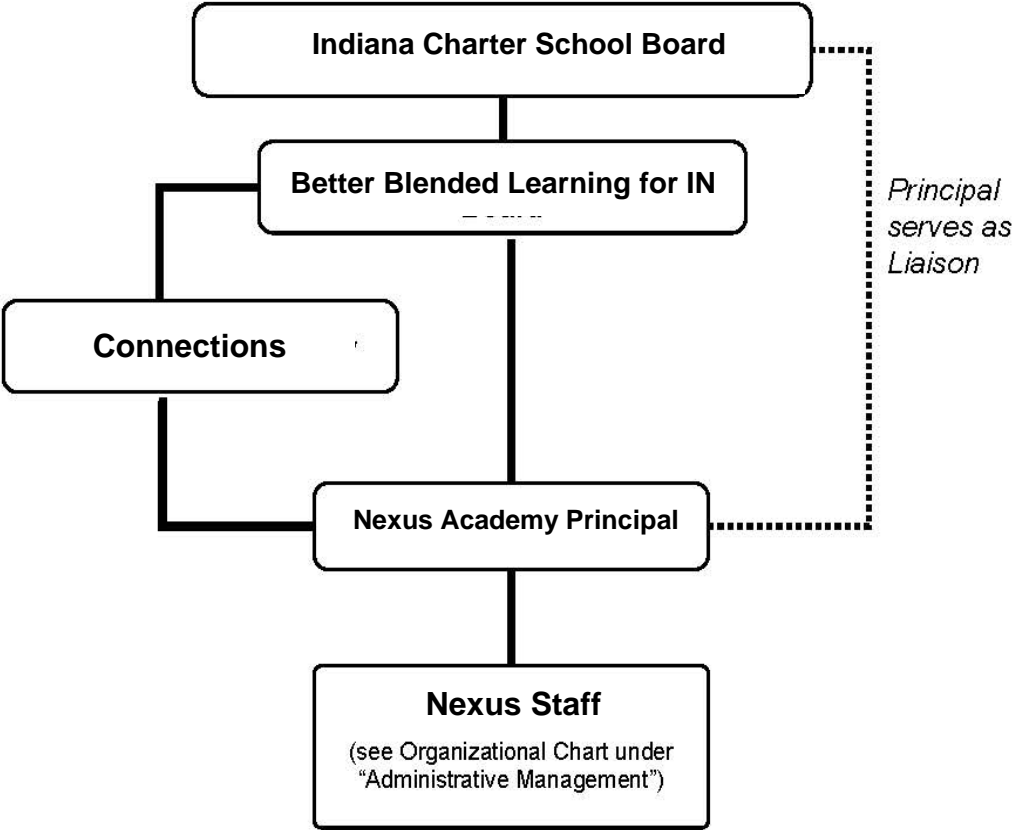
Signature 	Printed name <u>BARBARA DREYER, PRESIDENT</u>
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# **NEXUS ACADEMY**

## **ATTACHMENT 10**

### Organizational Charts

# Relationships of All Parties Involved



Indiana Charter School Board

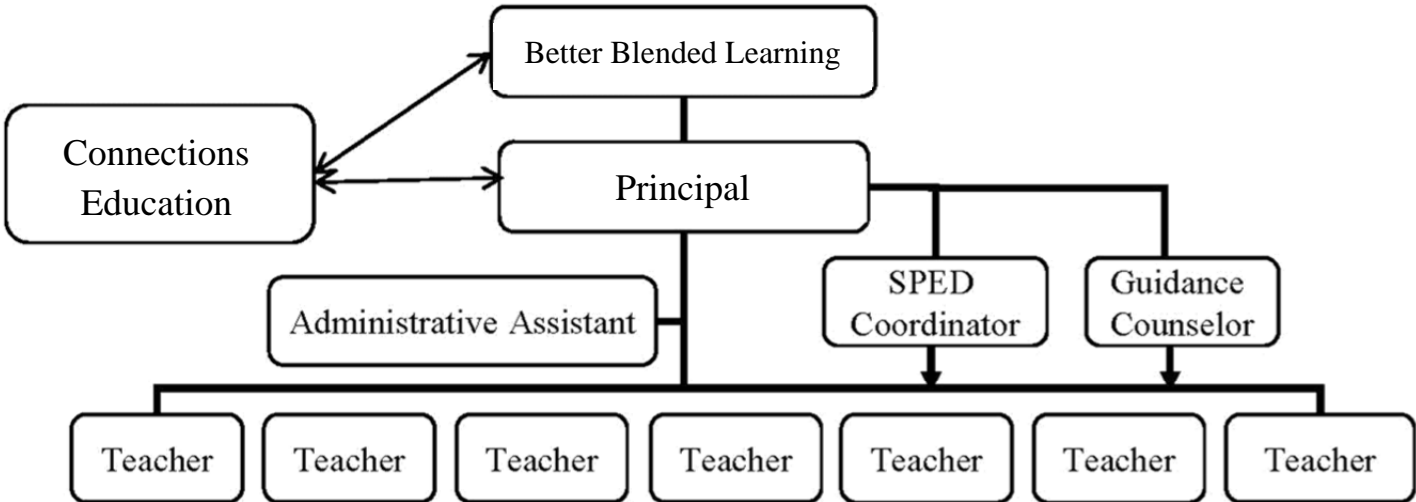
Better Blended Learning for IN

Connections Education

Nexus 1

Nexus 2

Nexus 3



Online and face-to-face teachers collaborate

# **NEXUS ACADEMY**

## **ATTACHMENT 11**

Course Scope  
and Sequence

**SCOPE AND SEQUENCE - TYPICAL HIGH SCHOOL COURSE PLAN**

(Note: 1 credit below = 2 Indiana credits)

Subject	Credits Required	1st	2nd	3rd	4th
English	4 credits	English 9	English 10	English 11	English 12
Mathematics	3 credits	Algebra I	Geometry	Algebra II	Other Math*** (Optional for Core 40)
Science	3 credits	Biology	Chemistry, Integrated Chemistry & Physics, or Physics	Other Science (Required)	Other Science (Optional)
Social Studies	3 credits	World History	US History	American Government* (.50)	Economics (0.5)
Physical Education & Health	1.5 credits	Physical Education & Personal Fitness	Health, Fitness, & Nutrition	College Prep w/ ACT (optional)	Career Exploration (optional)
Directive Electives	2.5 credits	Technical	World Language**	Fine Art Elective	
Electives	3 credits		Elective	Elective	Elective
Only Core 40 Academic Honors Diploma (AHD)		World Language**	World Language**	World Language**	World Language**
<b>Total Number of Required Credits</b>					<b>20 Credits</b>

Alignment to Common Core and other standards is built into courses. For detailed evidence of alignment, see <a href="http://bit.ly/lbHFFq">http://bit.ly/lbHFFq</a>	Unit Title	Lesson Days	Common Core Standards	21st Century Skills	Unit Essential Questions	Unit Summary	Unit Objectives	Unit Essential Vocabulary
	Unit 1: Fiction and Nonfiction	9	Writing 3, 5, 10; Reading Inform: 9, 6; Reading Lit: 10, 4, 1; Lang: 1; Speak & Listen 1, 3	1	What is the writing process, and how do you use it to write an autobiographical narrative? How can study skills help you become a more successful student? What are types of fiction and nonfiction?	The writing focus is on the writing process and using it to write an autobiographical narrative. Students will focus on study skills as the 21st Century Skill. Lastly, the literature focus is on an overview of fiction and nonfiction. Specifically, students will read nonfiction essays and compare themes in famous U.S. historical documents as well as fictional short stories, drama, and poems, focusing on tone, mood, and dramatic irony. Lastly, the language focus is on the parts of speech.	Use the writing process to write an autobiographical narrative; Analyze and apply study skills; Analyze literary works	Writing Process, Autobiographical Narrative, Fiction, Nonfiction, Tone, Mood, Irony, Parts of Speech

Nexus Academy students master standards through dozens of high-quality course choices in every curriculum area.

# COURSES 9-12

## English

- ▲ English 9 A\*
- ▲ English 9 B\*
- ▲ English 10 A\*
- ▲ English 10 B\*
- ▲ English 11 A\*
- ▲ English 11 B\*
- ▲ English 12 A\*
- ▲ English 12 B\*
- ▲ Journalism A
- ▲ Journalism B
- ▲ Speech and Debate

## Math

- Pre-Algebra A
- Pre-Algebra B
- ▲ Algebra 1 A\*
- ▲ Algebra 1 B\*
- Algebra 2 A\*
- Algebra 2 B\*
- Advanced Algebra with Financial Applications
- ▲ Precalculus A\*
- ▲ Precalculus B\*
- ▲ Calculus A
- ▲ Calculus B
- Consumer Math A
- Consumer Math B
- Explorations in Math A
- Explorations in Math B
- ▲ Geometry A\*
- ▲ Geometry B\*
- ▲ Statistics A
- ▲ Statistics B

## Science

- Biology A\*
- Biology B\*
- ▲ Chemistry A\*
- ▲ Chemistry B\*
- ▲ Earth Science A\*
- ▲ Earth Science B\*
- Earth Space Science A\*
- Earth Space Science B\*
- ▲ Environmental Science A

- ▲ Environmental Science B
- Marine Science A
- Marine Science B
- ▲ Physical Science A\*
- ▲ Physical Science B\*
- ▲ Physics A
- ▲ Physics B

## Social Studies

- ▲ American Government A\*
- ▲ American Government B\*
- ▲ Economics
- ▲ Geography and Society
- Personal Finance
- ▲ Psychology A
- ▲ Psychology B
- ▲ United States History A\*
- ▲ United States History B\*
- ▲ World Geography
- ▲ World History A\*
- ▲ World History B\*

## Health and Physical Education

- Health, Fitness, and Nutrition A
- Health, Fitness, and Nutrition B
- Personal Fitness
- Physical Education

## Humanities

- Art History A
- Art History B
- Digital Photography
- Music Appreciation

## Student Development

- Career Exploration
- Critical Thinking and Study Skills
- Driver's Education†
- Independent Study
- Introduction to Entrepreneurship I and II
- Life Management Skills
- SAT/ACT Preparation Courses

## Technology and Engineering

- Business Keyboarding
- Business Systems Technology
- Emergent Computer Technology
- Engineering Design I
- Game Design
- Introduction to Computers and Applications A
- Introduction to Computers and Applications B
- Programming I: VB.NET
- Programming II: Java
- Web Design I

## Visual and Performing Arts

- Art History
- Digital Arts I
- Digital Photography
- Music Appreciation

## World Languages

- ▲ Chinese I A
- ▲ Chinese I B
- ▲ Chinese II A
- ▲ Chinese II B
- Chinese III A
- Chinese III B
- ▲ French I A
- ▲ French I B
- ▲ French II A
- ▲ French II B
- ▲ French III A
- ▲ French III B
- ▲ French IV A
- ▲ French IV B
- ▲ German I A
- ▲ German I B
- ▲ German II A
- ▲ German II B
- ▲ German III A
- ▲ German III B
- ▲ Japanese I A
- ▲ Japanese I B
- ▲ Japanese II A
- ▲ Japanese II B
- Latin I A
- Latin I B
- Latin II A
- Latin II B

- Latin III A
- Latin III B
- ▲ Sign Language I A
- Sign Language II A
- ▲ Spanish I A
- ▲ Spanish I B
- ▲ Spanish II A
- ▲ Spanish II B
- ▲ Spanish III A
- ▲ Spanish III B
- ▲ Spanish IV A
- ▲ Spanish IV B

## Advanced Placement

- ▲ AP Art History†
- AP Biology†
- ▲ AP Calculus AB†
- ▲ AP Calculus BC†
- AP Computer Science A†
- AP English Language and Composition†
- AP English Literature and Composition†
- ▲ AP Environmental Science†
- AP Human Geography†
- ▲ AP Macroeconomics
- ▲ AP Microeconomics
- ▲ AP Physics B†
- ▲ AP Psychology
- ▲ AP Spanish Language†
- ▲ AP Statistics†
- AP United States Government and Politics
- AP United States History†
- AP World History†

\* Also offered as an Honors course

† Not available in all states

‡ Two-semester course must begin in fall semester

● Designates a brand new course

● Designates a course with updated content and/or materials

▲ Designates a course approved by the NCAA Eligibility Center

■ Designates a University of California a-g approved course

LET'S GROW.



## SAMPLE SCOPES – ENGLISH AND MATHEMATICS

### English 9 A

This is the first of two courses that comprise English 9. In this course, the student will take an in-depth look at a variety of literature selections. In reading and responding to these diverse selections, the student will gain a thorough understanding of fiction and nonfiction genres, including short stories, essays, poetry, and drama. The student will also read Jack London's *The Call of the Wild*. This selection enables the student to explore universal themes and make connections between the characters' experiences and his own. Harper Lee's *To Kill a Mockingbird* may be read instead of *The Call of the Wild*. Writing instruction focuses on analytical and expository writing but also provides opportunities for the student to write creatively.

### English 9 B

This is the second of two courses that comprise English 9. In this course, the student continues to explore a variety of literature selections from world literature, including well-known works. The student will learn strategies for reading epic poetry and study the characteristics of suspense stories. Also, the student will analyze the elements of drama as he reads William Shakespeare's *Romeo and Juliet*. George Orwell's *Animal Farm* may be read instead of *Romeo and Juliet*. Writing instruction focuses on analytical and expository writing including in-depth instruction in the process of writing a research paper. This project teaches the student to critically analyze primary and secondary sources and to effectively support his ideas with information gathered from outside sources.

### English 10 A

This is the first of two courses that comprise English 10. In this course, the student will explore the timeless themes of world literature, including works from the Americas, Europe, and Africa. In reading these diverse selections, the student will gain a thorough understanding of fiction genres, including classics, contemporary fiction, poetry, and drama. The student will also read Mark Twain's *Adventures of Huckleberry Finn*. John Steinbeck's novella *Of Mice and Men* may be read instead of *Adventures of Huckleberry Finn*. In reading these American literature selections and creating a multimedia presentation, the student will understand longer works of literature in their historical and literary context. Writing instruction guides the student through the process of composing expository and analytical essays. It also provides opportunities for the student to write creatively; the student will compose a short story and poem. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 10 B

This is the second of two courses that comprise English 10. In this course, the student will continue to explore the timeless themes of world literature, including works from Europe, the Middle East, Asia, and the Pacific Rim. In reading these diverse selections, the student will gain a thorough understanding of fiction genres, including classics, contemporary fiction, poetry, and drama. The student will also read Oscar Wilde's play *The Importance of Being Earnest*. George Bernard Shaw's play *Pygmalion* may be read instead of *The Importance of Being Earnest*. In reading these British plays and composing a dramatic scene, the student will understand drama in its historical and literary context. Writing instruction guides the student through the process of composing a descriptive portrait, a research paper, and a persuasive speech. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 11 A

This is the first of two courses that comprise English 11. In this course, the student will focus on the literary movements that comprise American literature, and trace the chronology of national literature from the early American and colonial period through the periods of Realism and Regionalism. In reading these diverse selections, the student will gain a thorough understanding of fiction, including short stories, poetry and drama; as well as nonfiction genres, including the oral tradition, seminal historical documents, and speeches. The student will also read Jerome Lawrence and Robert E. Lee's play *The Night Thoreau Spent in Jail*. Arthur Miller's play *The Crucible* may be read instead of *The Night Thoreau Spent in Jail*. In reading these American plays and composing a dramatic scene, the student will understand drama in its historical and literary context. Writing instruction guides the student through the process of composing a descriptive essay and modeling the style of an American author. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

### English 11 B

This is the second of two courses that comprise English 11. In this course, the student will focus on the literary movements that comprise American literature, and trace the chronology of national literature from the Modernist through the

Contemporary period. In reading and responding to these diverse literature selections, the student will gain a thorough understanding of a myriad of fiction and nonfiction genres, including short stories, essays, poetry, drama, memoirs, and autobiographies. The student will also read F. Scott Fitzgerald's novel *The Great Gatsby*. Ernest Hemingway's novella *The Old Man and the Sea* may be read instead of *The Great Gatsby*. In reading these American literature selections, the student will understand longer works of literature in their historical and literary context. Writing instruction guides the student through the process of composing a literary analysis and a research paper. Throughout the course, the student expands his vocabulary in context. The mastery of both critical vocabulary and grammar skills helps the student become a more thoughtful and effective reader and writer.

#### English 12 A

This is the first of two courses that comprise English 12. In this course, the student will take an in-depth look at early British literature from 449 to 1798 and will examine literary forms including the epic, poetry, drama, and the essay. The student will also read longer selections of literature that are representative of the historical setting, including Shakespeare's *Macbeth*. The student will read to gain an understanding and appreciation of the historical context from which the literature arose. Vocabulary development and mastery of critical grammar and communication skills prepare the student for writing creative narratives, and expository and persuasive essays.

#### English 12 B

This is the second of two courses that comprise English 12. In this course, the student continues to explore a variety of literature selections from British literature, including well-known works. The student will learn strategies for reading lyric poetry and study the characteristics of reflective essays. The student will analyze poetry, short stories, and essays from the Romantic Period, Victorian Age, and Modern Era and will determine how the historical context affected the thematic material and writing style from each era. Writing instruction focuses on literary analysis, including in-depth instruction in the process of writing a research paper. This project teaches the student to critically analyze primary and secondary sources and to effectively support his ideas with information gathered from outside sources.

#### Algebra 1 A

This course is the first of two that comprise Algebra 1. In this course, the student will gain a foundational understanding of the real number system, expressions, equations, and inequalities. The student will be taught to solve simple and multi-step equations and inequalities and represent those solutions graphically. In addition, students will explore linear or nonlinear functions and represent those functions on the coordinate plane. Finally, the student will solve systems of equations and inequalities and represent those solutions graphically. Throughout the course, problem solving, critical thinking, and real-world application of mathematical concepts will be required.

#### Algebra 1 B

**Prerequisites:** Successful completion of Algebra 1 A

This course is the second part of a two-part sequence covering Algebra 1. The student will use his knowledge of real number operations, expressions, equations, inequalities, and functions to solve algebra concepts. This course will introduce the student to exponents and use those exponent rules to solve exponential functions. The student will learn how to identify and solve polynomial equations using a variety of methods including factoring. The student will also learn how to work with quadratic functions and equations and represent both of those on a coordinate plane. Students will work with and solve both radical and rational expressions and equations. Finally, the student will be introduced to statistics and learn to how use data to apply to probability problems in theory in and real-world scenarios. Throughout the course, problem solving, critical thinking, and real-world application of mathematical concepts will be required.

#### Geometry A

**Prerequisites:** Successful completion of Algebra 1

This is the first of two courses that comprise Geometry. Throughout the course, the student will use virtual manipulatives and tools to explore the principles of logic, proofs, and constructions. The student will use the midpoint and distance formulas to solve a variety of problems involving the coordinate plane. The student will also study parallel and perpendicular lines, including special angle pairs. The student will use triangle concepts to find angle measures, prove triangles congruent, and discover relationships within one and two triangles. This course will conclude with the study of polygons and quadrilaterals, during which the student will learn the properties and formulas to find angle measures and classify parallelograms. Throughout the course, the student will learn concepts through a variety of instructional strategies, solve real-world applications, and complete an assortment of activities.

#### Geometry B

**Prerequisites:** Successful completion of Geometry A

This is the second of two courses that comprise Geometry. Throughout the course, the student will use virtual manipulatives and tools to explore area, surface area, and volume, and study the concept of similarity as it relates to various figures. The student will use Trigonometry and right triangle concepts, such as 30-60-90, 45-45-90, and the Pythagorean Theorem to solve problems. The student will also be introduced to vectors and learn to solve problems involving magnitude and direction. In addition, the student will study transformation concepts, such as translations, reflections, rotations, and dilations as well as concepts associated with symmetry. The student will learn to use formulas to find the areas of a variety of two-dimensional shapes. This course concludes with an exploration of concepts related to circles, such as arcs, angles, and intersecting lines such as chords, secants, and tangents. Throughout the course, the student will learn concepts through a variety of instructional strategies, solve real-world applications, and complete an assortment of activities.

### Algebra 2 A

**Prerequisites:** Successful completion of Algebra 1 and Geometry

Students continue their exploration of higher-level mathematics in this comprehensive course. After reviewing concepts from Algebra 1, students in Algebra 2 A move into studying linear systems, graphing, and matrices. Students build upon previous knowledge of quadratic equations and functions and begin to examine polynomials and their functions.

### Algebra 2 B

**Prerequisites:** Successful completion of Algebra 2 A

Radical functions, exponents, periodic functions, and statistics round out the Algebra 2 curriculum in the B course. Students study radical functions and rational exponents in preparation for working with exponential and logarithmic functions. Rational functions, quadratic relations, and probability are also explored in detail, preparing students for continued study in precalculus.

### Precalculus A

**Prerequisites:** Successful completion Algebra 2

This course is an in-depth study of functions and a review of algebraic, geometric, and trigonometric principles and techniques. Students investigate and explore the characteristics of linear, polynomial, and trigonometric functions, and use graphing calculators to solve and evaluate various functions, equations, and inequalities.

### Precalculus B

**Prerequisites:** Successful completion of Precalculus A

The second course in Precalculus examines vectors and parametric equations, complex numbers, and exponential and logarithmic functions. The final unit introduces students to the fundamentals of calculus. Mathematical reasoning and problem solving skills are stressed as students prepare for future high school or college coursework in calculus.

### Calculus A

**Prerequisites:** Successful completion of Precalculus or Algebra 2

Calculus A introduces limits, differentiation, and applications of differentiation. The student will find and evaluate finite and infinite limits graphically, numerically, and analytically. The student will find derivatives using a variety of methods including the chain rule and implicit differentiation. Then the student will use the first derivative test and the second derivative test to analyze and sketch functions. Finally, the student will find derivatives using a variety of methods including substitution.

### Calculus B

**Prerequisites:** Successful completion of Calculus A

Calculus B introduces integration of functions, differential equations, and applications of integration. The student will calculate antiderivatives using a variety of methods including substitution. The student will evaluate integrals using a variety of methods including numerical integration. Then the student will understand and apply Riemann sums, definite integrals, and the Fundamental Theorem of Calculus. In particular, the student will differentiate and integrate logarithmic, exponential, and inverse trigonometric functions. The student will solve simple differential equations, which can be solved by separation of variables, and use the calculations to solve applied problems. The student will use integration to determine the area between two curves, volume, and surface area. Finally, the student will apply integration to determine work, center of mass, and fluid force. The use of a graphing calculator is considered an integral part of the course and the student will use a graphing calculator throughout this course.

For complete descriptions of all high school courses, see <http://bit.ly/qxuZMo>.

# **NEXUS ACADEMY**

## **ATTACHMENT 12**

Academic and  
Exit Standards

<b>Subject Area</b>	<b>Indiana Core40 Requirements</b> (semester course = 1 credit)	<b>Nexus Academy Curriculum</b>
<b>English</b>	<b>8 credits</b> <b>(1 per semester):</b>  Including a balance of literature, composition and speech.	<ul style="list-style-type: none"> <li>• English 9 A and B – Basic, Standard, Honors</li> <li>• English 10 A and B – Basic, Standard, Honors</li> <li>• English 11 A and B – Basic, Standard, Honors</li> <li>• English 12 A and B – Basic, Standard, Honors</li> <li>• AP English Language A and B</li> <li>• AP English Literature A and B</li> </ul>
<b>Mathematics</b>	<b>6 credits</b> <b>(1 per semester):</b>  2 credits: Algebra I 2 credits: Geometry 2 credits: Algebra II  <i>Or complete Integrated Math I, II, and III for 6 credits.</i>  <i>Students must take a math or quantitative reasoning course each year in high school</i>	<ul style="list-style-type: none"> <li>• Algebra 1 A and B – Basic, Standard, Honors</li> <li>• Geometry A and B – Basic, Standard, Honors</li> <li>• Algebra 2 A and B – Basic, Standard, Honors</li> <li>• Precalculus A and B – Standard and Honors</li> <li>• Calculus A and B</li> <li>• Advanced Algebra with Financial Applications</li> <li>• AP Statistics A and B</li> <li>• AP Calculus AB A and B</li> <li>• AP Calculus BC A and B</li> <li>• Pre-Algebra A and B</li> <li>• Consumer Math A and B</li> <li>• Explorations in Mathematics A and B</li> </ul>
<b>Science</b>	<b>6 credits, including:</b>  2 credits: Biology I  2 credits: Chemistry I or Physics I or Integrated Chemistry-Physics  2 credits: any Core 40 science course	<ul style="list-style-type: none"> <li>• Biology A and B – Basic, Standard, Honors</li> <li>• Earth Science A and B – Standard and Honors</li> <li>• Chemistry A and B – Standard and Honors</li> <li>• Environmental Science A and B</li> <li>• Physical Science A and B</li> <li>• Physics A and B</li> <li>• AP Biology A and B</li> <li>• AP Environmental Science</li> <li>• AP Physics A and B</li> </ul>
<b>Social Sciences</b>	<b>6 credits, including:</b>  2 credits: U.S. History  1 credit: U.S. Govt  1 credit: Economics  2 credits: World History/ Civilization or Geography/ History of the World	<ul style="list-style-type: none"> <li>• United States History A and B – Basic, Standard, Honors</li> <li>• World History A and B – Basic, Standard, Honors</li> <li>• American Government A and B – Basic, Standard, Honors</li> <li>• Economics</li> <li>• AP U.S. Government</li> <li>• AP U.S. History A and B</li> <li>• AP World History A and B</li> <li>• AP Microeconomics</li> <li>• AP Macroeconomics</li> <li>• AP Human Geography</li> </ul>
<b>Directed Electives</b>	<b>5 credits</b>  World Languages	<u>World Languages</u> <ul style="list-style-type: none"> <li>• Spanish I A/B, II A/B, III A/B, IV A/B</li> <li>• French I A/B, II A/B, III A/B, IV A/B</li> </ul>

	<p>Fine Arts</p> <p>Career and Technical Education</p>	<ul style="list-style-type: none"> <li>• German I A/B, II A/B</li> <li>• Japanese I A/B, II A/B</li> <li>• Mandarin Chinese I A/B, II A/B, III A/B</li> <li>• Latin I A/B, II A/B, III A/B</li> <li>• AP Spanish A/B</li> <li>• AP French A/B</li> <li>• American Sign Language 9-12</li> </ul> <p><u>Fine Arts</u></p> <ul style="list-style-type: none"> <li>• Digital Arts I</li> <li>• Art History A and B</li> <li>• Digital Photography (.5 credit)</li> <li>• Music Appreciation (.5 credit)</li> <li>• AP Art History A and B</li> </ul> <p><u>Career</u></p> <ul style="list-style-type: none"> <li>• Career Exploration</li> <li>• Introduction to Entrepreneurship I and I</li> </ul> <p><u>Technology</u></p> <ul style="list-style-type: none"> <li>• Business Keyboarding</li> <li>• Business Systems Technology</li> <li>• Emergent Computer Technology</li> <li>• Engineering Design I</li> <li>• Game Design</li> <li>• Introduction to Computers and Applications A</li> <li>• Introduction to Computers and Applications B</li> <li>• Programming I: VB.NET</li> <li>• Programming II: Java</li> <li>• Web Design I</li> </ul>
<b>Physical Education</b>	<b>2 credits</b>	<ul style="list-style-type: none"> <li>• Personal Fitness</li> <li>• Physical Education</li> <li>• Yoga</li> </ul>
<b>Health and Wellness</b>	<b>1 credit</b>	<ul style="list-style-type: none"> <li>• Health, Fitness, and Nutrition A and B</li> </ul>
<b>Electives</b>	<b>6 credits</b>	<p><u>Electives</u></p> <ul style="list-style-type: none"> <li>• World Languages/Fine Arts/Career and Technology beyond requirements</li> <li>• Journalism A and B</li> <li>• Speech and Debate</li> <li>• Geography</li> <li>• Psychology A and B</li> </ul>

		<ul style="list-style-type: none"> <li>• Personal Finance</li> <li>• Driver's Education</li> <li>• College Prep with ACT</li> <li>• College Prep with SAT</li> <li>• AP Psychology</li> </ul>
<b>TOTAL</b>	<b>40 Credits (minimum)</b>	

### CORE 40 WITH ACADEMIC HONORS: MINIMUM 47 CREDITS

For the **Core 40 with Academic Honors** diploma, students must:

- Complete all requirements for Core 40.
- Earn 2 additional Core 40 math credits.
- Earn 6-8 Core 40 world language credits (6 credits in one language or 4 credits each in two languages).
- Earn 2 Core 40 fine arts credits.
- Earn a grade of a "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following:
  - A. Earn 4 credits in 2 or more AP courses and take corresponding AP exams
  - B. Earn 6 verifiable transcribed college credits in dual credit courses from priority course list
  - C. Earn two of the following:
    1. A minimum of 3 verifiable transcribed college credits from the priority course list,
    2. 2 credits in AP courses and corresponding AP exams,
    3. 2 credits in IB standard level courses and corresponding IB exams.
  - D. Earn a combined score of 1750 or higher on the SAT critical reading, mathematics and writing sections and a minimum score of 530 on each
  - E. Earn an ACT composite score of 26 or higher and complete written section

### CORE 40 WITH TECHNICAL HONORS: MINIMUM 47 CREDITS

For the **Core 40 with Technical Honors** diploma, students must:

- Complete all requirements for Core 40.
- Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:
  1. Pathway designated industry-based certification or credential, or
  2. Pathway dual credits from the lists of priority courses resulting in 6 transcribed college credits
- Earn a grade of "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.
- Complete one of the following,
  - A. Any one of the options (A - F) of the Core 40 with Academic Honors
  - B. Earn the following scores or higher on WorkKeys; Reading for Information – Level 6, Applied Mathematics – Level 6, and Locating Information-Level 5.
  - C. Earn the following minimum score(s) on Accuplacer: Writing 80, Reading 90, Math 75.
  - D. Earn the following minimum score(s) on Compass; Algebra 66, Writing 70, Reading 80.

## Promotion Requirements

Classification	Grade	Minimum # of Credits
Sophomore	10	10
Junior	11	20
Senior	12	32

The following credits are required to be promoted from one grade to the next:

At the time of a student's enrollment, school counselors will establish estimated grade levels based on preliminary information about previously earned credits and/or number of semesters a student has attended high school. Student grade levels will be updated twice each year – once in the fall and again at the end of the school year. The automatic adjustments are based on the student's earned and verified credits recorded in Connexus.

In certain situations, the counselor, in consultation with the student, parent, and/or school administrator, may adjust the student's grade to most appropriately match the student's current academic needs.

## Graduation and Diploma Requirements

To be eligible to graduate and receive a diploma from Nexus Academy, a student must meet **all** of the following requirements:

- Be enrolled at Nexus Academy during the semester immediately prior to graduation, and **not** be full-time enrolled in any other school.
- Earn a minimum of 5 of the credits (or 10 courses) required for graduation at Nexus Academy, with at least 1.5 of these credits (or 3 courses) earned in the semester immediately prior to graduation.
- Earn a total of 20 credits (in specific areas and subjects as outlined in this handbook)
- Pass any state-mandated tests including End of Course Assessments.
- Meet any other additional graduation requirements required by the school or state.

## Early Graduation

Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the school principal. The principal and other appropriate school staff will then review the student's records to ensure that all graduation requirements have been met.



# **NEXUS ACADEMY**

## **ATTACHMENT 13**

School Calendar  
and Schedule

## Indiana Teacher Calendar 2012-13

Name of School: Nexus Academy of Indianapolis

Principal: TBA

School Hours: 9 am – 5 pm

<i>First Day of School (Teachers)</i>	August 6, 2012
<i>First Day of School (Students)</i>	August 20, 2012
<b>Labor Day</b> (No School for Students)	September 3, 2012
<b>Fall Break</b> (No School for Students)	October 18-19, 2012
<b>Thanksgiving Break</b> (No School for Students)	November 22-23, 2012
<b>Winter Break</b> (No School for Students)	December 24, 2012 – January 8, 2013
<i>First Semester End Date</i>	January 15, 2012
<b>Martin Luther King, Jr. Day</b> (No School for Students)	January 21, 2013
<b>Presidents' Day</b> (No School for Students)	February 18, 2013
<b>Spring Break</b> (No School for Students)	April 1-5, 2013
<b>Memorial Day</b> (No School for Students)	May 27, 2013
<i>Last Day of School (Students)</i>	May 31, 2013
<i>Last Day of School (Teachers)</i>	June 14, 2013

## Indiana Student Calendar 2012-13

Name of School: Nexus Academy of Indianapolis

Principal: TBA

School Hours: 9am – 5 pm

<i>First Day of School</i>	August 20, 2012
<b>Labor Day</b> (No School for Students)	September 3, 2012
<b>Fall Break</b> (No School for Students)	October 18-19, 2012
<b>Thanksgiving Break</b> (No School for Students)	November 22-23, 2012
<b>Winter Break</b> (No School for Students)	December 24, 2012 – January 8, 2013
<i>First Semester End Date</i>	January 15, 2012
<b>Martin Luther King, Jr. Day</b> (No School for Students)	January 21, 2013
<b>Presidents' Day</b> (No School for Students)	February 18, 2013
<b>Spring Break</b> (No School for Students)	April 1-5, 2013
<b>Memorial Day</b> (No School for Students)	May 27, 2013
<i>Last Day of School</i>	May 31, 2013

### SAMPLE SCHEDULES

At Nexus Academy, students come to the school site in two shifts – morning (e.g., 9 am-1 pm) and afternoon (e.g., 1 pm- 5pm). Each shift also has time set aside for team and/or shift meetings to address school culture. It is anticipated that 20% of students may need or want to spend additional time at the school site for tutoring, counseling, activities, or team projects. In addition, students will continue to access online courses outside of the school site on their own “flex” time. Nexus Academy will meet the required 180 days of instruction via this combination of onsite and offsite coursework while accommodating students’ unique learning needs and interests. The sample schedules that follow demonstrate the school’s unique scheduling approach.

SAMPLE SCHEDULE - Taylor George, 9th Grade					
	Onsite			Online Only	
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15	Morning Team Meeting				
9:15-10:00	Algebra 1	English 9	Algebra 1	English 9	Digital Arts
10:00-10:30					
10:30-11:00	English 9	Algebra 1	English 9	World History	English 9
11:00-11:30					
11:30-12:00	Spanish	Biology (incl Lab)	PE: Fitness Session	PE: Fitness Session	Lunch and Algebra Project Team Meeting (Leave at 1)
12:00-12:30					
12:30-1:00	Lunch and Robotics Club (Leave at 1:30)	Lunch (Leave at 1)	Lunch (Leave at 1)	Lunch & Counseling Session (Leave at 1:30)	
1:00-1:30					
1:30-2:00	Internship at Community Theater, Soccer, Family Time				
2:00-2:30					
2:30-3:00					
3:00-3:30					
3:30-4:00					
4:00-4:45					
4:45-5:00					
Flex-Time Coursework Online (60-90 minutes)					

SAMPLE SCHEDULE - Shawna Burke, 10th Grade					
	Onsite			Online Only	
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15	Ease into homework and flex-time courses				
9:15-10:00					
10:00-10:30					
10:30-11:00					
11:00-11:30					
Flex-Time Course Work Online (60-90 minutes)	US History	Intro to Entrepreneurship	Health	Health	US History
12:30-1:00		Yearbook Club Meeting and Lunch (arrive at 12:30)		Lunch and English 10 Project/Class (arrive at 12:30)	
1:00-1:30	Lunch and Geometry		Lunch and Geometry		Lunch and Geometry
1:30-2:00					
2:00-2:30	English 10	Geometry	English 10	Geometry	English 10
2:30-3:00					
3:00-3:30	Physical Science	U.S. History	Introduction to Entrepreneurship	Physical Science	PE/Fitness Session
3:30-4:00					
4:00-4:45	Chinese II	Chinese II		Chinese II	
4:45-5:00	Afternoon Team Meeting				

SAMPLE SCHEDULE - Jorge Ortiz, 11th Grade		Onsite	Online Only			
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	
9:00-9:15	Elite Figure-Skating Training (access online courses at rink)					
9:15-10:00						
10:00-10:30						
10:30-11:00						
11:00-11:30						
Flex-Time Course Work Online (60-90 minutes)	Latin II	Latin II	Latin II	Latin II	Latin II	
1:00-1:30	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	PE- Fitness Center	
1:30-2:00	Lunch and Algebra 2	Lunch and American Government	Lunch and Algebra 2 incl Project Team Work	Lunch and American Government	Lunch and Algebra 2	
2:00-2:30	Chemistry with Lab	Music Appreciation	Counseling/ Advisory	Chemistry with Lab	Music Appreciation	
2:30-3:00						
3:00-3:30						
3:30-4:00	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	English 11 - American Lit	
4:00-4:45						
4:45-5:00	Afternoon Team Meeting					

SAMPLE SCHEDULE - Jawan Andrews, 12th Grade		Onsite	Online Only			
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	
9:00-9:15	Morning Team Meeting					
9:15-10:00	AP Calculus AB	AP English Literature	AP Calculus AB	AP English Literature	AP Calculus AB	
10:00-10:30	AP Environmental Science	Economics	AP Environmental Science	Game Design	AP Environmental Science	
10:30-11:00						
11:00-11:30						
12:30-1:00	Fitness Center		Fitness Center		Fitness Center	
1:00-1:30	Takes lunch to go -  Job at High-Tech Company					
1:30-2:00						
2:00-2:30						
2:30-3:00						
3:00-3:30						
3:30-4:00						
4:00-4:45						
4:45-5:00						
Flex-Time Course Work Online (60-90 minutes)	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	AP Coursework Continues	

# **NEXUS ACADEMY**

## **ATTACHMENT 14**

### Enrollment Policy

<b>PROPOSED Expedited Student Recruitment/Enrollment for 2012-13 School Year</b>	
<b>DATE</b>	<b>ACTIVITY</b>
April-May 2012	Initial outreach begins to maximize collection of Registrations/Intents to Enroll (with clear communication of contingencies)
Late May 2012	Charter approval
June 8, 2012	Proposed Registration deadline to determine need for Lottery (if number of Registrations does not exceed 200, no lottery necessary, move directly into enrollment process)
By June 15, 2012	Lottery – if necessary
June-July 2012	Enrollment process – including information sessions and on-site enrollment assistance events
August 10, 2012	Majority of student enrollments complete for 2012-13 school year (enrollment process continues)
August 20, 2012	Proposed first day of school

## **SAMPLE ENROLLMENT INSTRUCTIONS FOR FAMILIES**

### **Expression of Interest/Registration**

1. Intrigued by Nexus Academy? Visit the website and complete an online Expression of Interest form so we can let you know about all of our upcoming information sessions and other opportunities to learn about the school. Just fill in your student's name, contact information, and grade level for the coming year.
2. Now that you've fully researched the Nexus Academy program, think this school might be right for your student? Click the button below to go to the Registration stage. The deadline for Registration is Month/Date/Year. If more students are registered on that date than the school has room for, we'll hold a lottery. If not, you'll be able to move directly into the Enrollment Application stage.

### **Enrollment Application Stage**

1. **Welcome to the Enrollment Application stage.** If you are in this stage, it means your child has been selected in the lottery or that no lottery was necessary. Please check here frequently for enrollment instructions and regular announcements from the Enrollment Team, complete the online Student Information Form (SIF) and Family Information Form (FIF), view a checklist of required documents, and complete and print enrollment forms.
2. **Complete the online SIF and FIF.** Confirming the information in the SIF and the FIF is the first step in the enrollment process. Once you confirm and complete these online forms, we will be able to provide you with detailed information about what documents will need to be submitted for your student. Access the SIF and FIF by clicking on the appropriate links in the Enrollment Details Required Items section of your home page. When the form is complete, click on the **Save and Finish** button.
3. **Review the enrollment package.** You will receive an enrollment package in the mail containing most of the forms you will need to complete for your student's enrollment. You can also download these documents by clicking on the **Enrollment Package** link in the Enrollment Details section of your home page. After you complete the SIF and FIF, some additional conditionally-required items will be available to download by clicking on the appropriate link in the Enrollment Details section of your home page. Please carefully review both the Enrollment Details section and the enrollment package. Follow the directions for submitting documents in the next stage of enrollment process — the pre-approved stage. Carefully read the requirements noted on the Document Cover Page of the Enrollment Package mailed to you and the instructions on each form. Forms included in this package must be completed and sent to us by fax, email, WebMail, or mail.

### **Pre-Approved Stage**

During the pre-approved stage, you will do the following:

- 1. Review the enrollment instructions.** Carefully read the instructions in the Enrollment Package mailed to you and in the Enrollment Details section of your Connexus home page.
- 2. Gather the required documents.** Like any public school, we require certain documents to enroll your student such as proof of residency, guardianship, immunization information, and your student's most recent academic documentation. All required documents will be listed in the Enrollment Details section of your home page. Most of the forms you need to complete and submit are also in the Enrollment Package mailed to you.
- 3. Complete and submit all forms and documents.** Send all required items right away. If documents are not received within 30 days your account may be deactivated. Include a completed Document Cover Page with each package. Aside from the SIF and FIF, which can be completed and submitted online, all forms and documents must be submitted by fax, email, WebMail, or mail. Submit your package electronically, by fax, email, or WebMail, for a quicker response time.

Once we receive your documents, we will verify your student's eligibility (based on grade and Indiana residency) and ensure that your submitted documents meet state requirements. Your student's course placement will be finalized during this stage of enrollment. You will be contacted via WebMail, phone, or mail about missing or invalid information. The key to efficient completion of this enrollment phase is to regularly check your home page, which provides a real-time view of the status of the documents you submit and your student's enrollment. Your home page also shows important enrollment announcements, provides an easy way for you to communicate with the Enrollment Team, and provides access to your WebMail messages.

If you see that a document is invalid, and you have not been contacted, please call the Enrollment Team at 800-382-6010 right away for more information.

In the pre-approved stage, we may ask your student to complete a placement test to help our academic advisors determine final course placement. If your student has been assigned a test, you will see a link in the Enrollment Details section (Placement Information) of your home page.

### **Enrolled (Approved) Stage**

During the approved stage, you will complete the Final Confirmation for each student. Following Final Confirmation, the team at Nexus Academy will finalize your students' course schedule, invite your family to on-site and online orientations, and otherwise get ready for school to begin.

#### Lottery Procedure:

At the Registration deadline, Nexus Academy will review the number of student registrations on file. In the event the number of registrants for Nexus Academy exceeds the number of students approved in the charter application, the school will conduct a lottery. A third-party witness (such as an ICSB representative) will be asked to conduct the lottery – essentially clicking a link to create a randomized list in real time of verified data in the registration system. Students will be announced in the order they appear on the randomized list, including wait-listed students. A deadline will be announced for completion of the remainder of the enrollment process, and lottery-selected students must have a complete enrollment application on file by the deadline or lose their place to those on the waitlist. Applications will continue to be accepted after the lottery, with applicants added to the waitlist in the order in which they complete their applications. For students selected in the lottery, a deadline will be announced for completion of the remainder of the enrollment process, and lottery-selected students must have a complete enrollment application on file by the deadline or lose their place to those on the waitlist. Once enrolled, students will not be required to reapply in subsequent academic years, but will need to complete information confirming their intent to return.



# **NEXUS ACADEMY**

## **ATTACHMENT 15**

### Student Discipline Policy

**THIS DRAFT DISCIPLINE POLICY WILL BE REVIEW, MODIFIED AND ADOPTED BY  
THE BETTER BLENDED LEARNING FOR INDIANA GOVERNING BOARD AS PART OF  
THE SCHOOL HANDBOOK PROVIDED TO EVERY STUDENT AND PARENT**

Appropriate conduct is expected of all students at Nexus Academy. School students are guaranteed due process of law as required by the 14th Amendment to the Constitution. The student's code of conduct will be explained in the school's handbook and includes steps to be followed in the event of misbehavior.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA), the disciplinary procedures required by the IDEA will be followed. In the event a student has disabilities under both Section 504 and the IDEA, both policies shall be followed in determining appropriate disciplinary actions.

### **Discipline Measures**

There are three levels of disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level has associated conduct breach definitions and corresponding disciplinary actions that may occur.

#### **1. Warning**

Students who receive warnings from the school will have a conference (via phone or in person) with their parent/guardian(s) and the school administrator(s), and the incident will be formally documented in writing and will become part of the student's permanent record. The student will not have a disruption in schooling and will not be removed from the class. Warnings are issues when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in the School Handbook.

#### **2. Suspension**

When a student is suspended, he or she is temporarily removed from class or a school sponsored program or activity, and will spend the suspension period either in school or at home at the school administrator's discretion. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student's permanent record. The student is expected to continue with his or her schoolwork during a suspension. Violations that may lead to suspension include, but are not limited to, the following breaches of conduct:

- Cheating on tests or daily work: A student who knowingly participates in copying, using another's work, and representing it as his or her own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- Plagiarism: A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.
- Unexcused absence: An unexcused absence is the absence of a student due to truancy or an absence for which the parent cannot produce proper documentation (e.g., a note from a doctor in the case of illness.)
- Illegal absence: Illegal absences are unexcused absences by a student who is under the age of 17 who are absent from school due to avoidable absences, unapproved family vacations, and truancy.
- Abusive conduct: A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- Bullying: A student who repeatedly engages in negative actions against another student in an attempt to exercise control over him or her.
- Harassment: A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit

from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.

- **Vandalism:** A Student who intentionally damages or destroys school property or records (physical or electronic). In these instances the school reserves the right to contact the proper law enforcement agency(ies).
- **Theft and robbery:** A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances the school reserves the right to contact the proper law enforcement agency.
- **Sexual harassment:** A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.
- **Violation of acceptable use policy:** Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.
- **Repeated violation of any disciplinary issues.**

### **3. Expulsion**

When a student is expelled, he or she is separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a Student is a serious threat to the safety of others, possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

#### **Due Process**

The following actions will be conducted by the school, per each of the disciplinary measures as outlined below:

**Suspension up to 5 days:** An informal hearing will be convened with the student, parent, school principal and other staff members as appropriate. At this hearing, the student will be provided all due process as required by law. The school principal will inform the student and parent of the charges. Should the student not admit to the charges, he or she will be provided an explanation of the evidence. The student will be provided with an opportunity to present his or her version of the occurrence. If the school principal determines that the occurrence justifies suspension, written notice will be sent to the student.

**Suspension of an additional 10 days:** The Superintendent may extend the temporary suspension an additional ten (10) school days.

**Suspension of an additional 5 days:** The School Board may extend the temporary suspension an additional five (5) days if determined it would be detrimental to other student's health, welfare, or safety.

**Expulsion:** The Board, through the school administrator, will provide written notice to the parent/guardian of the student. Within a reasonable period of time following such notification, the Board will grant the student and his/her parent/guardian a full and fair hearing on the proposed expulsion or denial of enrollment. The formal expulsion hearing will be before the Board who will make the final decision. The hearing may include the student, parent, school principal, and other staff members, as appropriate. At this hearing, the student will be provided all due process as required by law. Students shall have the right to be represented by counsel and the right to call witnesses and to cross-examine adult witnesses. The charges will be reviewed and if the charges are not admitted to, the student and parent shall be provided with an explanation of the evidence. The student will be provided with an opportunity to present his or her version of the occurrence. The Board of Trustees, through the school administrator, will provide notification to the parents/guardian regarding long long-term suspension, expulsion or an alternative, and the Board will make the discipline determination.

# **NEXUS ACADEMY**

## **ATTACHMENT 16**

Evidence of Support from  
Community Partners

## COMMUNITY PARTNERSHIPS PLAN

Through the relationships of its Governing Board members throughout Indianapolis as well as those of Connections Education and Indiana Connections Academy, Nexus Academy is confident of securing partnerships with the follow for purposes as specified:

<b>PARTNER</b>	<b>PURPOSE</b>
Indianapolis Indians	Sports Business guest speakers and internships
Indianapolis Colts	Sports Business guest speakers and internships
Indiana Pacers	Sports Business guest speakers and internships
NCAA	Sports Policy and Economics
Lids Inc.	Sports Business guest speakers and internships
Ivy Tech	Dual Enrollment/Early College
Butler University	Dual Enrollment/Early College

# **NEXUS ACADEMY**

## **ATTACHMENT 17**

Start-Up Plan

**NEXUS ACADEMY OF INDIANAPOLIS  
WEEK BY WEEK START-UP PLAN  
(Note: ICSB requested this plan for June-August,  
but the Nexus Academy team is including  
pre-authorization activities as well for context.)**

<b>Week(s) of:</b>	<b>Task (Connections is Responsible Party unless otherwise noted)</b>
4/9-4/30	<p>Board training</p> <p>Preliminary recruiting for school leader</p> <p>Facilities negotiations – to down-sample to one preferred site</p> <p>Preliminary student recruiting (gathering Registrations/ expressions of interest, etc. – focus on 1000+ prospects in database)</p> <p>Review of management agreement by Board and Board counsel</p>
5/7-5/28	<p>Selection of facility, negotiation of contingent lease, calendaring of inspections and preparation for buildout</p> <p>Board interviews with prospective school leaders</p> <p>Preliminary recruitment for school administrative staff and teachers</p> <p>Preliminary student recruiting continues – push for Registrations/expressions of interest</p> <p>Board meeting</p>
5/28	<p>Immediately upon charter approval:</p> <ul style="list-style-type: none"> <li>- Signing of lease and launch of facility buildout</li> <li>- Hiring and onboarding of school leader</li> <li>- Student recruitment push to maximize Registrations</li> </ul> <p>Special Board Meeting (if needed)</p>
6/4	<p>School Administrative staff and teacher interviews by Principal</p> <p>Student recruitment push</p> <p>Ordering of student and teacher technology</p> <p>Facility buildout in full swing</p>
6/11	<p>Additional administrative staff and teacher interviews by Principal; initial offers extended</p> <p>Deadline (est.) for enrollment registrations; determination if lottery needed</p> <p>Facility buildout continues</p> <p>Principal training continues</p>
6/18	<p>Lottery if necessary; Enrollment Team works with lottery winners to expedite complete enrollment process</p> <p>Commitments from Admin staff and teachers</p>

	Facility buildout continues
6/25	Enrollment and placement teams work with incoming students to choose courses and plan program Physical curriculum materials ordered based on student course selections Board meeting Facility buildout continues
7/2	Enrollment and placement activities continue Admin staff starts (short holiday week); onboarding and staff meetings (at INCA or temporary site if necessary) Facility buildout continues
7/9	Enrollment and placement activities continue Principal and admin staff make welcome calls to families, explain school schedule Critical facility buildout complete by end of this week
7/16	Facility inspections scheduled Enrollment and placement activities continue Principal and admin staff continue welcome calls to families Principal conducts preliminary outreach with community partners
7/23	Facility inspection follow-up and corrections Teachers begin online training course
7/30	Facility inspections complete this week; work on furnishings and finishings continues Teachers continue online training course Admin staff move-in
8/6	School begins for teachers – on-site training and final classroom/team room preparations
8/13	Teacher training continues; final preparations of system and facility; families invited for “preview” visit
8/20	School begins for students



# **NEXUS ACADEMY**

## **ATTACHMENT 18**

Insurance Coverage



# CERTIFICATE OF LIABILITY INSURANCE

CONNE-1

OP ID: MO

DATE (MM/DD/YYYY)  
03/29/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Diversified Insurance Industries, Inc. Suite 155 West, 2 Hamill Road Baltimore, MD 21210-1873 Kastendike	<b>410-433-3000</b> <b>410-433-3440</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Connections Education LLC Better Blended Learning for Indiana Robert Pouliot 1001 Fleet Street, 5th Floor Baltimore, MD 21202	<b>INSURER A: Massachusetts Bay Ins Co*</b>		<b>22306</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

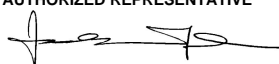
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>EBL Claims Made</b>			ZDQ877474301	07/01/11	07/01/12	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AVAILABLE UPON REQUEST			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Educator's Legal Claims Made Basis</b>			ZDQ877474301	07/01/11	07/01/12	<b>ELL</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Educator's Legal Liability Coverage \$1,000,000**  
**Claims Made Basis 7/1/1987 Retroactive Date**

**CERTIFICATE HOLDER****CANCELLATION**

<b>BETTE08</b>  <b>Better Blended Learning for Indiana</b> <b>c/o The Corydon Group, LLC</b> <b>202 N. Illinois St.</b> <b>Indianapolis, IN 46204</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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Better Blended Learning for Indiana will secure Directors and Officers Liability Insurance immediately upon granting of the charter by ICSB. While all other required insurances are provided through Connections Education (per preceding Acord Certificate), D&O insurance is secured directly by the Board, with technical assistance from Connections upon request.

# **NEXUS ACADEMY**

## **ATTACHMENT 20**

Budget Narrative

## IMPORTANT BUDGET NOTES

**ASSUMPTIONS:** The assumptions on which the Budget and Staffing Workbook was built are articulated in the Year 0-Year 5 tabs, with the basis for each revenue source and expense spelled out.

**START-UP FUNDING:** Nexus Academy has received a commitment from Connections Education for a combination of an interest-free advance to cover start-up costs. Please see next page.

**CONTINGENCIES:** To protect against cash-flow challenges if revenues are not received or are lower than budgeted or if an emergency occurs that changes the expected cost structure of the school, the Nexus Academy Governing Board will take advantage of deficit protection from its Education Management Organization, consisting of “service credits.” These service credits (shown in the Budget Workbook) are discounts that serve as the equivalent of as-needed in-kind grants from Connections to the school to smooth out monthly cash flow and protect against year-end shortfalls. Service credits are not expected to be repaid by the school.



April 9, 2012

Dear Nexus Academy Governing Board:

Assuming that your charter is granted and that our partnership is formalized, please consider this Connections Education's commitment to do the following:

- Connections will provide technical assistance, including grant-writing support, to pursue and secure Federal Charter School Grant Funds and other grant support to cover Nexus Academy's start-up and early implementation costs.
- For any start-up and early implementation expenses not covered by grant funds, Connections will provide an interest-free advance to the school. Nexus Academy will repay these funds when it has the resources to do so, ideally within its first five years of operation.
- Once the school has launched, Connections will provide "service credits" (discounts on Connections products and services) as an in-kind grant contribution as needed to protect the school against deficits. The school will not need to repay these service credits.

We are providing this letter to reassure you and your charter authorizer that the school will have sufficient funds to launch and start operations before beginning to receive per-student funding, and will maintain a balanced budget thereafter.

Sincerely

A handwritten signature in black ink that reads "Mickey Revenaugh". The signature is fluid and cursive, with the first name being particularly prominent.

Mickey Revenaugh  
Executive Vice President

# **NEXUS ACADEMY**

## **ATTACHMENT 22**

Indiana School Financials

Since it is just completing its first year as a free-standing charter school, Indiana Connections Academy is preparing now for its first annual financial audit in June 2012. Results of this audit are expected to be available by early Fall 2012 and will be provided to ICSB at that time.



# **NEXUS ACADEMY**

## **ATTACHMENT 23**

Operator Financials

# Connections Education, Inc. and Subsidiaries

Consolidated Financial Statements as of and  
for the Years Ended June 30, 2011 and 2010,  
and Independent Auditors' Report

**Connections Education, Inc. and Subsidiaries**  
**Consolidated Financial Statements**

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## INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders of  
Connections Education, Inc.:  
Baltimore, Maryland

We have audited the accompanying consolidated balance sheets of Connections Education, Inc. and subsidiaries (formerly CA Holding I, Inc.) (the "Company") as of June 30, 2011 and 2010, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of June 30, 2011 and 2010, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

*Deloitte & Touche LLP*

September 12, 2011

**Connections Education, Inc. and Subsidiaries**

**Consolidated Balance Sheets**  
(in thousands, except per-share amount)

	<b>June 30,</b>	
	<b>2011</b>	<b>2010</b>
<b>Assets</b>		
<b>Current assets</b>		
Cash .....	\$ 18,285	\$ 17,370
Accounts receivable, net of allowance for doubtful accounts of \$8 — 2011; and \$13 — 2010 .....	21,667	15,334
Prepaid expenses and other current assets.....	<u>8,790</u>	<u>6,282</u>
Total current assets.....	48,742	38,986
<b>Property and equipment, net</b> .....	10,660	4,828
<b>Curriculum materials, net</b> .....	5,848	6,899
<b>Capitalized curriculum development costs, net</b> .....	4,771	4,179
<b>Goodwill</b> .....	1,788	1,788
<b>Intangible assets, net</b> .....	243	306
<b>Other assets</b> .....	<u>828</u>	<u>637</u>
Total assets .....	<u>\$ 72,880</u>	<u>\$ 57,623</u>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable .....	\$ 6,938	\$ 7,283
Accrued expenses.....	2,194	2,403
Accrued compensation and benefits.....	8,844	6,444
Current portion of capital lease obligations .....	<u>2,335</u>	<u>1,436</u>
Total current liabilities .....	20,311	17,566
<b>Long-term debt and capital lease obligations, net of current portion</b> .....	3,094	1,771
<b>Noncurrent deferred tax liabilities</b> .....	3,413	1,737
<b>Other liabilities</b> .....	<u>309</u>	<u>194</u>
Total liabilities.....	<u>27,127</u>	<u>21,268</u>
<b>Commitments and contingent liabilities (note 6)</b>		
<b>Stockholders' equity</b>		
Common stock, \$0.01 par value; 10,000 shares authorized; 8,575 shares issued and outstanding — 2011; and 8,573 shares issued and outstanding — 2010 .....	86	86
Additional paid-in capital.....	22,222	22,048
Retained earnings.....	<u>23,445</u>	<u>14,221</u>
Total stockholders' equity .....	<u>45,753</u>	<u>36,355</u>
Total liabilities and stockholders' equity .....	<u>\$ 72,880</u>	<u>\$ 57,623</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**

**Consolidated Statements of Income**

(in thousands)

	<u>Years Ended June 30,</u>	
	<u>2011</u>	<u>2010</u>
<b>Revenues</b> .....	<u>\$ 159,171</u>	<u>\$ 122,463</u>
<b>Operating expenses</b>		
Cost of educational services.....	98,903	74,538
Selling, general and administrative.....	39,849	28,631
Product development.....	3,509	4,239
Goodwill impairment charge.....	—	120
Amortization of intangible assets.....	<u>63</u>	<u>64</u>
	<u>142,324</u>	<u>107,592</u>
<b>Operating income</b> .....	<u>16,847</u>	<u>14,871</u>
<b>Other income (expense)</b>		
Interest income.....	9	—
Interest expense.....	<u>(376)</u>	<u>(305)</u>
	<u>(367)</u>	<u>(305)</u>
<b>Income before income tax provision</b> .....	16,480	14,566
<b>Income tax provision</b> .....	<u>7,256</u>	<u>6,791</u>
<b>Net income</b> .....	<u>\$ 9,224</u>	<u>\$ 7,775</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands)

	<u>Common Stock</u>		<u>Additional</u>	<u>Retained</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Earnings</u>	
	<u>Capital</u>				
<b>Balance, June 30, 2009</b> .....	8,566	\$ 86	\$ 21,913	\$ 6,446	\$ 28,445
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	7	—	31	—	31
Share-based compensation.....	—	—	104	—	104
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,775</u>	<u>7,775</u>
<b>Balance, June 30, 2010</b> .....	8,573	86	22,048	14,221	36,355
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	2	—	10	—	10
Share-based compensation.....	—	—	164	—	164
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>9,224</u>	<u>9,224</u>
<b>Balance, June 30, 2011</b> .....	<u>8,575</u>	<u>\$ 86</u>	<u>\$ 22,222</u>	<u>\$ 23,445</u>	<u>\$ 45,753</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Connections Education, Inc. and Subsidiaries**

**Consolidated Statements of Cash Flows**

(in thousands)

	<b>Years Ended June 30,</b>	
	<b>2011</b>	<b>2010</b>
<b>Cash flows from operating activities</b>		
Net income.....	\$ 9,224	\$ 7,775
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	4,434	3,067
Depreciation of curriculum materials.....	3,565	2,972
Amortization of capitalized curriculum development costs.....	1,913	1,251
Provision for doubtful accounts.....	31	20
Goodwill impairment charge.....	—	120
Amortization of intangible assets.....	63	64
Deferred income taxes.....	1,648	(402)
Reserve for computer shrinkage.....	293	284
Other.....	262	207
Changes in operating assets and liabilities:		
Accounts receivable.....	(6,364)	(7,082)
Prepaid expenses and other assets.....	(812)	(1,618)
Accounts payable, accrued expenses and other.....	(565)	2,387
Income taxes.....	(1,900)	181
Accrued compensation and benefits.....	2,400	1,987
Net cash provided by operating activities.....	<u>14,192</u>	<u>11,213</u>
<b>Cash flows from investing activities</b>		
Purchases of curriculum materials.....	(2,467)	(3,698)
Capitalized curriculum development costs.....	(2,513)	(1,767)
Purchases of property and equipment.....	(3,302)	(1,516)
Capitalized internal-use software development costs.....	(2,447)	(582)
Net cash used in investing activities.....	<u>(10,729)</u>	<u>(7,563)</u>
<b>Cash flows from financing activities</b>		
Payments of capital lease obligations.....	(2,558)	(1,914)
Borrowings under secured credit facility.....	7,000	9,000
Principal payments on secured credit facility.....	(7,000)	(8,000)
Payment of note payable due to former owners of acquired business.....	—	(250)
Stock option exercises.....	10	31
Net cash used in financing activities.....	<u>(2,548)</u>	<u>(1,133)</u>
<b>Net increase in cash.....</b>	915	2,517
<b>Cash, beginning of year.....</b>	<u>17,370</u>	<u>14,853</u>
<b>Cash, end of year.....</b>	<u>\$18,285</u>	<u>\$17,370</u>

The accompanying notes are an integral part of these consolidated financial statements.



**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Financial Statements**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of  
CA Holding I, Inc.  
Baltimore, Maryland

We have audited the accompanying consolidated balance sheets of CA Holding I, Inc. and subsidiaries (the "Company") as of June 30, 2010 and 2009, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Deloitte & Touche LLP*

November 30, 2010

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Balance Sheets**  
(in thousands, except per-share amount)

	As of June 30,	
	2010	2009
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents .....	\$ 17,370	\$ 14,853
Accounts receivable, net of allowance for doubtful accounts of \$13 — 2010; and \$15 — 2009 .....	15,334	8,272
Prepaid expenses and other current assets.....	<u>6,282</u>	<u>4,864</u>
<b>Total current assets</b> .....	<b>38,986</b>	<b>27,989</b>
<b>Property and equipment, net</b> .....	<b>4,828</b>	<b>5,758</b>
<b>Curriculum materials, net</b> .....	<b>6,899</b>	<b>6,343</b>
<b>Capitalized curriculum development costs, net</b> .....	<b>4,179</b>	<b>3,663</b>
<b>Goodwill</b> .....	<b>1,788</b>	<b>1,912</b>
<b>Intangible assets, net</b> .....	<b>306</b>	<b>370</b>
<b>Other assets</b> .....	<u>637</u>	<u>402</u>
<b>Total assets</b> .....	<b><u>\$ 57,623</u></b>	<b><u>\$ 46,437</u></b>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable .....	\$ 7,283	\$ 5,283
Accrued expenses.....	2,403	2,140
Accrued compensation and benefits.....	6,444	4,457
Current portion of capital lease obligations .....	<u>1,436</u>	<u>1,780</u>
<b>Total current liabilities</b> .....	<b>17,566</b>	<b>13,660</b>
<b>Long-term debt and capital lease obligations, net of current portion</b> .....	<b>1,771</b>	<b>2,179</b>
<b>Noncurrent deferred tax liabilities</b> .....	<b>1,737</b>	<b>2,083</b>
<b>Other liabilities</b> .....	<u>194</u>	<u>70</u>
<b>Total liabilities</b> .....	<b><u>21,268</u></b>	<b><u>17,992</u></b>
<b>Commitments and contingent liabilities (notes 6, 7 and 11)</b>		
<b>Stockholders' equity</b>		
Common stock, \$0.01 par value; 10,000 shares authorized; 8,573 shares issued and outstanding — 2010; and 8,566 shares issued and outstanding — 2009 .....	86	86
Additional paid-in capital.....	22,048	21,913
Retained earnings.....	<u>14,221</u>	<u>6,446</u>
<b>Total stockholders' equity</b> .....	<b><u>36,355</u></b>	<b><u>28,445</u></b>
<b>Total liabilities and stockholders' equity</b> .....	<b><u>\$ 57,623</u></b>	<b><u>\$ 46,437</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Income**  
(in thousands)

	<b>Year Ended June 30,</b>	
	<b>2010</b>	<b>2009</b>
<b>Revenues</b> .....	<u>\$ 122,463</u>	<u>\$ 89,302</u>
<b>Operating expenses</b>		
Cost of educational services.....	74,538	57,511
Selling, general and administrative.....	28,631	20,469
Product development .....	4,239	2,251
Goodwill impairment charge .....	120	—
Amortization of intangible assets.....	<u>64</u>	<u>16</u>
	<u>107,592</u>	<u>80,247</u>
<b>Operating income</b> .....	<u>14,871</u>	<u>9,055</u>
<b>Other income (expense)</b>		
Interest income.....	—	60
Interest expense.....	<u>(305)</u>	<u>(266)</u>
	<u>(305)</u>	<u>(206)</u>
<b>Income before income tax provision</b> .....	14,566	8,849
<b>Income tax provision</b> .....	<u>6,791</u>	<u>3,927</u>
<b>Net income</b> .....	<u>\$ 7,775</u>	<u>\$ 4,922</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands)

	<u>Common Stock</u>		Additional	Retained	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>Earnings</u>	
<b>Balance, June 30, 2008</b> .....	8,468	\$ 85	\$ 20,843	\$ 1,524	\$ 22,452
Issuance of common stock in connection with the:					
Exercise of options, including income tax benefit of \$0.....	6	—	18	—	18
Business combination.....	92	1	1,046	—	1,047
Share-based compensation.....	—	—	6	—	6
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,922</u>	<u>4,922</u>
<b>Balance, June 30, 2009</b> .....	8,566	86	21,913	6,446	28,445
Issuance of common stock in connection with the exercise of options, including income tax benefit of \$4 .....	7	—	31	—	31
Share-based compensation.....	—	—	104	—	104
Net income .....	<u>—</u>	<u>—</u>	<u>—</u>	<u>7,775</u>	<u>7,775</u>
<b>Balance, June 30, 2010</b> .....	<u>8,573</u>	<u>\$ 86</u>	<u>\$ 22,048</u>	<u>\$ 14,221</u>	<u>\$ 36,355</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CA Holding I, Inc. and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	<b>Year Ended June 30,</b>	
	<b>2010</b>	<b>2009</b>
<b>Cash flows from operating activities</b>		
Net income .....	\$ 7,775	\$ 4,922
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization.....	3,067	2,475
Depreciation of curriculum materials .....	2,972	1,915
Amortization of capitalized curriculum development costs.....	1,251	887
Provision for doubtful accounts.....	20	15
Goodwill impairment charge .....	120	—
Amortization of intangible assets .....	64	16
Deferred income taxes .....	(402)	1,470
Reserve for computer shrinkage .....	284	198
Other.....	207	(12)
Changes in operating assets and liabilities:		
Accounts receivable.....	(7,082)	(4,084)
Prepaid expenses and other assets.....	(1,618)	(2,426)
Accounts payable, accrued expenses and other .....	2,387	2,891
Income taxes .....	181	608
Accrued compensation and benefits .....	<u>1,987</u>	<u>1,537</u>
Net cash provided by operating activities .....	<u>11,213</u>	<u>10,412</u>
<b>Cash flows from investing activities</b>		
Purchases of curriculum materials .....	(3,698)	(4,848)
Capitalized curriculum development costs .....	(1,767)	(2,572)
Purchases of property and equipment .....	(1,516)	(1,369)
Capitalized internal-use software development costs .....	(582)	(439)
Payments for acquisition of business, net of cash acquired .....	—	(848)
Proceeds from sales of property and equipment .....	<u>—</u>	<u>1,092</u>
Net cash used in investing activities .....	<u>(7,563)</u>	<u>(8,984)</u>
<b>Cash flows from financing activities</b>		
Payments of capital lease obligations .....	(1,914)	(2,676)
Borrowings under secured credit facility .....	9,000	—
Principal payments on secured credit facility .....	(8,000)	—
Payment of note payable due to former owners of acquired business.....	(250)	—
Stock option exercises.....	<u>31</u>	<u>18</u>
Net cash used in financing activities.....	<u>(1,133)</u>	<u>(2,658)</u>
<b>Net increase (decrease) in cash and cash equivalents .....</b>	<b>2,517</b>	<b>(1,230)</b>
<b>Cash and cash equivalents, beginning of year .....</b>	<b><u>14,853</u></b>	<b><u>16,083</u></b>
<b>Cash and cash equivalents, end of year.....</b>	<b><u>\$17,370</u></b>	<b><u>\$14,853</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

## Press Release

29 July 2011

### PEARSON 2011 INTERIM RESULTS (unaudited)

#### Pearson sales up 6% to £2.4bn and profits up 20% to £208m\*

- Education sales up 9% and profits up 31%:
  - Good sales growth in International (up 26%) and Professional (up 35%).
  - In North America, sales 3% lower with tough first-half comparables; full-year growth expected with easing H2 comparables and further market share gains.
- FT Group sales up 7% and profits up 10%, enhanced by digital subscriptions.
- Penguin sales 4% lower (underlying sales level); profits sustained with rapid digital growth.

#### Strong growth in digital, developing markets and newly-acquired businesses

- Education digital platform and service registrations up 15%; FT.com subscriptions up more than 30%; Penguin ebook revenues up almost 130%.
- Sales up approximately 40% in developing markets (headline growth).
- Strong growth from recent acquisitions including Wall Street Institute, SEB (Brazil), TutorVista, CTI (South Africa) and Melorio (now known as Pearson in Practice).

#### Full year outlook upgraded

- Pearson expects sales and margin growth for the full year, based on good trading momentum - especially in digital businesses and developing markets - and easing comparatives.
- Pearson expects to achieve adjusted EPS of approximately 80p for the full year (2010: 77.5p). This guidance is struck at current exchange rates (£1: \$1.63).

#### Interim dividend raised by 8% to 14.0p.

Marjorie Scardino, chief executive, said: *"Though market conditions are anything but easy, we are sufficiently encouraged by our start to the year to raise both our guidance and our dividend. Structural changes in our industries are gathering pace, but we are confident that we have the strategy, the competitive positions, the investment capacity and the culture to sustain our strong record of performance."*

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Business performance</b>						
Sales	<b>2,416</b>	2,342	3%	6%	0%	5,663
Adjusted operating profit	<b>208</b>	178	17%	20%	3%	857
Adjusted earnings per share	<b>16.8p</b>	16.6p	1%			77.5p
Free cash flow	<b>(172)</b>	(165)	(4)%			904
Net debt	<b>1,275</b>	1,746	27%			430
<b>Statutory results</b>						
Sales	<b>2,416</b>	2,342	3%			5,663
Operating profit	<b>132</b>	128	3%			743
Profit before tax	<b>82</b>	94	(13)%			670
Basic earnings per share	<b>7.5p</b>	11.5p	(35)%			161.9p
Cash generated from operations	<b>(43)</b>	(32)	(34)%			1,169
Dividend per share	<b>14.0p</b>	13.0p	8%			38.7p

\*Throughout this announcement:

a) Growth rates are stated on a constant exchange rate (CER) basis unless otherwise stated. Where quoted, underlying growth rates exclude both currency movements and portfolio changes. Sales and operating profit are stated on a continuing basis.

b) The 'business performance' measures are non-GAAP measures and reconciliations to the equivalent statutory heading under IFRS are included in notes to the attached condensed consolidated financial statements 2, 3, 4, 5, 7 and 15.

## OUTLOOK

Pearson began 2011 expecting weak market conditions in some developed economies, but confident about our strong competitive positions and clear strategic direction. The trends we have seen in the early part of the year are consistent with our previous guidance:

1. Strong and durable competitive performances, even in tough markets, with rapid growth in digital and services businesses, and in developing economies;
2. Weak market conditions, particularly for businesses that rely on government spending and traditional print publishing business models;
3. Tough comparatives in the first half (which ease as the year goes on).

We believe that the structural changes in our industries are accelerating and that the divergence of growth prospects between our pure print products and our newer digital/ services businesses is increasing. Given Pearson's sustained investment in transforming the business, we are well positioned to lead and benefit from these structural industry changes.

At this stage in the year (we generate most of our sales and profits in the second half), we expect to achieve continued sales, margin and adjusted EPS growth for the full year. We expect some of our markets to remain tough in the second half but even so, we now expect to achieve adjusted EPS of approximately 80p for the full year. This guidance is struck at current exchange rates (£1:\$1.63) and includes further integration costs on acquisitions made in 2010 and 2011 (which are always expensed).

Our divisional guidance for the year is:

In **Education**, we expect continued growth in 2011. While we face tougher comparatives in International and Professional in the second half of the year, we expect our North American Education business to report full-year growth based on business won in the year to date and less challenging comparables in the second half. Our education business faces continued pressure from state budget weakness and slower enrolment rates in North America, and a generally weak public spending environment in many developed parts of the world. We are confident that rapid growth in our digital and services businesses – which help boost student performance and institutional efficiency - and in emerging economies can continue.

At the **FT Group**, the changes we have made to the business model and mix mean we are well placed to grow even in tough markets for print circulation and advertising. We expect digital subscriptions, now the engine of the FT Group's growth, to continue to build steadily.

**Penguin** is working through a period of significant industry change characterised by a rapid shift towards digital sales channels and digital books and intense pressure on physical book retailers, demonstrated most recently by the bankruptcy of Borders in the US. Penguin has performed well through these industry changes and, after a particularly strong competitive performance and financial results in 2010, we expect it to perform in line with the overall consumer publishing industry this year.

**Interest and tax.** In 2011, our lower net debt level and a pension finance credit will result in a lower interest charge to adjusted earnings than in 2010. We expect our P&L tax charge against adjusted earnings to be in the 24-26% range and our cash tax rate to be in the 15-20% range.

**Exchange rates.** Pearson generates approximately 60% of its sales in the US. A 5 cent move in the average £:\$ exchange rate for the full year (which in 2010 was £1:\$1.54) has an impact of approximately 1.3p on adjusted earnings per share. The average rate during the first half of 2011 was £1:\$1.61 (£1:\$1.52 in H1 2010) and the closing rate at the end of June was £1:\$1.61 (£1:\$1.50 at the end of June 2010).



**For more information:**

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Pearson's results presentation for investors and analysts will be audiocast live today from 0900 (BST) and available for replay from 1200 (BST) via [www.pearson.com](http://www.pearson.com). High resolution photographs for the media are available from our website [www.pearson.com](http://www.pearson.com).

## OVERVIEW

In the first half of 2011, Pearson's sales increased by 3% in headline terms to £2.4bn and adjusted operating profit by 17% to £208m.

The headline growth rates include a negative impact from currency movements and a benefit from acquisitions:

- Currency movements – primarily the weakening of the US dollar against sterling – reduced sales by £70m and operating profit by £6m. At constant exchange rates (ie stripping out the impact of those currency movements), our sales and operating profit grew 6% and 20% respectively.
- Acquisitions, primarily in our education company, contributed £148m to sales and £31m to operating profit. This includes integration costs and investments related to our newly-acquired companies, which are expensed. In underlying terms (ie stripping out the impact of both portfolio changes and currency movements), sales were level and operating profit up 3%.

Our statutory results show an increase in operating profit to £132m (£128m in 2010). Statutory profit before tax was £82m (£94m in 2010). Statutory earnings for the period show a £32m reduction in profit to £60m (£92m in 2010) due to the disposal of Interactive Data, higher intangible amortisation costs related to acquisitions and currency fluctuations on US dollar-denominated cash and debt.

Our net debt, which reaches a seasonal peak around the half-year and is mainly dollar-denominated, was £1,275m (£1,746m in 2010) at 30 June. The year-on-year decrease reflects improved cash flow and proceeds from the disposal of Interactive Data.

The board has declared an interim dividend of 14p per share, an 8% increase on 2010.

## DIVISIONAL ANALYSIS\*

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>						
North American Education	940	1,017	(8)%	(3)%	(4)%	2,640
International Education	639	504	27%	26%	6%	1,234
Professional	177	136	30%	35%	1%	333
<b>Education</b>	<b>1,756</b>	<b>1,657</b>	<b>6%</b>	<b>9%</b>	<b>(1)%</b>	<b>4,207</b>
FT Group	203	192	6%	7%	6%	403
Penguin	457	493	(7)%	(4)%	0%	1,053
<b>Total continuing</b>	<b>2,416</b>	<b>2,342</b>	<b>3%</b>	<b>6%</b>	<b>0%</b>	<b>5,663</b>
<b>Adjusted operating profit</b>						
North American Education	46	51	(10)%	(4)%	(19)%	469
International Education	63	36	75%	68%	23%	171
Professional	26	17	53%	59%	0%	51
<b>Education</b>	<b>135</b>	<b>104</b>	<b>30%</b>	<b>31%</b>	<b>(1)%</b>	<b>691</b>
FT Group	31	30	3%	10%	3%	60
Penguin	42	44	(5)%	0%	13%	106
<b>Total continuing</b>	<b>208</b>	<b>178</b>	<b>17%</b>	<b>20%</b>	<b>3%</b>	<b>857</b>

\* During the course of 2010, a number of minor changes to management responsibilities in certain countries were made which have affected reported segmental numbers in Penguin, North American Education and International Education. (see segmental analysis in the financial review for more details).

**NORTH AMERICAN EDUCATION**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>940</b>	1,017	(8)%	(3)%	(4)%	2,640
<b>Adjusted operating profit</b>	<b>46</b>	51	(10)%	(4)%	(19)%	469

North American Education is Pearson's largest business, with 2010 sales of £2.6bn and operating profit of £469m. Sales and profits declined by 3% and 4% respectively in the first half of 2011, the result of the expected slower year for the US education publishing industry and tough comparables against an exceptionally strong first half of 2010 (when sales increased by 10% over the previous year). Key highlights in the first half of 2011 include:

**Higher Education**

- After a very strong performance in the first half of 2010, the US Higher Education publishing market declined 12% in the first half of the year, according to the Association of American Publishers. The industry has been affected by tough comparables and weaker enrolment, especially in for-profit colleges, as well as the impact of the stocking patterns of textbook rental schemes.
- Our higher education business grew, performing well ahead of the rest of the industry with significant market share gains in publishing and strong growth from digital products and services.
- Pearson's pioneering 'MyLab' digital learning, homework and assessment programmes again grew strongly with student registrations up 25% to 3.9 million in North America. Evaluation studies show that the use of the MyLab programmes can significantly improve student test scores and institutional productivity (<http://bit.ly/fWPic0>).
- We collaborated with the State of Kentucky to create a digital learning repository aligned to the Common Core State Standards to allow educators to browse, search, upload, download, update, rate and reuse more than 85,000 standards-based digital items.
- eCollege increased fully online enrolments by 32% to more than three million. Renewal rates remain high at 87% by value and usage grew strongly.

**Assessment and Information**

- We achieved good growth in assessment and information services, in spite of the difficult funding environment and uncertainty relating to the transition to the Common Core State Standards, now adopted by almost all US states.
- We continued to produce strong growth in secure online testing, an important market for the future. In the year-to-date we have delivered more than nine million secure online tests.
- Pearson was awarded a new contract with Kentucky, to build and implement testing programmes for English Language Arts and Math in grades 3-8; and a two-year extension on the California Standardized Testing and Reporting contract.
- We continued to achieve strong growth with AIMSWEB, our progress monitoring service which enables early intervention and remediation for struggling students.
- Pearson has partnered with Stanford University to provide scoring services to support Stanford's Teacher Performance Assessment. This is a new system adopted by a consortium of more than 20 states to link instruction in teachers' colleges more closely with practice in K-12 schools.

- On 31 May we completed the acquisition of SchoolNet, a profitable, fast-growing and innovative education technology company that aligns assessment, curriculum and other services to help individualize instruction and improve teacher effectiveness.

### **School Curriculum**

- After a very strong performance in the first half of 2010, the US School publishing market declined 22% in the first half of the year, according to the Association of American Publishers. Tough comparisons with significant shipments to Texas and Florida in June 2010 combined with state budget pressure and a smaller new adoption opportunity to produce a weak school publishing market.
- Our school curriculum revenues declined in the first half but we gained share in these tough markets boosted by a very strong adoption performance, which benefited from the strength of our blended print-and-digital programmes including Writing Coach, Prentice Hall Math and enVisionMATH. We took an estimated 37% of new adoptions competed for (or 29% of the total new adoption market). Easier comparables and the benefits of our strong adoption performance will boost our second half revenue growth.
- We initiated investments to update our major Literacy and Mathematics programmes to ensure alignment with the Common Core State Standards. Our curriculum resources, coupled with our school services of other kinds, offer our customers a full suite of support to implement the Common Core.
- The Pearson Foundation partnered with the Bill & Melinda Gates Foundation to create a series of digital instructional resources in math and reading/English language arts which will give teachers and students access to the latest and most effective digital learning technologies as they prepare to meet the goals of the Common Core Standards.

## INTERNATIONAL EDUCATION

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>639</b>	504	27%	26%	6%	1,234
<b>Adjusted operating profit</b>	<b>63</b>	36	75%	68%	23%	171

Our International Education business is active in more than 70 countries. It is a major focus of our strategy, and sales and profits have doubled since 2006. In the first half of 2011 sales increased by a further 26% and profits by 68%, as good underlying growth combined with the contribution of newly-acquired companies. Key highlights include:

**Global**

- 'MyLab' digital learning, homework and assessment programmes were used outside the US by more than 390,000 students, up more than 30% on 2010, and are now sold worldwide.
- Wall Street English, Pearson's worldwide chain of English language centres for professionals, increased student numbers by 9% to almost 190,000. We opened 23 new centres around the world, bringing the total number close to 450.

**Developing markets**

- In China, student enrolments at our Wall Street English centres increased 25%, boosted by strong underlying demand and the launch of seven new centres. Our publishing business there also achieved strong growth as we expanded the range of Pearson products. In Hong Kong, we performed strongly in new school adoptions, helped by the strength of our English Language Teaching products.
- In Africa, we completed the acquisition of a 75% stake in CTI, one of South Africa's leading private higher education institutions which serves more than 9,000 students on 12 campuses. Since the acquisition, we have attained accreditation for a CTI Masters degree programme. We have also delivered half a million secondary textbooks for Physics, Biology and History to all Government secondary schools in Uganda, and one million Junior African Writer readers to the Ministry of Education in Sierra Leone.
- In India, we increased our stake in TutorVista to 76%. TutorVista provides online tutoring worldwide and K12 school solutions and education services in India. Since the acquisition, we have integrated its tutoring services with Pearson learning platforms across the US, UK, Australia and Canada. Inside India we launched the Pearson brand in schools and are now fully managing 22 schools, up from 11 in January 2011.
- In Latin America, we completed the acquisition of SEB's *sistema*, or school learning systems business, and started its integration with Pearson while investing in new products and services. Since the acquisition, we have launched a digital content pilot for approximately 1,000 secondary students and provided English Language Teaching materials to an estimated 30,000 *sistema* students.
- In the Middle East, we deployed a customised Arabic language Student Information System, eSIS, to 59 private schools in Abu Dhabi.

**United Kingdom**

- We launched a new UK school improvement service which will pilot its whole-school approach with five UK secondary schools. In higher education we created a groundbreaking partnership with Royal Holloway University of London, which will validate Pearson degrees from September 2012.

- We marked more than 5.1 million GCSE, A/AS Level and other examinations using onscreen technology. We marked more than 3.8 million test scripts for over half a million pupils taking National Curriculum Tests at Key Stage Two in 2011 and have been selected to mark tests in 2012, subject to contract.
- Registrations for our BTEC qualification continued to grow to 1.4 million, up 17% versus 2010. BTEC Apprenticeships received 40,000 registrations, 95% through employers and training providers.
- We acquired EDI plc, a leading provider of education and training qualifications and assessment services, with a strong reputation for the use of information technology to administer learning programmes and deliver on-screen assessments.

### **Rest of World**

- In Australia, we formed a strategic partnership with the University of New England to expand distance learning capacity and access to higher education, and to improve the online learning experience. Our platform delivers improved monitoring and analysis of academic trends to boost student performance and improve student retention and satisfaction.
- The Australian Department of Immigration & Citizenship (DIAC) placed the Pearson Test of Academic English (PTE) on its approved list of English language proficiency tests for Australian visas. We saw strong increases in demand for PTE across the globe.
- We launched the Australian edition of our pioneering US digital maths curriculum, enVisionMATH (<http://www.pearsonplaces.com.au/envision.aspx>) and have more local versions in development to bring high quality digital curriculum to new markets across the globe.
- In Italy, our new digital curriculum using our US eText platform to deliver ebooks and Interactive White Board content helped us gain significant share in lower secondary adoptions.
- In Japan, we faced major disruption following the March tsunami. Our people responded magnificently, maintaining operations and achieving notable successes, particularly with the Versant Test of Communicative English aimed at helping Japanese companies to sustain a globally competitive workforce.

**PROFESSIONAL**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>177</b>	136	30%	35%	1%	333
<b>Adjusted operating profit</b>	<b>26</b>	17	53%	59%	0%	51

Our Professional education business is focused on publishing, training, testing and certification for professionals. This business grew operating profit from £17m in 2006 to £51m in 2010 and has increased it further in the first half of 2011 as we integrated the Melorio business. Key highlights include:

**Professional testing**

- We continued to see good revenue and profit growth at Pearson VUE, which administered more than four million tests in the first half of the year, benefiting from sales of additional services to customers and contractual fee increases.
- We formed a joint venture with the American Council on Education to develop an online General Educational Development (GED) test aligned with new Common Core standards. The GED test measures an adults' high school level knowledge and skills in math, reading, writing, science and social science.
- We launched a new touch-screen theory driving test for the Roads and Transport Authority for Dubai. The test is delivered in Arabic, English and Urdu, and is expected to assess more than 500,000 candidates in the first year. The new test follows the opening last year of a new Pearson VUE office in Dubai to meet the Middle East's demand for computer-based testing.

**Professional publishing**

- Our resilient performance in the US benefited from the breadth of our publishing and range of revenue streams, from online retail through digital subscriptions. As a result, digital products and services now account for approximately 30% of our professional publishing revenues in the US. In some International markets such as Japan, professional publishers continued to face very challenging trading conditions.

**Professional training**

- At Pearson in Practice (formerly known as Melorio), we successfully graduated our largest IT cohort and launched or enhanced several new apprenticeship programmes in logistics, construction, management and customer service, business and health.

**FINANCIAL TIMES GROUP**

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>203</b>	192	6%	7%	6%	403
<b>Adjusted operating profit</b>	<b>31</b>	30	3%	10%	3%	60

In recent years, the FT Group has made significant changes to its business model and business mix. In the first half of 2011, digital and services accounted for 46% of FT Group revenues and content revenues accounted for 57%. The FT Group achieved good sales and profit growth in turbulent markets in the first half of 2011 and invested in a significant number of new product launches, with key highlights including:

**Financial Times**

- The FT's digital readership continues to grow strongly. Digital subscriptions increased by 34% to almost 230,000 and registered users by 49% to 3.7 million. Mobile devices now account for 22% of FT.com traffic and more than 15% of our new subscriptions. The FT now has more than 1,500 direct corporate licenses. Across print and online, the FT's total paid circulation was more than 585,000, up 4% on 2010, reaching an average daily audience of 2.1 million.
- We saw modest overall advertising growth, with a strong performance in luxury and online, but demand remains volatile and visibility poor.
- We continued to invest in new products and innovation including the launch of a new web app (attracting more than 230,000 users in June), the FT Non Executive Certificate (in partnership with Pearson Learning Studio and Edexcel), Brazil Confidential (premium news and analysis on Brazil), MandateWire Analysis (market insights for fund managers) and a growing suite of data analytics tools.

**Mergermarket**

- Mergermarket continued to benefit from an improvement in market conditions, supporting strong renewal rates and growth in new business revenues. An increase in global merger and acquisition activity benefited mergermarket and dealReporter; continued volatility in debt markets helped sustain the strong performance of DebtWire. MergerID continued to benefit from a broadening network of users and strong growth in transaction matches.
- We launched a large number of new products, extending our reach into new geographies (US Wealth Monitor, Xtract Asia, ABS Europe), new strategies (multi-strategy products) and new coverage areas (municipal bonds, dividend arbitrage).

**Joint ventures and associates**

- The Economist, in which Pearson owns a 50% stake, increased global weekly circulation by 3.7% to 1.47 million (for the July-December 2010 ABC period); total annual online visits were 140 million for the 12 months to 30 June 2011, a year-on-year-increase of 33%.
- FTSE, our 50% owned joint-venture with the London Stock Exchange, saw headline revenue growth of 38% driven by new sales of benchmark data, licensed sales to asset management companies and the acquisition of the remaining 50% of FXI, FTSE's JV with Xinhua Finance in China.



## PENGUIN

£ millions	Half year 2011	Half year 2010	Headline growth	CER growth	Underlying growth	Full year 2010
<b>Sales</b>	<b>457</b>	493	(7)%	(4)%	0%	1,053
<b>Adjusted operating profit</b>	<b>42</b>	44	(5)%	0%	13%	106

Over the past five years Penguin profits have increased at an annual average rate of 8%, even as we have reshaped the business against the backdrop of a fast-changing consumer publishing industry. Penguin made a strong and competitive start to 2011 in spite of significant retail disruption in its major markets. Sales were level in underlying terms – against a strong first half of 2010 – while profits show an underlying increase of 13% to £42m, the result of an increased emphasis on product and channel profitability, the widespread adoption of digital technologies and the continuing benefit of a restructuring programme undertaken in 2009. During the course of 2010, we made a number of minor changes to management responsibilities in certain countries which have affected the reported segmental numbers and reduced Penguin's revenue growth rate at CER by approximately 4% percentage points.

First half highlights include:

### Global

- The US business continued to perform strongly and to lead Penguin in its adaptation to dramatic industry shifts. It extended its successful eBook programme, developed new digital platforms and pursued new sources of revenue to mitigate challenges faced by physical retailing and, in particular, the disruption caused by the bankruptcy of Borders, the second largest book chain in the US.
- In the UK and Australia we saw good market share gains in markets that were generally weak, compounded in Australia by the collapse of the REDgroup, the country's largest book retailer, in February.
- DK had an excellent first half, posting good sales growth on top of a successful 2010. The LEGO® publishing programme continued to drive sales with core reference and pre-school titles also performing well. The travel market remains challenging.
- India had an excellent first half driven by a creative publishing programme, a strong direct sales business (selling approximately 600,000 copies in the first six months of the year) and helped by an underlying improvement in the economy. It also launched its first app in March.
- The global roll-out of Penguin-branded merchandise in the first half was designed to offer retailers book-related product and to raise awareness of the Penguin brand around the world.

### Digital

- eBook sales grew 128% and now represent 14% of Penguin revenues worldwide.
- Penguin announced a number of direct-to-consumer initiatives in the first half including Book Country, a community of writers helping writers, and Bookish and aNobii, new digital platforms for readers in the US and UK respectively.
- Penguin continued to invest in digital innovation, launching a second BabyTouch app, an amplified edition of Jack Kerouac's *On the Road* and DK's Miriam Stoppard's Pregnancy app.
- The Penguin eSpecials programme comprising short works in digital form tripled in size in the first half of the year. Tyler Cowen's *The Great Stagnation* was a stand-out success hitting the *New York Times* bestseller list in March and prompting a hardcover publication in June.

## Publishing performance

- Penguin US had a strong start to the year, publishing a record 157 bestsellers, including some of the biggest selling books by authors such as Charlaine Harris and Nora Roberts, both of whom have now sold more than a million eBooks, as has Kathryn Stockett's *The Help*. Ron Chernow's *Washington: A Life* won the Pulitzer Prize and Peter Bognanni's *House of Tomorrow* won the *Los Angeles Times* First Fiction Award.
- In the UK, Penguin published 46 bestsellers including paperback titles from its Christmas bestsellers such as Stephen Fry, Dawn French and Michael McIntyre, as well as Jamie Oliver's *30 Minute Meals* and Marian Keyes' *The Brightest Star in the Sky*, the top and third bestselling titles across the industry in the first half. The children's division, crowned Publisher of the Year earlier in the year, continued its remarkable growth driven by the continued success of the Wimpy Kid series as well as Moshi Monsters titles.
- In Australia, Penguin had two of the top five industry bestsellers with Jamie Oliver's *30 Minute Meals* taking the top spot and Jeff Kinney's *The Ugly Truth* at number five.
- DK's bestseller success continued in the first half with LEGO® *Harry Potter: Building the Magical World* hitting number one on the New York Times bestseller list and LEGO® *Star Wars: The Visual Dictionary* staying on the list for 76 weeks.
- A strong second half publishing list is led by major new books in the US, including titles by Patricia Cornwell, Sue Grafton, Eric Carle, Niall Ferguson and Bill Maher. Penguin UK's list includes new titles by Jeremy Paxman, Jamie Oliver, Michael Lewis, Claire Tomalin, Rob Brydon, Lee Evans, Jeremy Clarkson, Jeff Kinney and Charlie Higson. DK will launch LEGO® Ideas Book, Masterchef Kitchen Bible, Alien Robot Kit and the app of The Human Body.

## FINANCIAL REVIEW

### Operating result

On a headline basis, sales from continuing operations for the six months to 30 June 2011 increased by £74m or 3% from £2,342m for the first six months of 2010 to £2,416m for the equivalent period in 2011. Adjusted operating profit from continuing operations increased by £30m or 17% from £178m in the first six months of 2010 to £208m in 2011.

On an underlying basis, sales were flat in 2011 compared to 2010 and adjusted operating profit from continuing operations grew by 3%. Our underlying measures exclude the effects of exchange and portfolio changes. In 2011, currency movements decreased sales by £70m (3%) and adjusted operating profit by £6m (3%) while portfolio changes increased sales by £148m (6%) and adjusted operating profit by £31m (17%).

Adjusted operating profit excludes amortisation of acquired intangibles, acquisition costs and gains and losses on business disposals. Statutory operating profit (from continuing operations) increased by £4m or 3% from £128m in 2010 to £132m in 2011. Statutory operating profit includes intangible amortisation, acquisition costs and other gains and losses arising from acquisitions and disposals and does not include the contribution from discontinued operations.

### Discontinued operations

On 29 July 2010, Pearson's 61% share in Interactive Data Corporation was sold to Silver Lake and Warburg Pincus for \$2bn. The results of Interactive Data for 2010 have been included as discontinued operations in these financial statements. Interactive Data's adjusted operating profit for the six months to 30 June 2010 was £70m. The gain on sale of Interactive Data of £1,037m and the attributable tax charge of £306m was recorded in the second half of 2010. The total profit from discontinued operations after taking account of the above items, intangible amortisation, interest and related tax was £35m in the first half of 2010. There were no discontinued operations in 2011.

### Segmental analysis

During the second half of 2010, a number of minor changes to management responsibilities in certain countries were made which affected reported full year 2010 and half year 2011 segmental numbers in Penguin, North American Education and International Education. The amounts concerned have no impact on the group as a whole and have been treated as portfolio changes for the purposes of calculating growth rates. The 2010 half year figures have not been restated as the amounts are not considered to be significant. If these changes had been made in the 2010 half year numbers the effect would have been to reduce the sales and profits at Penguin by £20m and £5m respectively, to increase sales and profits at International Education by £22m and £2m respectively and to reduce sales by £2m and increase profits by £3m in the North American Education segment.

### Net finance costs

Net finance costs reported in our adjusted earnings comprise net interest payable and net finance costs relating to retirement benefits. Net interest payable to 30 June 2011 was £32m, down from £39m in 2010. This fall is mainly due to lower average levels of net debt following the receipt of proceeds from the sale of Interactive Data. Finance income relating to retirement benefits was £2m in the first half of 2011 compared to a charge of £6m in the prior period.

Also included in the statutory definition of net finance costs are finance costs on put options associated with acquisitions, foreign exchange and other gains and losses. Finance costs for put options are excluded from adjusted earnings as they relate to future potential acquisitions and don't reflect cash expended. Foreign exchange and other gains and losses are excluded from adjusted earnings as they represent short-term fluctuations in market value and are subject

to significant volatility. These other gains and losses may not be realised in due course as it is normally the intention to hold the related instruments to maturity. In the period to 30 June 2011, the total of these items excluded from adjusted earnings was a loss of £20m compared to a profit of £11m in the period to 30 June 2010. The majority of the loss in 2011 relates to foreign exchange differences on a proportion of the unhedged US dollar proceeds from the Interactive Data sale. In 2010 the gain arose largely from foreign exchange on US dollar denominated debt.

### **Taxation**

Taxes on income in the period are accrued using the tax rates that would be applicable to expected annual earnings. The reported tax charge on statutory earnings for the six months to 30 June 2011 was £23m (28.0%) compared to a charge of £25m (26.6%) in the period to 30 June 2010. The charge reflects the overall mix of profits projected for the full year and the tax rates expected to apply to those statutory profits.

The effective tax rate on adjusted earnings for the six months to 30 June 2011 is 25.0%. This rate is lower than the statutory rate as it includes the benefit of tax deductions attributable to amortisation of goodwill and other intangibles. The benefit more accurately aligns the adjusted tax charge with the expected medium-term rate of cash tax payment.

### **Other comprehensive income**

Included in other comprehensive income are the net exchange differences on translation of foreign operations. The loss on translation of £53m at 30 June 2011 compares to a gain at 30 June 2010 of £270m and is principally due to movements in the US dollar. A significant proportion of the group's operations are based in the US and the US dollar strengthened in 2010 from an opening rate of £1:\$1.61 to a closing rate at the end of June 2010 of £1:\$1.50. At the end of June 2011 the US dollar had weakened slightly in comparison to the opening rate moving from £1:\$1.57 to £1:\$1.61.

Also included in other comprehensive income in 2011 is an actuarial loss of £19m in relation to post retirement plans. This loss largely arises from lower asset returns than expected for the UK group pension plan and compares to an actuarial loss at 30 June 2010 of £122m. The 2010 loss arose as the assumptions relating to inflation and the discount rate used in the actuarial valuation contributed to an increase in the value of liabilities whilst investment returns in the first six months of 2010 were less than expected.

### **Non-controlling interest**

The non-controlling interest in the income statement in 2010 comprises mainly the publicly-held share of Interactive Data for the period to disposal in July 2010. There are also non-controlling interests in the group's businesses in South Africa, China and India although none of these are material to the group numbers.

### **Pensions**

Pearson operates a variety of pension plans. Our UK group plan has by far the largest defined benefit section. We have some smaller defined benefit sections in the US and Canada but, outside the UK, most of our companies operate defined contribution plans.

The charge to profit in respect of worldwide pensions and retirement benefits amounted to £46m in the period to 30 June 2011 (30 June 2010: £53m) of which a charge of £48m (30 June 2010: £47m) was reported in operating profit and the net finance income of £2m (30 June 2010: cost £(6)m) was reported against net finance costs.

The overall deficit on the UK group plan of £5m at the end of 2010 has become a surplus of £7m at 30 June 2011. The surplus has arisen principally due to an increased level of contributions in the year together with a favourable movement in the discount rate used to value the liabilities. In total, our worldwide deficit in respect of pensions and other post retirement benefits fell slightly from a deficit of £148m at the end of 2010 to a net deficit of £141m at the end of June 2011.

## Dividends

The dividend accounted for in the six months to 30 June 2011 is the final dividend in respect of 2010 of 25.7p. An interim dividend for 2011 of 14.0p was approved by the Board in July 2011 and will be accounted for in the second half of 2011.

## Principal risks and uncertainties

We conduct regular reviews to identify risk factors which may affect our business or financial performance. Our internal audit function facilitates risk reviews with each business, shared service operations and corporate functions, identifying measures to mitigate these risks. The principal risks and uncertainties have not changed from those detailed in the 2010 Annual Report and are summarised below:

Our education, business information and book publishing businesses will be impacted by the rate of and state of technological change, including the digital evolution and other disruptive technologies.

Investment returns outside our traditional core US and UK markets may be lower than anticipated.

Our US educational solutions and assessment businesses may be adversely affected by changes in state and local educational funding resulting from either general economic conditions, changes in government educational funding, programmes, policy decisions, legislation at both the federal and state level and/or changes in the state procurement processes.

A control breakdown or service failure in our school assessment businesses could result in financial loss and reputational damage.

Our reported earnings and cash flows may be adversely affected by changes in our pension costs and funding requirements.

Our intellectual property and proprietary rights may not be adequately protected under current laws in some jurisdictions and that may adversely affect our results and our ability to grow.

A major data privacy breach may cause reputational damage to our brands and financial loss.

Operational disruption to our business caused by our third party providers, a major disaster and/or external threats could restrict our ability to supply products and services to our customers.

## ENDS

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*Except for the historical information contained herein, the matters discussed in this press release include forward-looking statements that involve risk and uncertainties that could cause actual results to differ materially from those predicted by such forward-looking statements. These risks and uncertainties include international, national and local conditions, as well as competition. They also include other risks detailed from time to time in the company's publicly-filed documents, including the company's Annual Report. The company undertakes no obligation to update publicly any forward looking statement, whether as a result of new information, future events or otherwise.*

**CONDENSED CONSOLIDATED INCOME STATEMENT**  
for the period ended 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Continuing operations</b>				
<b>Sales</b>	2	<b>2,416</b>	2,342	5,663
Cost of goods sold		<b>(1,109)</b>	(1,112)	(2,588)
<b>Gross profit</b>		<b>1,307</b>	1,230	3,075
Operating expenses		<b>(1,188)</b>	(1,117)	(2,373)
Share of results of joint ventures and associates		<b>13</b>	15	41
<b>Operating profit</b>	2	<b>132</b>	128	743
Finance costs	3	<b>(75)</b>	(54)	(109)
Finance income	3	<b>25</b>	20	36
<b>Profit before tax</b>	4	<b>82</b>	94	670
Income tax	5	<b>(23)</b>	(25)	(146)
<b>Profit for the period from continuing operations</b>		<b>59</b>	69	524
<b>Discontinued operations</b>				
Profit for the period from discontinued operations	8	-	35	776
<b>Profit for the period</b>		<b>59</b>	104	1,300
<b>Attributable to:</b>				
Equity holders of the company		<b>60</b>	92	1,297
Non-controlling interest		<b>(1)</b>	12	3

**Earnings per share from continuing and discontinued operations** (in pence per share)

Basic	6	<b>7.5p</b>	11.5p	161.9p
Diluted	6	<b>7.5p</b>	11.4p	161.5p

**Earnings per share from continuing operations** (in pence per share)

Basic	6	<b>7.5p</b>	9.0p	66.0p
Diluted	6	<b>7.5p</b>	9.0p	65.9p

The accompanying notes to the condensed consolidated financial statements form an integral part of the financial information.

**CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME**  
for the period ended 30 June 2011

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Profit for the period	<b>59</b>	104	1,300
Net exchange differences on translation of foreign operations	<b>(53)</b>	270	173
Currency translation adjustment disposed	-	-	13
Actuarial (losses) / gains on retirement benefit obligations	<b>(19)</b>	(122)	71
Taxation on items recognised in other comprehensive income	<b>2</b>	38	(41)
<b>Other comprehensive (expense) / income for the period</b>	<b>(70)</b>	186	216
<b>Total comprehensive (expense) / income for the period</b>	<b>(11)</b>	290	1,516
<b>Attributable to:</b>			
Equity holders of the company	<b>(7)</b>	258	1,502
Non-controlling interest	<b>(4)</b>	32	14

**CONDENSED CONSOLIDATED BALANCE SHEET**

as at 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
Property, plant and equipment		<b>353</b>	353	366
Intangible assets	11	<b>5,760</b>	5,242	5,467
Investments in joint ventures and associates		<b>58</b>	34	71
Deferred income tax assets		<b>266</b>	474	276
Financial assets – Derivative financial instruments		<b>149</b>	156	134
Retirement benefit assets		<b>7</b>	-	-
Other financial assets		<b>62</b>	65	58
Trade and other receivables		<b>131</b>	133	129
<b>Non-current assets</b>		<b>6,786</b>	6,457	6,501
Intangible assets – Pre-publication		<b>654</b>	701	647
Inventories		<b>488</b>	532	429
Trade and other receivables		<b>1,247</b>	1,240	1,337
Financial assets – Derivative financial instruments		-	13	6
Financial assets – Marketable securities		<b>8</b>	5	12
Cash and cash equivalents (excluding overdrafts)		<b>541</b>	468	1,736
<b>Current assets</b>		<b>2,938</b>	2,959	4,167
Assets classified as held for sale		-	678	-
<b>Total assets</b>		<b>9,724</b>	10,094	10,668
Financial liabilities – Borrowings		<b>(1,902)</b>	(2,004)	(1,908)
Financial liabilities – Derivative financial instruments		<b>(4)</b>	(2)	(6)
Deferred income tax liabilities		<b>(442)</b>	(461)	(471)
Retirement benefit obligations		<b>(148)</b>	(449)	(148)
Provisions for other liabilities and charges		<b>(18)</b>	(40)	(42)
Other liabilities	12	<b>(284)</b>	(121)	(246)
<b>Non-current liabilities</b>		<b>(2,798)</b>	(3,077)	(2,821)
Trade and other liabilities	12	<b>(1,375)</b>	(1,309)	(1,605)
Financial liabilities – Borrowings		<b>(67)</b>	(612)	(404)
Financial liabilities – Derivative financial instruments		-	(2)	-
Current income tax liabilities		<b>(203)</b>	(159)	(215)
Provisions for other liabilities and charges		<b>(56)</b>	(38)	(18)
<b>Current liabilities</b>		<b>(1,701)</b>	(2,120)	(2,242)
Liabilities directly associated with assets held for sale		-	(181)	-
<b>Total liabilities</b>		<b>(4,499)</b>	(5,378)	(5,063)
<b>Net assets</b>		<b>5,225</b>	4,716	5,605
Share capital		<b>203</b>	203	203
Share premium		<b>2,529</b>	2,517	2,524
Treasury shares		<b>(130)</b>	(123)	(137)
Reserves		<b>2,590</b>	1,795	2,948
Total equity attributable to equity holders of the company		<b>5,192</b>	4,392	5,538
Non-controlling interest		<b>33</b>	324	67
<b>Total equity</b>		<b>5,225</b>	4,716	5,605

The condensed consolidated financial statements were approved by the Board on 28 July 2011.



**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY**  
for the period ended 30 June 2011

	Equity attributable to the equity holders of the company					Total	Non-controlling interest	Total equity
	Share capital	Share premium	Treasury shares	Translation reserve	Retained earnings			
<i>all figures in £ millions</i>								
<b>2011 half year</b>								
<b>At 1 January 2011</b>	203	2,524	(137)	402	2,546	<b>5,538</b>	67	<b>5,605</b>
Total comprehensive income	-	-	-	(51)	44	<b>(7)</b>	(4)	<b>(11)</b>
Equity-settled transactions	-	-	-	-	18	<b>18</b>	-	<b>18</b>
Tax on equity-settled transactions	-	-	-	-	-	-	-	-
Issue of ordinary shares under share option schemes	-	5	-	-	-	<b>5</b>	-	<b>5</b>
Purchase of treasury shares	-	-	(12)	-	-	<b>(12)</b>	-	<b>(12)</b>
Release of treasury shares	-	-	19	-	(19)	-	-	-
Put options over non-controlling interest	-	-	-	-	(72)	<b>(72)</b>	-	<b>(72)</b>
Changes in non-controlling interest	-	-	-	-	(72)	<b>(72)</b>	(30)	<b>(102)</b>
Dividends	-	-	-	-	(206)	<b>(206)</b>	-	<b>(206)</b>
<b>At 30 June 2011</b>	203	2,529	(130)	351	2,239	<b>5,192</b>	33	<b>5,225</b>
<b>2010 half year</b>								
At 1 January 2010	203	2,512	(226)	227	1,629	4,345	291	4,636
Total comprehensive income	-	-	-	250	8	258	32	290
Equity-settled transactions	-	-	-	-	20	20	-	20
Tax on equity-settled transactions	-	-	-	-	-	-	-	-
Issue of ordinary shares under share option schemes	-	5	-	-	-	5	-	5
Purchase of treasury shares	-	-	(49)	-	-	(49)	-	(49)
Release / cancellation of treasury shares	-	-	152	-	(152)	-	-	-
Changes in non-controlling interest	-	-	-	-	-	-	8	8
Dividends	-	-	-	-	(187)	(187)	(7)	(194)
At 30 June 2010	203	2,517	(123)	477	1,318	4,392	324	4,716

**CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY** *continued*  
for the period ended 30 June 2011

	Equity attributable to the equity holders of the company					Total	Non-controlling interest	Total equity
	Share capital	Share premium	Treasury shares	Translation reserve	Retained earnings			
<i>all figures in £ millions</i>								
<b>2010 full year</b>								
At 1 January 2010	203	2,512	(226)	227	1,629	4,345	291	4,636
Total comprehensive income	-	-	-	175	1,327	1,502	14	1,516
Equity-settled transactions	-	-	-	-	50	50	-	50
Tax on equity-settled transactions	-	-	-	-	4	4	-	4
Issue of ordinary shares under share option schemes	-	12	-	-	-	12	-	12
Purchase of treasury shares	-	-	(77)	-	-	(77)	-	(77)
Release / cancellation of treasury shares	-	-	166	-	(166)	-	-	-
Changes in non-controlling interest	-	-	-	-	(6)	(6)	(231)	(237)
Dividends	-	-	-	-	(292)	(292)	(7)	(299)
At 31 December 2010	203	2,524	(137)	402	2,546	5,538	67	5,605

**CONDENSED CONSOLIDATED CASH FLOW STATEMENT**

for the period ended 30 June 2011

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Cash flows from operating activities</b>				
Net cash (used in) / generated from operations	15	<b>(43)</b>	(32)	1,169
Interest paid		<b>(27)</b>	(30)	(78)
Tax paid		<b>(52)</b>	(46)	(85)
<b>Net cash (used in) / generated from operating activities</b>		<b>(122)</b>	(108)	1,006
<b>Cash flows from investing activities</b>				
Acquisition of subsidiaries, net of cash acquired		<b>(347)</b>	(149)	(535)
Acquisition of joint ventures and associates		<b>(2)</b>	(4)	(22)
Purchase of investments		<b>(5)</b>	(3)	(7)
Purchase of property, plant and equipment		<b>(30)</b>	(52)	(76)
Proceeds from sale of property, plant and equipment		<b>8</b>	-	-
Purchase of intangible assets		<b>(32)</b>	(16)	(56)
Disposal of subsidiaries, net of cash disposed		<b>(7)</b>	-	984
Tax paid on disposal of subsidiaries		-	-	(250)
Interest received		<b>5</b>	3	10
Dividends received from joint ventures and associates		<b>3</b>	11	23
<b>Net cash (used in) / generated from investing activities</b>		<b>(407)</b>	(210)	71
<b>Cash flows from financing activities</b>				
Proceeds from issue of ordinary shares		<b>5</b>	5	12
Purchase of treasury shares		<b>(12)</b>	(39)	(77)
Proceeds from borrowings		<b>15</b>	414	241
Liquid resources disposed		<b>4</b>	62	53
Repayment of borrowings		<b>(310)</b>	-	(13)
Finance lease principal payments		<b>(4)</b>	(3)	(3)
Dividends paid to company's shareholders		<b>(206)</b>	(187)	(292)
Dividends paid to non-controlling interests		-	(7)	(6)
Transactions with non-controlling interests		<b>(108)</b>	16	(7)
<b>Net cash (used in) / generated from financing activities</b>		<b>(616)</b>	261	(92)
Effects of exchange rate changes on cash and cash equivalents		<b>(24)</b>	(3)	(1)
<b>Net (decrease) / increase in cash and cash equivalents</b>		<b>(1,169)</b>	(60)	984
Cash and cash equivalents at beginning of period		<b>1,664</b>	680	680
<b>Cash and cash equivalents at end of period</b>		<b>495</b>	620	1,664

For the purposes of the cash flow statement, cash and cash equivalents are presented net of overdrafts repayable on demand. These overdrafts are excluded from cash and cash equivalents disclosed on the balance sheet. Included in the figures above are net cash generated from / (used in) discontinued operations as follows: operating activities £nil (2010 half year: £67m, 2010 full year: £85m); investing activities excluding net cash on disposal £nil (2010 half year: £(18)m, 2010 full year: £(35)m); financing activities £nil (2010 half year: £51m, 2010 full year: £49m).

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

for the period ended 30 June 2011

**1. Basis of preparation**

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The condensed consolidated financial statements have been prepared in accordance with the Disclosure and Transparency Rules of the Financial Services Authority and with IAS 34 'Interim Financial Reporting' as adopted by the European Union (EU). The condensed consolidated financial statements should be read in conjunction with the annual financial statements for the year ended 31 December 2010 which have been prepared in accordance with International Financial Reporting Standards (IFRS) and International Financial Reporting Interpretations Committee (IFRIC) interpretations as adopted by the European Union (EU). In respect of accounting standards applicable to the group there is no difference between EU-adopted IFRS and International Accounting Standards Board (IASB)-adopted IFRS.

The condensed consolidated financial statements have also been prepared in accordance with the accounting policies set out in the 2010 Annual Report and have been prepared under the historical cost convention as modified by the revaluation of financial assets and liabilities (including derivative financial instruments) at fair value. The 2010 Annual Report refers to other new standards effective from 1 January 2011. None of these standards have had a material impact in these financial statements.

The group's forecasts and projections, taking account of reasonably possible changes in trading performance, seasonal working capital requirements and potential acquisition activity, show that the group should be able to operate within the level of its current committed borrowing facilities. The directors have confirmed that they have a reasonable expectation that the group has adequate resources to continue in operational existence for the foreseeable future. The condensed consolidated financial statements have therefore been prepared on a going concern basis.

The preparation of condensed consolidated financial statements requires the use of certain critical accounting assumptions. It also requires management to exercise its judgement in the process of applying the group's accounting policies. The areas requiring a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the condensed consolidated financial statements have been set out in the 2010 Annual Report.

The financial information for the year ended 31 December 2010 does not constitute statutory accounts as defined in section 434 of the Companies Act 2006. A copy of the statutory accounts for that year has been delivered to the Registrar of Companies. The Auditors' report on the full financial statements for the year ended 31 December 2010 was unqualified and did not contain an emphasis of matter paragraph or any statement under section 498 of the Companies Act 2006.

The condensed consolidated financial statements for the six months to 30 June 2011 have been reviewed by the auditors and their review opinion is included at the end of these statements.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**2. Segment information**

The group is organised into five segments: North American Education; International Education; Professional; Financial Times Group (FT Group); and Penguin. The results of the Interactive Data segment have been shown as discontinued.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Sales</b>			
North American Education	<b>940</b>	1,017	2,640
International Education	<b>639</b>	504	1,234
Professional	<b>177</b>	136	333
<b>Pearson Education</b>	<b>1,756</b>	1,657	4,207
<b>FT Group</b>	<b>203</b>	192	403
<b>Penguin</b>	<b>457</b>	493	1,053
<b>Sales – continuing operations</b>	<b>2,416</b>	2,342	5,663
Sales – discontinued operations	-	256	296
<b>Total sales</b>	<b>2,416</b>	2,598	5,959
<b>Adjusted operating profit</b>			
North American Education	<b>46</b>	51	469
International Education	<b>63</b>	36	171
Professional	<b>26</b>	17	51
<b>Pearson Education</b>	<b>135</b>	104	691
<b>FT Group</b>	<b>31</b>	30	60
<b>Penguin</b>	<b>42</b>	44	106
<b>Adjusted operating profit – continuing operations</b>	<b>208</b>	178	857
Adjusted operating profit – discontinued operations	-	70	81
<b>Total adjusted operating profit</b>	<b>208</b>	248	938

In addition to the external sales above, Penguin made inter-segment sales to the Education businesses of £1m (2010 half year: £13m, 2010 full year: £3m) and the Professional business made inter-segment sales to the other education businesses of £3m (2010 half year: £3m, 2010 full year: £5m). Penguin's inter-segment sales were restated at the end of 2010 following the change in segmental analysis referred to in the financial review.

Adjusted operating profit is one of Pearson's key business performance measures; it includes the operating profit from the total business including the results of discontinued operations. Other net gains and losses that represent profits and losses on the sale of subsidiaries, joint ventures, associates and other financial assets are excluded from adjusted operating profit as they distort the performance of the group. In 2011 we have excluded a net loss of £5m comprising a loss on disposal and a gain on the stepped acquisition of subsidiaries in the International Education business. In the second half of 2010 we have excluded a profit of £1,037m relating to Interactive Data, which is disclosed in discontinued operations (note 8), a profit of £12m relating to a gain in fair values on a stepped acquisition by an associate and a loss of £10m relating to the part disposal of an interest in a subsidiary. In the first half of 2010 other gains and losses relate to disposal costs incurred in advance of the disposal of Interactive Data.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**2. Segment information** *continued*

Amortisation of acquired intangibles, acquisition costs and movements in contingent acquisition consideration are also excluded from adjusted operating profit as these items are not considered to be fully reflective of the underlying performance of the group.

The following table reconciles adjusted operating profit from continuing operations to operating profit for each segment.

*all figures in £ millions*

	North American Education	International Education	Professional	FT Group	Penguin	Total
<b>2011 half year</b>						
Adjusted operating profit – continuing	46	63	26	31	42	208
Other net gains and losses	-	(5)	-	-	-	(5)
Acquisition costs	-	(6)	-	-	-	(6)
Amortisation of acquired intangibles	(28)	(28)	(5)	(4)	-	(65)
<b>Operating profit</b>	<b>18</b>	<b>24</b>	<b>21</b>	<b>27</b>	<b>42</b>	<b>132</b>
<b>2010 half year</b>						
Adjusted operating profit – continuing	51	36	17	30	44	178
Acquisition costs	-	-	(2)	(1)	-	(3)
Amortisation of acquired intangibles	(27)	(15)	(1)	(4)	-	(47)
Operating profit	24	21	14	25	44	128
<b>2010 full year</b>						
Adjusted operating profit – continuing	469	171	51	60	106	857
Other net gains and losses	-	(10)	-	12	-	2
Acquisition costs	(1)	(7)	(2)	(1)	-	(11)
Amortisation of acquired intangibles	(53)	(35)	(7)	(9)	(1)	(105)
Operating profit	415	119	42	62	105	743

Corporate costs are allocated to business segments on an appropriate basis depending on the nature of the cost and therefore the total segment result is equal to the group operating profit.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**3. Net finance costs**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Net interest payable	<b>(32)</b>	(39)	(73)
Finance income / (costs) in respect of retirement benefits	<b>2</b>	(6)	(12)
Finance cost of put options associated with acquisitions	<b>(4)</b>	-	-
Net foreign exchange (losses) / gains	<b>(13)</b>	7	9
Other gains / (losses) on financial instruments in a hedging relationship:			
- fair value hedges	-	(1)	-
Other gains / (losses) on financial instruments not in a hedging relationship:			
- amortisation of transitional adjustment on bonds	<b>1</b>	1	2
- derivatives	<b>(4)</b>	4	1
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)
Analysed as:			
Finance costs	<b>(75)</b>	(54)	(109)
Finance income	<b>25</b>	20	36
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)
Analysed as:			
Net interest payable	<b>(32)</b>	(39)	(73)
Finance income / (costs) in respect of retirement benefits	<b>2</b>	(6)	(12)
Net finance costs reflected in adjusted earnings	<b>(30)</b>	(45)	(85)
Other net finance (costs) / income	<b>(20)</b>	11	12
<b>Net finance costs</b>	<b>(50)</b>	(34)	(73)

For the purposes of calculating adjusted earnings, we have excluded the finance costs of put options as they relate to future potential acquisitions and don't reflect cash expended.

Foreign exchange and other gains and losses are excluded from adjusted earnings as they represent short-term fluctuations in market value and are subject to significant volatility. These other gains and losses may not be realised in due course as it is normally the intention to hold the related instruments to maturity.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**4. Profit before tax**

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Profit before tax – continuing operations</b>		<b>82</b>	94	670
Add back: amortisation of acquired intangibles	2	<b>65</b>	47	105
Add back: acquisition costs	2	<b>6</b>	3	11
Add back: other gains and losses	2	<b>5</b>	-	(2)
Add back: other net finance costs / (income)	3	<b>20</b>	(11)	(12)
Adjusted profit before tax - continuing operations		<b>178</b>	133	772
Adjusted profit before tax - discontinued operations		-	70	81
<b>Total adjusted profit before tax</b>		<b>178</b>	203	853

**5. Income tax**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Income tax charge – continuing operations</b>	<b>(23)</b>	(25)	(146)
Add back: tax benefit on amortisation of acquired intangibles	<b>(22)</b>	(17)	(35)
Add back: tax benefit on acquisition costs	<b>(2)</b>	(1)	(4)
Add back: tax benefit on other gains and losses	-	-	(1)
Add back: tax (benefit) / charge on other net finance income	<b>(6)</b>	3	3
Add back: tax benefit on recognition of pre-acquisition and capital losses	-	-	(37)
Tax amortisation benefit on goodwill and intangibles	<b>8</b>	8	36
Adjusted income tax charge - continuing operations	<b>(45)</b>	(32)	(184)
Adjusted income tax charge - discontinued operations	-	(21)	(31)
<b>Total adjusted income tax charge</b>	<b>(45)</b>	(53)	(215)
Tax rate reflected in adjusted earnings	<b>25.0%</b>	26.0%	25.2%

The adjusted income tax charge excludes the tax benefit or charge on items that are excluded from profit before tax (see note 4). Also excluded from the adjusted income tax charge in the full year 2010, is the tax benefit from recognition of pre-acquisition and capital losses as these do not relate to the group's previous operating activities.

The tax benefit from tax deductible goodwill and intangibles is added to the adjusted income tax charge as this benefit more accurately aligns the adjusted tax charge with the expected medium-term rate of cash tax payments.



**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**6. Earnings per share**

Basic earnings per share is calculated by dividing the profit attributable to equity shareholders of the Company (earnings) by the weighted average number of ordinary shares in issue during the period, excluding ordinary shares purchased by the Company and held as treasury shares. Diluted earnings per share is calculated by adjusting the weighted average number of ordinary shares to take account of all dilutive potential ordinary shares and adjusting the profit attributable, if applicable, to account for any tax consequences that might arise from conversion of those shares.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Profit for the period from continuing operations	<b>59</b>	69	524
Non-controlling interest	<b>1</b>	3	5
<b>Earnings from continuing operations</b>	<b>60</b>	72	529
Profit for the period from discontinued operations	-	35	776
Non-controlling interest	-	(15)	(8)
<b>Earnings</b>	<b>60</b>	92	1,297
Weighted average number of shares (millions)	<b>799.9</b>	802.3	801.2
Effect of dilutive share options (millions)	<b>2.0</b>	1.8	1.8
Weighted average number of shares (millions) for diluted earnings	<b>801.9</b>	804.1	803.0
<b>Earnings per share from continuing and discontinued operations</b>			
Basic	<b>7.5p</b>	11.5p	161.9p
Diluted	<b>7.5p</b>	11.4p	161.5p
<b>Earnings per share from continuing operations</b>			
Basic	<b>7.5p</b>	9.0p	66.0p
Diluted	<b>7.5p</b>	9.0p	65.9p

**7. Adjusted earnings per share**

In order to show results from operating activities on a consistent basis, an adjusted earnings per share is presented which excludes certain items as set out below.

The adjusted earnings per share includes both continuing and discontinued businesses on an undiluted basis. The Company's definition of adjusted earnings per share may not be comparable to other similarly titled measures reported by other companies.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
<b>2011 half year</b>									
<b>Operating profit</b>	2	<b>132</b>	-	5	6	65	-	-	<b>208</b>
Net finance costs	3	<b>(50)</b>	-	-	-	-	20	-	<b>(30)</b>
<b>Profit before tax</b>	4	<b>82</b>	-	5	6	65	20	-	<b>178</b>
Income tax	5	<b>(23)</b>	-	-	(2)	(22)	(6)	8	<b>(45)</b>
<b>Profit for the period – continuing</b>		<b>59</b>	-	5	4	43	14	8	<b>133</b>
Profit for the period – discontinued	8	-	-	-	-	-	-	-	-
<b>Profit for the period</b>		<b>59</b>	-	5	4	43	14	8	<b>133</b>
Non-controlling interest		<b>1</b>	-	-	-	-	-	-	<b>1</b>
<b>Earnings</b>		<b>60</b>	-	5	4	43	14	8	<b>134</b>
Weighted average number of shares (millions)									<b>799.9</b>
<b>Adjusted earnings per share</b>									<b>16.8p</b>

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
2010 half year									
Operating profit	2	128	70	-	3	47	-	-	248
Net finance costs	3	(34)	-	-	-	-	(11)	-	(45)
Profit before tax	4	94	70	-	3	47	(11)	-	203
Income tax	5	(25)	(21)	-	(1)	(17)	3	8	(53)
Profit for the period – continuing		69	49	-	2	30	(8)	8	150
Profit for the period – discontinued	8	35	(49)	7	-	5	-	2	-
Profit for the period		104	-	7	2	35	(8)	10	150
Non-controlling interest		(12)	-	(2)	-	(2)	-	(1)	(17)
Earnings		92	-	5	2	33	(8)	9	133
Weighted average number of shares (millions)									802.3
Adjusted earnings per share									16.6p

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**7. Adjusted earnings per share** *continued*

<i>all figures in £ millions</i>	note	Statutory income statement	Re-analyse discontinued operations	Other net gains and losses	Acquisition costs	Amortisation of acquired intangibles	Other net finance income / costs	Tax amortisation benefit	Adjusted income statement
2010 full year									
Operating profit	2	743	81	(2)	11	105	-	-	938
Net finance costs	3	(73)	-	-	-	-	(12)	-	(85)
Profit before tax	4	670	81	(2)	11	105	(12)	-	853
Income tax	5	(146)	(31)	(38)	(4)	(35)	3	36	(215)
Profit for the period – continuing		524	50	(40)	7	70	(9)	36	638
Profit for the period – discontinued	8	776	(50)	(731)	-	5	-	-	-
Profit for the period		1,300	-	(771)	7	75	(9)	36	638
Non-controlling interest		(3)	-	(12)	-	(2)	-	-	(17)
Earnings		1,297	-	(783)	7	73	(9)	36	621
Weighted average number of shares (millions)									801.2
Adjusted earnings per share									77.5p

Other net gains and losses in the table above includes the tax benefit from recognition of pre-acquisition and capital losses (see note 5).

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**8. Discontinued operations**

On 29 July 2010, Pearson's 61% share in Interactive Data Corporation was sold to Silver Lake and Warburg Pincus for \$2bn. The results of Interactive Data are included as discontinued operations in 2010. There are no discontinued operations in 2011.

The sales and profit for the period on discontinued operations are analysed below.

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
<b>Sales by discontinued operations</b>	-	256	296
Operating profit before intangible amortisation	-	70	81
Intangible amortisation	-	(7)	(8)
Finance income	-	-	-
Attributable tax expense	-	(21)	(28)
Profit after tax before sale of discontinued operations	-	42	45
Profit / (loss) before tax on sale of discontinued operations	-	(10)	1,037
Attributable tax (expense) / benefit	-	3	(306)
Profit / (loss) after tax on sale of discontinued operations	-	(7)	731
<b>Profit for the period from discontinued operations</b>	-	35	776
Profit before tax	-	53	1,110
Attributable tax expense	-	(18)	(334)
<b>Profit for the period from discontinued operations</b>	-	35	776
Operating profit included in adjusted earnings	-	70	81
Finance income	-	-	-
Attributable tax expense	-	(21)	(31)
<b>Profit for the period included in adjusted earnings</b>	-	49	50
Intangible amortisation	-	(7)	(8)
Attributable tax benefit	-	2	3
Profit / (loss) before tax on sale of discontinued operations	-	(10)	1,037
Attributable tax (expense) / benefit	-	3	(306)
Less: Tax amortisation benefit on goodwill and intangibles	-	(2)	-
<b>Profit for the period from discontinued operations</b>	-	35	776

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**8. Discontinued operations** *continued*

The profit on sale of discontinued operations is analysed below:

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Proceeds received	-	-	1,234
Costs	-	(10)	(43)
Net assets disposed	-	-	(141)
Profit / (loss) on sale before cumulative translation adjustment	-	(10)	1,050
Cumulative translation adjustment	-	-	(13)
<b>Profit / (loss) on sale before tax</b>	<b>-</b>	<b>(10)</b>	<b>1,037</b>
Attributable tax benefit / (expense)	-	3	(306)
<b>Profit / (loss) on sale after tax</b>	<b>-</b>	<b>(7)</b>	<b>731</b>

**9. Dividends**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Amounts recognised as distributions to equity shareholders in the period	<b>206</b>	187	292

The directors are proposing an interim dividend of 14.0p per equity share, payable on 16 September 2011 to shareholders on the register at the close of business on 19 August 2011. This interim dividend, which will absorb an estimated £112m of shareholders' funds, has not been included as a liability as at 30 June 2011.

**10. Exchange rates**

Pearson earns a significant proportion of its sales and profits in overseas currencies, the most important being the US dollar. The relevant rates are as follows:

	<b>2011 half year</b>	2010 half year	2010 full year
Average rate for profits	<b>1.61</b>	1.52	1.54
Period end rate	<b>1.61</b>	1.50	1.57

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**11. Intangible assets**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Goodwill	<b>4,855</b>	4,544	4,568
Other intangibles	<b>905</b>	698	899
<b>Total intangibles</b>	<b>5,760</b>	5,242	5,467

**12. Trade and other liabilities**

<i>all figures in £ millions</i>	<b>2011 half year</b>	2010 half year	2010 full year
Trade payables	<b>(315)</b>	(309)	(470)
Accruals	<b>(473)</b>	(445)	(581)
Deferred income	<b>(536)</b>	(448)	(559)
Other liabilities	<b>(335)</b>	(228)	(241)
<b>Trade and other liabilities</b>	<b>(1,659)</b>	(1,430)	(1,851)
Analysed as:			
Trade and other liabilities – current	<b>(1,375)</b>	(1,309)	(1,605)
Other liabilities – non-current	<b>(284)</b>	(121)	(246)
<b>Total trade and other liabilities</b>	<b>(1,659)</b>	(1,430)	(1,851)

The deferred income balance comprises principally multi year obligations to deliver workbooks to adoption customers in school businesses; advance payments in assessment and testing businesses; subscription income in school and newspaper businesses; and obligations to deliver digital content in future periods.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**13. Business combinations**

On 31 May 2011 the North American Education business acquired Schoolnet Inc., a leading provider of data-driven education software for students and teachers. On 10 June 2011, the group completed the acquisition of EDI plc, a UK listed education services company operating primarily in the work based learning sector. In the period to 30 June 2011, the group also completed the acquisitions of CTI Education in South Africa, Tutorvista in India and various other smaller acquisitions.

Provisional values for the assets and liabilities arising from acquisitions completed in the period together with adjustments to prior period acquisitions are set out below.

	Schoolnet	EDI	Other	Total
<i>all figures in £ millions</i>				
Property, plant and equipment	1	3	2	6
Intangible assets	-	2	68	70
Intangible assets – Pre-publication	-	-	4	4
Inventories	-	-	7	7
Trade and other receivables	3	6	1	10
Cash and cash equivalents	2	10	25	37
Financial liabilities – Borrowings	-	-	(1)	(1)
Trade and other liabilities	(8)	(3)	(41)	(52)
Current income tax liabilities	-	(1)	(1)	(2)
Net deferred income tax liabilities	-	-	(10)	(10)
Provisions for other liabilities and charges	-	-	(2)	(2)
Retirement benefit obligations	-	(1)	-	(1)
Non-controlling interest	-	-	(14)	(14)
<b>Net assets / (liabilities) acquired at fair value</b>	<b>(2)</b>	<b>16</b>	<b>38</b>	<b>52</b>
Goodwill	147	100	97	344
<b>Total</b>	<b>145</b>	<b>116</b>	<b>135</b>	<b>396</b>
Satisfied by:				
Cash	(145)	(101)	(131)	(377)
Deferred consideration	-	(15)	-	(15)
Net prior year adjustments	-	-	(4)	(4)
<b>Total consideration</b>	<b>(145)</b>	<b>(116)</b>	<b>(135)</b>	<b>(396)</b>



**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**13. Business combinations** *continued*

The net cash outflow on acquisitions in the period is shown in the table below:

	<b>Total</b>
<i>all figures in £ millions</i>	
Cash – Current period acquisitions	<b>(377)</b>
Deferred payments for prior period acquisitions and other items	<b>(3)</b>
Cash and cash equivalents acquired	<b>37</b>
Acquisition costs paid	<b>(4)</b>
<b>Net cash outflow on acquisitions</b>	<b>(347)</b>

In total, acquisitions completed in the period contributed an additional £35m of sales and £6m of operating profit before acquisition costs and intangible amortisation. If the acquisitions had completed on 1 January 2011 then we estimate that sales for the period would have been £2,446m and profit before tax would have been £87m.

**14. Net debt**

	<b>2011 half year</b>	2010 half year	2010 full year
<i>all figures in £ millions</i>			
<b>Non-current assets</b>			
Derivative financial instruments	<b>149</b>	156	134
<b>Current assets</b>			
Derivative financial instruments	-	13	6
Marketable securities	<b>8</b>	5	12
Cash and cash equivalents (excluding overdrafts)	<b>541</b>	468	1,736
<b>Non-current liabilities</b>			
Borrowings	<b>(1,902)</b>	(2,004)	(1,908)
Derivative financial instruments	<b>(4)</b>	(2)	(6)
<b>Current liabilities</b>			
Borrowings	<b>(67)</b>	(612)	(404)
Derivative financial instruments	-	(2)	-
<b>Net debt – continuing operations</b>	<b>(1,275)</b>	(1,978)	(430)
Net cash classified as held for sale	-	232	-
<b>Total net debt</b>	<b>(1,275)</b>	(1,746)	(430)

Pearson repaid its \$500m 7.0% Global Dollar Bonds on maturity in June 2011.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**15. Cash flows**

<i>all figures in £ millions</i>	note	<b>2011 half year</b>	2010 half year	2010 full year
<b>Reconciliation of profit for the period to net cash (used in) / generated from operations</b>				
Profit for the period		<b>59</b>	104	1,300
Income tax		<b>23</b>	43	480
Depreciation and amortisation charges		<b>120</b>	119	246
Loss on sale of property, plant and equipment (PPE)		<b>3</b>	3	3
Loss / (profit) on sale of businesses		<b>5</b>	10	(1,027)
Acquisition costs		<b>6</b>	3	11
Net finance costs		<b>50</b>	34	73
Share of results of joint ventures and associates		<b>(13)</b>	(15)	(41)
Share-based payment costs		<b>18</b>	20	39
Net foreign exchange adjustment		<b>1</b>	4	(3)
Pre-publication		<b>(17)</b>	(9)	29
Inventories		<b>(63)</b>	(66)	37
Trade and other receivables		<b>92</b>	10	(82)
Trade and other liabilities		<b>(304)</b>	(260)	165
Retirement benefit obligations		<b>(22)</b>	(31)	(64)
Provisions		<b>(1)</b>	(1)	3
<b>Net cash (used in) / generated from operations</b>		<b>(43)</b>	(32)	1,169
Dividends from joint ventures and associates		<b>3</b>	11	23
Net purchase of PPE including finance lease principal payments		<b>(26)</b>	(55)	(79)
Purchase of intangible assets		<b>(32)</b>	(16)	(56)
<b>Operating cash flow</b>		<b>(98)</b>	(92)	1,057
Operating tax paid		<b>(52)</b>	(46)	(85)
Net operating finance costs paid		<b>(22)</b>	(27)	(68)
<b>Free cash flow</b>		<b>(172)</b>	(165)	904
Dividends paid (including to non-controlling interests)		<b>(206)</b>	(194)	(298)
<b>Net movement of funds from operations</b>		<b>(378)</b>	(359)	606
Acquisitions and disposals (net of tax)		<b>(469)</b>	(149)	150
Purchase of treasury shares		<b>(12)</b>	(39)	(77)
New equity		<b>5</b>	5	12
Other movements on financial instruments		<b>(15)</b>	(5)	2
<b>Net movement of funds</b>		<b>(869)</b>	(547)	693
Exchange movements on net debt		<b>24</b>	(107)	(31)
<b>Total movement in net debt</b>		<b>(845)</b>	(654)	662
Opening net debt		<b>(430)</b>	(1,092)	(1,092)
<b>Closing net debt</b>	14	<b>(1,275)</b>	(1,746)	(430)

Operating cash flow, operating free cash flow and total free cash flow are non-GAAP measures and have been disclosed as they are part of Pearson's corporate and operating measures.

**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS** *continued*  
for the period ended 30 June 2011

**16. Contingencies**

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There are contingent group liabilities that arise in the normal course of business in respect of indemnities, warranties and guarantees in relation to former subsidiaries and in respect of guarantees in relation to subsidiaries, joint ventures and associates. In addition there are contingent liabilities of the group in respect of legal claims, contract disputes, royalties, copyright fees, permissions and other rights. None of these claims are expected to result in a material gain or loss to the group.

**17. Related parties**

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Apart from transactions with the group's associates and joint ventures, there were no other material related party transactions and no guarantees have been provided to related parties in the period.

**18. Events after the balance sheet date**

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A reduction in the UK corporation tax rate to 25% from 1 April 2012 was proposed in the Finance (No.3) Bill 2010-11 but had not been substantially enacted at 30 June 2011 and has therefore not been reflected in these financial statements. The Bill was substantively enacted on 5 July 2011 but we do not believe that this change in rate will have a material effect on the UK deferred tax balances at 30 June 2011.

**STATEMENT OF DIRECTORS' RESPONSIBILITIES**

The directors confirm that the condensed consolidated financial information has been prepared in accordance with IAS 34 as adopted by the European Union and that the interim management report includes a fair review of the information required by sections 4.2.7 and 4.2.8 of the Disclosure and Transparency Rules of the Financial Services Authority.

The directors of Pearson plc are listed in the 2010 Annual Report.

By order of the Board

Marjorie Scardino  
Chief Executive  
28 July 2011

Robin Freestone  
Chief Financial Officer  
28 July 2011

## INDEPENDENT REVIEW REPORT TO PEARSON PLC

### Introduction

We have been engaged by Pearson plc (the "Company") to review the condensed set of financial statements in the half-yearly financial report for the six months ended 30 June 2011, which comprises the condensed consolidated income statement, condensed consolidated statement of comprehensive income, condensed consolidated statement of changes in equity, condensed consolidated balance sheet, condensed consolidated cash flow statement and related notes. We have read the other information contained in the half-yearly financial report and considered whether it contains any apparent misstatements or material inconsistencies with the information in the condensed set of financial statements.

### Directors' responsibilities

The half-yearly financial report is the responsibility of, and has been approved by, the directors. The directors are responsible for preparing the half-yearly financial report in accordance with the Disclosure and Transparency Rules of the United Kingdom's Financial Services Authority.

As disclosed in note 1, the annual financial statements of the group are prepared in accordance with International Financial Reporting Standards as adopted by the European Union. The condensed set of financial statements included in this half-yearly financial report has been prepared in accordance with International Accounting Standard 34, "Interim Financial Reporting", as adopted by the European Union.

### Our responsibility

Our responsibility is to express to the Company a conclusion on the condensed set of financial statements in the half-yearly financial report based on our review. This report, including the conclusion, has been prepared for and only for the company for the purpose of the Disclosure and Transparency Rules of the Financial Services Authority and for no other purpose. We do not, in producing this report, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

### Scope of review

We conducted our review in accordance with International Standard on Review Engagements (UK and Ireland) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", issued by the Auditing Practices Board for use in the United Kingdom. A review of interim financial information consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with International Standards on Auditing (UK and Ireland) and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

### Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the condensed set of financial statements in the half-yearly financial report for the six months ended 30 June 2011 is not prepared, in all material respects, in accordance with International Accounting Standard 34 as adopted by the European Union and the Disclosure and Transparency Rules of the United Kingdom's Financial Services Authority.

# **NEXUS ACADEMY**

## **ATTACHMENT 24**

Litigation  
Documentation

**NOT APPLICABLE**

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part V, Question 1.a**

<b>Name</b>	<b>Title</b>	<b>Mailing Address</b>	<b>Compensation</b>
Jeffrey Reed	Board Member	5960 Carvel Avenue, Apt. A Indianapolis, IN 46220	None
Kelly Hamilton	Board Member	2126 Emerald Pines Lane Westfield, IN 46074	None
Seana Murphy	Board Member	3916 N. Broadway Indianapolis, IN 46205	None



**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part V, Question 3.a**

<b>Name</b>	<b>Qualifications</b>	<b>Work Hours</b>	<b>Duties</b>
Jeffrey Reed	See attached resume	1 hour per month	Board member
Kelly Hamilton	See attached resume	1 hour per month	Board member
Seana Murphy	See attached resume	1 hour per month	Board member

# JEFF REED

5960 Carvel Ave. • Apt. A • Indianapolis, IN 46220  
Mobile: (419) 706-7879 • Office: (317) 681-0745 • jwilliamreed@gmail.com

## SUMMARY

Extensive experience working with key stakeholders in shaping public policy at the local, state, and federal levels. Strong background in public relations and governmental affairs.

## PROFESSIONAL EXPERIENCE

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**Friedman Foundation for Educational Choice**      **Indianapolis, IN**      **Feb. 2010 – Present**  
Legacy foundation of Milton and Rose Friedman established to promote universal school choice as the most effective and equitable way to improve the quality of K-12 education in America.

### *Director, State Programs and Government Relations*

- Responsible for advancing school choice in 25 states, including Indiana, Kansas, North Carolina, Oklahoma, Tennessee, and Virginia.
- Build coalitions of business leaders, state lawmakers, and nonprofits to implement school choice programs.
- Guide lawmakers and provide research materials on school choice.
- Work closely with governors' offices to link coalition efforts with state leadership.
- Represent the foundation before various constituencies throughout the country.
  - Testify before state legislatures.
  - Write op-eds; columns have appeared in such national outlets as *The Washington Times*, *The Plain Dealer*, *Las Vegas Review-Journal*, and *The Birmingham News*.
  - Appear on radio programs to discuss education policy, school choice legislation, and coalition activities.
  - Give presentations before the general public and grassroots advocates.

**American Legislative Exchange Council**      **Washington, D.C.**      **Feb. 2007 – Feb. 2010**  
ALEC is the nation's largest, individual membership association of state legislators who support the principles of free markets, individual liberty, and limited government.

### *Director, Education Task Force*

*June 2008 – Feb. 2010*

- Directed all aspects of 185-member task force, including membership recruitment and retention, programs, services, and communications.
- Assisted in development and fundraising activities, securing grants as high as \$300,000.
- Hosted events for lawmakers, recruiting national experts, business leaders, and former state and federal public officials to serve as keynote speakers.
- Wrote op-eds and press releases, produced publications, and served as education expert.
- Assisted private- and public-sector members with crafting "model legislation" and advised members on education issues.
- Managed two staff members.

### *Coordinator, Public Affairs*

*Feb. 2007 – May 2008*

- Served as chief editor for all ALEC publications and promotional materials.

*Coordinator, Public Affairs continued*

- Speechwriter for senior staff, ALEC's national chairman, corporate sponsors, and special guests at ALEC national conferences.
- Wrote press releases and op-eds, assisted with media relations, and managed Web site.
- Served as ALEC spokesperson for customer and media inquiries.

**Charles G. Koch Charitable Foundation                      Washington, D.C.                      June 2007 – June 2008**

Established by Charles G. Koch to advance social progress and well-being through the "Science of Liberty," which studies how societies can achieve long-term peace, civility, and prosperity.

*Alumnus, Associate Program*

- Received advanced studies in Market Based Management, a philosophy that promotes operational excellence in nonprofit organizations.
- Attended weekly lectures and participated in group activities focused on leadership skills.

**EDUCATION** \_\_\_\_\_**Ohio University    Athens, OH    2002 – 2006**

*Bachelor of Science in Communications, magna cum laude*

- Major: Political Communications; minor: Journalism.

**HONORS/HONORARIES** \_\_\_\_\_

- Named Ohio University's 2006 "Top Graduating Senior" in Communication and Public Advocacy.
- Recognized for Outstanding Academic Achievement, Scripps College of Communication, 2003-2006.
- Member, Golden Key International Honour Society, 2004-2006.
- Member, Alpha Lambda Delta Honor Society, 2002-2006.
- Member, Lambda Pi Eta Honor Society, 2005-2006.

**RELEVANT EXPERIENCE** \_\_\_\_\_**Susan Brooks for Congress    Indianapolis, IN    Nov. 2011 – Present**

*Education Policy Coordinator*

- Lead team of volunteers and advise candidate on education policy.
- Identify federal issues facing public education on the state and local levels and develop education policy agenda accordingly.

**Ohio University    Indianapolis, IN    Feb. 2011 – Present**

*President, Indiana Alumni Chapter*

- Promote Ohio University as an educational alternative for Indiana residents.
- Organize activities that strengthen ties among alumni residing in Indiana.

# Kelly Hamilton

2126 Emerald Pines Lane ♦ Westfield, Indiana 46074 ♦ (317) 223-8350 ♦ [khamilton50@hotmail.com](mailto:khamilton50@hotmail.com)

♦ Twitter: @khamilton50 ♦ LinkedIn: <http://www.linkedin.com/in/kellyrhamilton>

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## Profile

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Experienced **product marketer** and licensed **K12 school administrator** bringing extensive knowledge of the K20 market to the eLearning industry. Direct experience managing cross-functional teams and projects and developing and managing programs proven successful for client engagement and retention.

**Competencies:** Analytical, Articulate, Detail-Oriented, Organized, Inspiring, Personable, Self-Confident; Goal-Oriented, Initiative, Self-Motivated

## Skills Summary

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- |                              |                                |                                       |
|------------------------------|--------------------------------|---------------------------------------|
| ♦ Strategic Marketing        | ♦ Customer Focused             | ♦ Professional Presentations          |
| ♦ Sales Pipeline Forecasting | ♦ Partner Relations Management | ♦ Campaign development/product launch |
| ♦ Lead generation            | ♦ Team Management              | ♦ Pricing and promotions              |
| ♦ Business Development       |                                |                                       |

## Professional Experience

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### MARKETING/COMMUNICATION

- ♦ Develop strategic marketing plans for client retention from research, market analysis, pricing, client engagement, to future business planning
- ♦ Work with Product Development, Product Management, Support, and others to plan, develop, and manage all client-facing community programs where clients impact future products, including beta programs, limited field trials, product development partnerships, bug/suggestion squads
- ♦ Acts as primary client advocate on Go-to-Market team, Product Council, and other cross-functional development teams
- ♦ Interact regularly with clients and internal stakeholders to build awareness of the programs and exceed participation goals
- ♦ Develop and maintain customer advisory board and serve as its primary facilitator
- ♦ Develop marketing and collateral materials, including content on the corporate website, product literature, white papers, sales presentations, case studies, and other sales tools for product launches

### SALES SUPPORT

- ♦ Partner with Sales leadership to develop/manage global client retention programs impacting \$250 million in contract value and impacting a sales team of over 65 reps
- ♦ Strategize key differentiators and develop programs, resources, and collateral for sales to engage with individual clients in order to retain at 93% year over year
- ♦ Participate in national and regional trade shows from developing/delivering company and customer presentations to media buying and promotional activities
- ♦ Work with sales team to maximize sales opportunities, support RFP development, and support key customers
- ♦ Develop pricing models and sales promotional activities designed to retain clients and create sales opportunities

### BUSINESS DEVELOPMENT/MANAGEMENT

- ♦ Develop partnership objectives and establish strategies and actions to grow business
  - Research and analyze market needs and approach companies with partnership proposals
  - Develop and foster relationships with partner companies' executives
  - Manage the development of partnership programs from initial creation through completion, including negotiation and contracts
- ♦ Work with Product Management to identify and develop product features necessary to support growth
- ♦ Drive resolution in product development of customer satisfaction issues

# Kelly Hamilton

Résumé, Page 2

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## TEAM MANAGEMENT

- ◆ Manage deliverables from across teams to deliver high quality experience for clients in community programs
- ◆ Manage cross-functional/cross-vertical team successfully delivering sales/marketing assets on budget /time
- ◆ Managed over twenty-five direct reports
  - Perform biannual evaluations, including pre- and post-observation conferences
  - Plan, develop, and deliver professional development opportunities
  - Serve as mentor and coach for building- and state-level certification programs
- ◆ Responsible for hiring and dismissal of employees

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## Employment History

BLACKBOARD, INC. – Indianapolis, IN  
**Senior Manager, Product Marketing**, July 2009 to present

CENTER FOR EDUCATION AND EVALUATION POLICY, INDIANA UNIVERSITY –  
Bloomington, IN  
**Consultant**, 2006 to 2010

ANGEL LEARNING – Indianapolis, IN  
**K12 Marketing Manager**, 2008 to 2009

ST. THEODORE GUERIN HIGH SCHOOL – Noblesville, IN  
**Assistant Principal and Director of Academic Affairs**, 2006 to 2008  
**Dean of Students**, 2005 to 2006  
**Department Chair and Teacher**, 2004 to 2006

BISHOP CHATARD HIGH SCHOOL – Indianapolis, IN  
**Teacher**, 1998 to 2004

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## Professional Affiliations, Presentations, Development, and Awards

BREBEUF PREPERATORY HIGH SCHOOL TECHNOLOGY TASK FORCE  
member, 2011-2012

SOFTWARE AND INFORMATION INDUSTRY ASSOCIATION  
**Global Strategies & Strategic Partnerships Working Group**, co-chair, 2012, and founding  
member, 2009 to present  
**Ed Tech Industry Summit**, steering committee member, 2012  
**Ed Tech Opportunities in Africa**, program moderator, Dec 2011  
**Ed Tech Business Forum**, steering committee member, 2009  
**US Department of Education and SIIA**, focus group member, “Developing a New National  
Educational Technology Plan: The Developer’s Perspective,” June, 2009  
**Ed Tech Industry Summit**, panel speaker, “Maximizing Learning for All Students: Tools and  
Environments for Differentiation,” May 2009

SUPERVISORY SKILLS TRAINING  
**Blackboard, Inc.**, February, 2010

JACOBI PERSUASIVE SPEAKING  
**Presentation Skills Training**, October, 2009

PRAGMATIC MARKETING  
**Effective Product Marketing Training**, August, 2009

ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT  
member, 2004 to present

# Kelly Hamilton

Résumé, Page 3

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TAEJON CHRISTIAN INTERNATIONAL SCHOOL  
**International Baccalaureate Symposium**, guest presenter, February 2008

HAMILTON COUNTY LEADERSHIP ACADEMY  
panel speaker, August 2006

## Education

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INDIANA WESLEYAN UNIVERSITY – Marion, IN  
**Principal Licensure Program**, 2004  
**Master's Degree of Education in Curriculum and Instruction**, 2003

SOUTHERN ILLINOIS UNIVERSITY – Carbondale, IL  
**Bachelor's Degree of Education**, 1997  
Major: French  
Minor: English

## References

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Available upon request

**Seana C. Murphy**  
**3916 N. Broadway**  
**Indianapolis, Indiana 46205**  
**317.457-7401**

Education

- 1991-1995 Christian Theological Seminary, Indianapolis, Indiana  
Masters of Theology: Concentration: Christian Ethics  
\*Magna Cum Laude
- 1987-1991 DePauw University, Greencastle, Indiana  
Bachelor's Arts Sociology  
\*Sociology Student of the Class
- 1983-1987 Decatur Central High School, Indianapolis, Indiana

Work Experience

- 2011-present *Assistant Vice President, Admissions and Enrollment Management, Ivy Tech:  
Operating Budget \$220,000 department*

Supervisory Responsibilities:

- Direct and manage 14 Directors of Admissions across the state
- Direct and manage 14 Designated School Officials across the state (International Student Staff)
- Coordinate management of 46 admissions staff members across the state

Fiscal Responsibilities:

- Ensure appropriate use of funds in alignment with the colleges' strategic plan
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful deployment of enrollment strategies to maintain 220,000 student level
- Ensure annual increase in number of students entering the college statewide
- Generate and maintain collaborations with Indiana four year institutions
- Work with colleges' marketing department to develop and employ successful recruiting campaigns

- 2001-2011 *State Director, Twenty-first Century Scholars Program:  
Operating Budget \$5 million*

Supervisory Responsibilities:

- Direct and manage 56 employees across the state
- Direct, manage, supervise 7 Central Office Staff
- Coordinate management of 108 program volunteers

Fiscal Responsibilities:

- Secure multi-year funding from U.S. Department of Education
- Establish operating budgets for 14 sites across the state
- Ensure compliance with federal and state regulations
- Identify and secure federal grants to support program

Programming Responsibilities

- Ensure successful enrollment of 13,000 students annually
- Ensure annual increase in number of students entering college

- Develop, coordinate, implement grade specific pre college activities
- Generate and maintain collaborations with Indiana colleges and universities

*1995-2001*

*Site Coordinator, Twenty-first Century Scholars Program:  
Operating Budget \$300,000*

Supervisory Responsibilities:

- Direct and manage 4 site staff members and 7 AmeriCorps members
- Coordinate management of 50 program volunteers

Fiscal Responsibilities

- Ensure compliance with federal and state regulations
- Identify and secure community funds to support programming

Programming Responsibilities

- Develop and implement programming for 12,000 families across 4 county region
- Ensure annual increase the number of students enrolling into the program

*1989-1995*

*Executive Director, Jubilee Summer Program:  
Operating Budget \$90,000*

- Develop and implement programming for 100 youth ages 4-18
- Introduce youth to cultural, recreational, social venues throughout the city
- Raise funds needed to support the program annually



**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part V, Question 5a through 5c.**

Better Blended Learning for Indiana, Inc. (“BBLI”) has not yet adopted a conflict of interest policy. The BBLI board plans to adopt a policy at its first meeting, attached is a draft submitted as Attachment 7 along with the charter application to the Indiana Charter School Board. The adopted policy will conform to the sample conflict of interest policy provided within Appendix A to the Form 1023 application materials and to the requirements of Indiana law.

In the interim, there is no potential for conflict of interest with respect to a person’s influence over setting their own compensation because BBLI currently has no paid employees. Each board member receives no compensation and BBLI does not intend to hire paid employees until the charter application is approved and the conflict of interest policy is adopted. The board plans to approve employee compensation based upon written annual market compensation studies which take into consideration competence, qualification, experience and geographical location. The board will review such compensation studies and approve employee compensation as official board actions and the documentation for these decisions will be reflected within the meeting minutes.

The conflict of interest policy adopted by the board will also ensure persons who have a conflict of interest will not have influence over board decisions regarding business deals with themselves.

# CONFLICT OF INTEREST

Version: 1

Date of Approval:

## Purpose

The Board is committed to high standards of ethical conduct. The purpose of the policy is to protect the School when it is contemplating entering into a transaction or arrangement that might impermissibly benefit the private Financial Interest of an Officer or Director of the Board, and to provide the Board with a procedure which, if observed, will allow a transaction or arrangement to be treated as valid and binding even though Board Director has, or may have, a Conflict of Interest with respect to the transaction.

## Policy

The Board places great importance on making clear any existing or potential Conflicts of Interest. All such Conflicts of Interest shall be declared by the member concerned and noted in the minutes.

## Definitions

“Board” means the members of the Board of Directors of the School or any Board committee with Board-delegated powers that is considering the proposed transaction or arrangement.

“Compensation” means direct and indirect remuneration as well as gifts or favors that are substantial in nature.

“Conflict of Interest” means an interest that is likely to impermissibly benefit the private interest of a Board Director. Examples of a conflict of interest include (but are not limited to):

- When a Board member or his/her Immediate Family or business interests stands to gain financially from any business dealings, programs, or services of the organization.
- When a Board member offers to perform a professional service for the organization
- When a Board member stands to gain personally or professionally from any insider knowledge if that knowledge is used to personal advantage.
- When a Board member has a role on the governing body of another organization, and the activities of the other body might directly conflict or compete with the activities of the School.

“Financial Interest” is an interest held by a person, either directly or indirectly, through business, investment, or family, that falls into one or more of the following categories:

- an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

- a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

A Financial Interest is not necessarily a Conflict of Interest. In general, a person with a Financial Interest has a Conflict of Interest only if the Board decides that a Conflict of Interest exists. However, under no circumstances may the School purchase anything from a Board Director or lease a facility from a Board Director.

“Immediate Family” means spouse, children, parents, grandparents and grandchildren of Board member.

“Interested Person” means any Director, Officer, or member of the Board who has a direct or indirect Financial Interest.

## **Procedure**

### **Duty to Disclose**

In connection with any transaction or arrangement that might give rise to a Conflict of Interest, an Interested Person must disclose the existence of his or her Financial Interest and must be given the opportunity to disclose all material facts to the Board. The Interested Person must make this disclosure at the start of the regularly scheduled Board meeting following discovery of the Financial Interest; provided, however, that no action can be taken on such disclosure unless the issue was identified in the posted agenda for the meeting where required by the Open Meetings Law.

### **Determining Whether a Conflict of Interest Exists**

After disclosure of the Financial Interest and all material facts, and after any discussion with the Board, the interested Board member shall not participate in the discussions or vote on the matter. The remaining Board members shall determine whether a Conflict of Interest exists.

### **Procedures for Addressing the Conflict of Interest**

1. If the Board determines that a Financial Interest of a Board member constitutes a Conflict of Interest, the Board Chair (or acting Board Chair if the sitting chair is the Interested Person) shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement giving rise to the conflict of interest.
2. After exercising due diligence, the Board shall determine whether it can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
3. If a more advantageous transaction or arrangement is not reasonably attainable, and the State’s Ethics Laws do not prohibit or invalidate the proposed transaction, the Board or committee shall determine by a majority vote whether the proposed transaction or arrangement is

in the School's best interest, for its own benefit, and whether the transaction is fair and reasonable to the School. Based on this determination, the Board shall decide whether to enter into the proposed transaction or arrangement.

4. The Board shall make its determination using the Rebuttable Presumption Checklist (Property) as a guide.

### **Violations of the Conflict of Interest Policy**

1. If the Board or committee has reasonable cause to believe that a member has failed to disclose an actual or possible Conflict of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the response of the member and making such further investigation as the Board deems warranted under the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible Conflict of Interest, the Board shall take appropriate corrective action.

### **Records of Proceedings**

The minutes of the Board shall document the Conflict of Interest and contain:

- the names of the persons who disclosed or otherwise were found to have a Financial Interest giving rise to an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.
- the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken on the subject.

### **Compensation**

1. A voting member of the Board who receives direct or indirect compensation from the School for services that are necessary for carrying out the School's purposes (other than serving as a Board Director), where this is permitted by law or not otherwise prohibited, is precluded from participating in discussions or votes pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives direct or indirect compensation from the School for services is precluded from participating in discussions or votes pertaining to that member's compensation.

3. When setting compensation for any individual, the Board committee with jurisdiction over compensation matters shall set such compensation using the Rebuttable Presumption Checklist (Compensation).

4. No Board member is precluded from providing information to the Board of Directors or any committee of the Board regarding member compensation.

### **Annual Statements**

Each Director and member of the Board shall annually sign the Conflict of Interest Disclosure Statement, which affirms that the Board member:

- has received a copy of the Conflict of Interest Policy,
- has read and understands the Policy,
- has agreed to comply with the Policy, and
- understands that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

### **Periodic Review**

The Board shall conduct periodic reviews to ensure that the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its status as an organization exempt from federal income tax.

The periodic reviews shall, at a minimum, address the following subjects:

- Whether compensation arrangements and benefits are reasonable and the result of arm's-length bargaining and do not result in inurement or impermissible private benefit.
- Whether partnership and joint venture arrangements and third party transactions conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's charitable purposes, and do not result in inurement or impermissible private benefit.
- Whether agreements with employees and third-party payers further the School's charitable purposes and do not result in inurement or impermissible private benefit.

In conducting the periodic reviews provided for above, the School may use outside advisors. The use of outside advisors does not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

### **Related Documents**

Rebuttable Presumption Checklist (Property)  
Rebuttable Presumption Checklist (Compensation)  
Conflict of Interest Disclosure Statement  
Bylaws

**Rebuttable Presumption Checklist (Compensation)**

1. *Interested Person:*

Name: \_\_\_\_\_

Title / Position Description: \_\_\_\_\_

2. Terms of compensation arrangement:

Salary: \_\_\_\_\_

Bonus: \_\_\_\_\_

Deferred compensation: \_\_\_\_\_

Fringe benefits (excluding IRC 132 fringes and expense reimbursements under an accountable plan):

\_\_\_\_\_

\_\_\_\_\_

Liability insurance premiums: \_\_\_\_\_

Foregone interest on loans: \_\_\_\_\_

Other: \_\_\_\_\_

3. Name of *authorized body*: \_\_\_\_\_

4. Date *authorized body* approved compensation arrangement: \_\_\_\_\_

5. Members of *authorized body* on date of approval:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

6. Titles / Positions:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_  
E. \_\_\_\_\_

7. Background (education, experience, etc.):

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

8. Conflict of interest as to compensation arrangement:

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

9. Comparable Data:

A. Compensation paid by similar organizations for functionally comparable positions: \_\_\_\_\_  
B. Availability of similar services in geographic area: \_\_\_\_\_  
C. Current compensation surveys compiled by independent firms: \_\_\_\_\_  
D. Actual written offers from similar institutions: \_\_\_\_\_  
E. Compensation data paid by three comparable organizations in similar communities for similar services:  
i. \_\_\_\_\_  
ii. \_\_\_\_\_  
iii. \_\_\_\_\_

10. Documentation:

Description of records: \_\_\_\_\_

Date records were prepared: \_\_\_\_\_

Date records were approved by *authorized body*: \_\_\_\_\_

Per records:

- A. Terms of transaction approved: \_\_\_\_\_  
\_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
  - v. \_\_\_\_\_
- E. Description of comparability data obtained and relied on by *authorized body*: \_\_\_\_\_  
\_\_\_\_\_
- F. Description of how comparability data was obtained: \_\_\_\_\_  
\_\_\_\_\_
- G. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
\_\_\_\_\_
- H. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
\_\_\_\_\_

11. For a non-fixed payment subject to a cap:

- A. Date authorized body obtained comparability data that a fixed payment would be reasonable compensation: \_\_\_\_\_
- B. Amount of such fixed payment: \_\_\_\_\_
- C. Maximum amount payable under contract (both fixed and non-fixed payments): \_\_\_\_\_  
\_\_\_\_\_



**Rebuttable Presumption Checklist (Property)**

- 1. Interested Person:  
Name: \_\_\_\_\_  
Title / Position Description: \_\_\_\_\_
- 2. Property to be transferred or used:  
Description: \_\_\_\_\_  
Location: \_\_\_\_\_
- 3. Name of *authorized body*: \_\_\_\_\_
- 4. Date *authorized body* approved property transfer: \_\_\_\_\_
- 5. Members of *authorized body* on date of approval:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 6. Conflict of interest as to property transfer:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_
- 7. Comparable Data – Appraisals:
  - A. Appraiser(s) name and address \_\_\_\_\_  
\_\_\_\_\_
  - B. Appraiser(s) qualifications: \_\_\_\_\_  
\_\_\_\_\_
  - C. Date(s) of appraisal(s): \_\_\_\_\_  
\_\_\_\_\_
  - D. Fair market value per appraisal(s): \_\_\_\_\_  
\_\_\_\_\_

- E. Appraisal method(s) used (e.g., sales comparison, income analysis, replacement costs, etc.): \_\_\_\_\_  
 \_\_\_\_\_
8. Comparable Data – Offers received from open and competitive bidding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. Documentation:
- Description of records: \_\_\_\_\_
- Date records were prepared: \_\_\_\_\_
- Date records were approved by *authorized body*: \_\_\_\_\_
- Per records:
- A. Terms of transaction approved: \_\_\_\_\_  
 \_\_\_\_\_
- B. Date reviewed and approved by *authorized body* as reasonable, accurate and complete: \_\_\_\_\_
- C. Members of *authorized body* present during debate:
- i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_  
 iv. \_\_\_\_\_  
 v. \_\_\_\_\_
- D. Members of *authorized body* who voted on transaction:
- i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_  
 iv. \_\_\_\_\_  
 v. \_\_\_\_\_
- E. Description of any actions taken as to consideration of transaction by member of *authorized body* who had a conflict of interest: \_\_\_\_\_  
 \_\_\_\_\_
- F. If value determined differs from comparability data, basis for determination: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



If yes, please describe the proceeding(s) and if a Family Member or entity is involved, the identity of the Family Member or entity and your relationship with that person or entity:

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D. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the School in accordance with the terms and intent of the School's conflict of interest policy?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

If yes, please describe the situation(s) and if a Family Member or entity is involved, the identity of the Family Member or related entity and your relationship with that person or entity:

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I HERBY CONFIRM that I received a copy of the Conflicts of Interest Policy, read and understand the policy, agree to comply with the policy, and understand that the School is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. I confirm that my responses to the above questions are complete and accurate to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I did not comply with the policy, I will notify the President of the Board or the Treasurer immediately.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part VI, Question 1.a through 1.b.**

As described above, Better Blended Learning for Indiana, Inc. (“BBLI”) will provide educational services through its operation of an Indiana public charter school to maximize academic achievement for students in grades 9-12 throughout the City of Indianapolis who need an alternative to the traditional classroom. Therefore, BBLI provides educational services to these students and to the school district.

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part VI, Question 2**

As described above, the educational services provided by Better Blended Learning for Indiana, Inc. (“BBLI”) through its operation of an Indiana public charter school seeks to maximize academic achievement specifically targeting students in grades 9-12 throughout the City of Indianapolis who need an alternative to the traditional classroom.

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part VIII, Question 4a, d**

The School may, from time to time, submit applications for federal and/or Indiana state grants, as well as foundation grants.

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part VIII, Question 5**

As described above, under Indiana law, Better Blended Learning for Indiana, Inc. (“BBLI”) will operate a public charter school which is a local governmental agency. In addition, the charter application for Nexus Academy of Indianapolis will be granted by the Indiana Charter School Board, which is a local government agency as a political subdivision of the State of Indiana.



**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part VIII, Question 15**

As the operator of a public charter school under Indiana law, Better Blended Learning for Indiana, Inc. (“BBLI”) will have a close connection with the Indiana Charter School Board, which is a local government agency as a political subdivision of the State of Indiana. In addition, BBLI proposes to enter into an Educational Products and Services Agreement with Connections Academy of Indiana LLC. A copy of the draft agreement is attached hereto and was submitted as Attachment 8 to the charter application to the Indiana Charter School Board. The BBLI board will decide whether to enter into the draft agreement at its first meeting.

**SAMPLE**

**EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT  
BETWEEN CONNECTIONS ACADEMY OF INDIANA LLC AND BETTER BLENDED  
LEARNING FOR INDIANA**

( \_\_\_\_\_ 2012)

This **EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT** (“Agreement”), is made and entered into by and between **CONNECTION ACADEMY OF INDIANA LLC**, an Indiana limited liability company (“Connections”) and **BETTER BLENDED LEARNING FOR INDIANA**, a non-profit education corporation holding a charter for **NEXUS ACADEMY OF INDIANAPOLIS** (the “Charter School”) (individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Charter School has requested or secured authorization from the Authorizer (as hereinafter defined) to operate a blended charter school pursuant to the applicable Charter School Law;

**WHEREAS**, Connections has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of charter schools, including but not limited to providing the “Educational Products and Services” as defined in Section 1.13 below;

**WHEREAS**, the Charter School desires to contract with Connections to provide such Educational Products and Services, and Connections desires to contract with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and Connections are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management of Educational Products and Services by Connections on behalf of the Charter School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Definitions.**

1.1 “**Academic Year**” shall mean the school year as defined by the School Calendar (as defined in Section 1.24).

1.2 **“Administrative Staff”** shall include the employees of Connections holding the positions described in Section 3.5.

1.3 **“Affiliate”** shall mean any entity controlling, controlled by, or under common control with, Connections. Pearson PLC and its affiliates shall be deemed Affiliates of Connections.

1.4 **“Authorizer”** shall mean the Indiana Charter School Board.

1.5 **“Blended Learning”** shall mean an educational model that combines online curriculum, technology-facilitated instruction, and face-to-face instruction, and tracks all educational activities with school management software.

1.6 **“Budget”** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 9.

1.7 **“Charter”** shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.

1.8 **“Charter Petition”** shall mean the application to the Authorizer for authorization of the Charter of the Charter School submitted to the Authorizer by the Charter School Board on \_\_\_\_\_ (as the same may be amended, modified or supplemented from time to time).

1.9 **“Charter School Board”** shall mean the Board of Directors of the Charter School.

1.10 **“Charter School Law”** shall refer to Title 20, Article 24 of the Indiana Code.

1.11 **“Confidential Information”** shall have the meaning set forth in Section 10 of this Agreement.

1.12 **“Course(s)”** shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Indiana in order to be recognized for high school credit in grades 9-12.

1.13 **“Educational Products and Services”** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.14 **“Effective Date”** shall be the date first written above.

1.15 **“Eligible Students”** shall have the meaning set forth in Section 5 of this Agreement.

1.16 **“Enrolled”** shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of their acceptance in the Charter School; (c) has not been expelled from the Charter School; (d) has not been withdrawn from the Charter School by the parents or guardians or by the Student themselves if they are legally permitted to do so; (e) has not been withdrawn from the Charter School for lack of attendance or participation; (f) has not enrolled in another full-time public or private school; and (g) for whom the enrollment requirements of the Charter School have been met.

1.17 **“Instructional Materials”** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.18 **“On-Site Teachers”** are Teachers employed by Connections in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. .

1.19 **“Parent/Guardian”** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or emancipated.

1.20 **“Performance Review”** shall mean a review of Connections’ performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with Connections.

1.21 **“Personalized Learning Plan”** or **“PLP”** shall have the meaning set forth in Section 3.1 of this Agreement.

1.22 **“Program Assistants”** shall mean employees of Connections who perform the responsibilities described in Section 3.6(e).

1.23 **“Program Guide”** shall mean the description of the curriculum and instructional program offered by Connections that is published annually.

1.24 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. Connections will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Indiana law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.25 “**School Handbook**” shall mean the set of policies, rules and guideline that are to be followed by Students and their Parents/Guardians. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.26 “**Special Needs Students**” shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.27 “**Student**” shall mean a child who is Enrolled in the Charter School.

1.28 “**Student Records**” shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g(a)(4)(A), which the Charter School or Connections is required to retain in accordance with state law.

1.29 “**Teachers**” are persons employed by Connections who provide educational instruction to Students.

1.30 “**Term**” shall have the meaning set forth in Section 6 of this Agreement.

1.31 “**Virtual Teachers**” are Teachers employed by Connections in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement.

## **2. Educational Products to be Provided by Connections.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time to time upon the mutual agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be subject to reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to Connections for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by Connections to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the

Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its Affiliates, and/or their vendors, or both, as the case may be. Connections shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. Connections may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. Connections and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, Connections may provide either version.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sublicense to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet<sup>®</sup> tutorials and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to Connections for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by Connections to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. The Charter School may lease from Connections: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter Petition or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Hardware and/or Software may be updated from time to time with the approval of the Charter School Board. The Charter School shall not be responsible for ensuring the return to Connections of Hardware and/or Software supplied by Connections to Students, Administrative Staff or

Teachers. However, to the extent that such Hardware and/or Software is not recovered, Connections may invoice Students, unless prohibited by law for any Hardware and/or Software not returned. Connections and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Parent/Guardian, Administrative Staff, or Teachers obtains ownership of any such Hardware and/or Software. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with Connections to manage such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by Connections.

2.4 Office Products and Supplies. The Charter School may engage Connections to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School (“Office Products and Supplies”). The Charter School acknowledges and agrees that Connections, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by Connections to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with Connections to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.

2.5 Education Management System. Connections will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited sub-license during the Term for the use of Connexus<sup>®</sup>, the Education Management System (“EMS”) used by Administrative Staff, Teachers, Students, Parents/Guardians and other individuals required or otherwise authorized to access the system in order to provide or receive the Educational Services specified in this Agreement. The EMS will include features and functions required to meet the requirements of the Charter Petition including: Assignment Management and Tracking, Communication Tools and Reporting. Connections may update the features and functions of the EMS from time to time. The Charter School acknowledges and agrees that Connections is the sole owner of its EMS through which certain of the Educational Services are delivered, and any content contained in the EMS is owned by Connections or its licensors/vendors. This Agreement does not constitute a transfer by Connections to the Charter School, Administrative Staff, Teachers, Students, or Parents/Guardians of any intellectual property rights in its EMS or any content contained in the EMS. All right, title, and interest in and to the EMS and any content contained in the EMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections and its licensors.

### **3. Educational Services.**

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time to time at the mutual agreement of both Parties.

3.1 Relationship Manager. One or more employees of Connections shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

3.2 Personalized Learning Plan Protocol. A Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Indiana or required by the Charter.

3.3 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of Indiana’s standardized tests including but not limited to: (a) a placement evaluation; (b) an additional skills assessment designed to measure a Student’s level against state standards, which will generally be administered to Students enrolled during the first two (2) months of the Academic Year and those Enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Charter School Board and Connections; (d) Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.4 Standardized Tests. All Students shall be required to participate in the State of Indiana’s standardized tests to the same extent as students enrolled in any other Indiana public school. Connections shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

#### 3.5 Administrative Staff.

(a) Lead School Administrator. Connections shall employ a person who shall be designated as the “Principal” of the Charter School. Connections’ selection of the Principal shall be approved by the Charter School Board. The Principal, if there is only one such position, or the Director, if there is more than one Principal, or a Teacher, if acting as the Lead School Administrator if there is no Principal, shall be sometimes hereinafter referred to as the “Lead School Administrator”.



(b) Other Clerical or Support Administrative Positions. Connections may also employ one or more individuals in clerical or support positions as may be required to support school operations.

(c) Responsibility. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The On-Site Teachers shall report to the Lead School Administrator or such individual as shall have been designated by him or her, and the Lead School Administrator shall work primarily under the direction of the Executive Director of School Programs, or his/her designee, subject to oversight by the Charter School Board. The Lead School Administrator shall comply with Connections practices and protocols in the delivery of the Educational Services and shall report to Connections as to the operation of the Charter School.

(d) Replacement of Lead School Administrator. The Charter School Board shall participate annually in Connections' evaluation of the Lead School Administrator. The Charter School Board shall have the right to request that Connections replace the Lead School Administrator, in the event that the Charter School Board is dissatisfied with his or her performance, and so notifies Connections in writing. Upon such written request, Connections shall promptly take steps to replace the Lead School Administrator. In addition, Connections may replace the Lead School Administrator at any time; provided that the Lead School Administrator's replacement and compensation shall be reviewed and approved by the Charter School Board. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to Students.

(e) Program Assistants: Connections may also employ one or more individuals as Program Assistants. Program Assistants shall be responsible for non-instructional aspects that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Lead School Administrator.

(f) Other Administrative Staff. Connections may also employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.

### 3.6 Teaching Staff.

(a) Employment of Teachers. Connections will employ one or more persons designated as On-Site Teachers who will work face-to-face with students at the Charter School. In addition to the On-Site Teachers, Connections shall employ Virtual Teachers who will be responsible for providing on-line instruction in connection with elective Courses and extracurricular programs offered to the Students as part of the Blended Learning Model. . Connections shall be responsible for recruiting, training, and assigning Teachers. All Teachers shall hold a valid teaching certificate and each On-Site Teacher will hold an Indiana teaching certificate, permit or other document required by the State of Indiana or as required by applicable state or local law. These requirements may be waived with the prior written approval of the Charter School Board: (a) for self-instruction by Students Enrolled in the accredited National Connections Academy private school in elective Courses for which there is insufficient demand to support a full-time Teacher, or (b) only with respect to electives, where there is no Indiana-certified Teacher available to teach a Course. In order for Students to receive transfer credit for such Courses, it must be approved by the Charter School Board. Connections and the Lead School Administrator will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Lead School Administrator shall provide a prompt report to the Charter School Board and Connections on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies Connections in writing.

3.7 Contracted Services. Connections shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. Connections agrees to require sufficient background checks, including fingerprinting, as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

3.8 Educational Resource Center. Connections shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with

such staff being available to Teachers and Students, according to the terms of the School Handbook and other policies and procedures established by Connections. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time.

3.9 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the Connections protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Indiana statutes and regulations that specify professional development requirements.

3.10 Technical Support and Maintenance. Connections shall provide technical support and maintenance for Hardware and/or Software, Teachers and Administrative Staff provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 9 a.m. to 6 p.m. Eastern Time. Connections will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by Connections, Connections shall provide initial technical support for non-Connections supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. Connections may contract with outside vendors for the provision of all or any portion of the technical support and maintenance required herein.

3.11 Educational and Financial Records. Connections shall provide maintenance of educational and financial records in accordance with state, local and federal requirements. Connections shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Records, as well as educational and financial records shall remain the property of the Charter School, subject to inspection and copying under the Indiana Access to Public Records Act. All such records shall be maintained and housed at the administrative offices of Connections. To the extent any such records are stored in an electronic format, the electronic records shall be accessible through EMS or made available to the Charter School within five (5) business days of the Charter School's written request for such records. Connections may retain a copy of such records subject to the confidentiality requirements of this Section.

3.12 Services to Special Needs Students. Connections and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to

Special Needs Students. On behalf of the Charter School, Connections shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

### 3.13 Office Facilities and Services.

(a) The Charter School may contract with Connections to provide or maintain in good working order a blended school facility, which may include learning spaces for students, offices, capital equipment, or furniture and fixtures.

(i) Any facility provided or managed by Connections shall be ADA-compliant and meet any other requirements of the Charter Petition, Charter School Law, or applicable laws or regulations. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board. Connections agrees that it will have no beneficial financial interest in any approved lease. All leases negotiated on behalf of the Charter School or entered into by Connections on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter Petition, unless otherwise approved by the Charter School Board. In addition, in the event that this Agreement is terminated prior to its expiration, if Connections has entered into the facility lease on behalf of the Charter School, (A) Connections shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, and the Charter School Board shall accept any such assignment, subject to landlord approval if such approval is required, and (B) any capital equipment or furniture and fixtures owned by Connections and located in the facility may be purchased by the Charter School at the then-current tax records book value. If Connections has entered into the facility lease on behalf of the Charter School, Connections shall permit the Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

(ii) If the Charter School does not elect to contract with Connections to provide or manage its facilities and capital equipment, furniture and fixtures, then the Charter School shall be responsible for providing them at its own cost, and shall ensure that access to any facility that it maintains shall be ADA-compliant. Further, liability and property insurance for any facility leased directly or managed by the Charter School, and for any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

(b) The Charter School may contract with Connections to provide telephone service, data lines, including Internet access, and such other similar services used by personnel who are engaged in providing Educational Services under this Agreement.

(c) Internet Access. In order to be Enrolled, each Student must have access to the Internet for a sufficient amount of time to complete on-line components of the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). At a minimum, access must include one computer connected to the Internet at the school facility for each Student. If the Charter School contracts with Connections to provide or manage its facilities, Connections will ensure that the facility is capable of providing sufficient Internet access to each Student. If the Charter School does not elect to contract with Connections to provide or manage its facilities, it will be responsible for ensuring sufficient Internet access at the facility for the Students.

3.14 Financial and Other Reporting. Connections will provide treasury and accounting reports for all Connections activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. Connections will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter Petition, including a report of budgeted and actual expenses, and will assist in providing any information required by the Authorizer, Charter School, Indiana Department of Education or its auditors. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor Connections' performance. Connections specifically acknowledges its responsibility to make information concerning the operation and management of the Charter School available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. Connections shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data will be available to the Charter School Board separately from Connections' operations or any other schools managed by Connections.

3.15 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from Connections, Connections shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with Connections for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by Connections and to assume all liability related to any failure by the Charter School to provide such management services.

3.16 Management of Instructional Materials. Connections will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.17 Other Management Services. Connections will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9.

3.18 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to Connections pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.19 Other. Connections will be responsible to provide such other services not specifically described herein but which are required by the Charter Petition. Connections will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9. To the extent that any of the terms, conditions, or provisions of the Charter Petition conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter Petition shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

#### **4. Services Provided to Connections by the Charter School.**

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter Petition, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Other Services. To the extent that the Charter School elects not to contract with Connections for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter Petition.

4.3 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 14.

## 5. Eligible Students.

5.1 Admission Requirements. Any child qualified under the laws of Indiana for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or regulation. Connections will not charge tuition and shall not charge any other fees unless approved by the Charter School Board.

5.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and Connections shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, Connections may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board.

5.3 Priority. Connections agrees to follow the admissions preferences as laid out in the Charter Petition and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

5.4 Recruiting and Community Education. Connections will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

5.5 Public Website. Connections will maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

5.6 Enrollment. The Charter School delegates to Connections responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay Connections for any Students it admits who are not eligible. Connections shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Indiana law, Students who do not comply with the terms of the School Handbook may also be withdrawn. Connections will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student's next school. Connections will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. Connections will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

## **6. Term and Termination.**

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of **Month Day, 2017** (the "Initial Term").

6.2 Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional term of \_\_\_\_\_ (\_\_\_) years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party;

(c) By Connections, if the payments to which Connections is entitled under Section 9 of this Agreement are materially reduced as a result of a change in funding provided to the Charter School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

(d) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Indiana law and regulation;

(e) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a blended charter school, as defined by applicable laws and regulations, but only if Connections is



unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(f) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether Connections has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than April 1; or

(g) By either party, in the event that the Parties fail to agree on a Budget in accordance with Section 9.

6.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (d), or (f).

6.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) Connections shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from Connections to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the EMS and other Educational Products and Services shall be discontinued;

(d) Connections shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

**7. Representation Regarding Non-discrimination.**

Connections, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Indiana law.

**8. Health and Safety.**

8.1 Connections specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**9. Financial Terms.**

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by Connections under this Agreement, Connections and the Charter School shall negotiate in good faith a schedule of fees (the “Fee Schedule”) for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively, “Total Revenues”).

(b) Any costs required by the Charter Petition not specifically included in this Agreement shall be paid by the Charter School.

(c) The Parties may agree to have Connections act as its payment agent for various other expenditures not included in the Fee Schedule. Connections will be entitled to reimbursement

for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) Connections will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Indiana law, for any invoices paid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by Connections to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the Charter School is disputing any charges. The Charter School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Indiana. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Connections shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of Connections' failure to adequately perform its responsibilities under this Agreement or the Charter, Connections will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

**9.2** : Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to Connections as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, Connections shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds Ten Thousand Dollars (\$10,000), and in the event that credits have previously been issued and not repaid, Connections shall be entitled to the repayment of any such credits without interest.

9.3 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and Connections do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

9.4 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the Charter School is eligible to receive additional revenue over and above the State Aid amounts, Connections will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

9.5 Breakdown of Charges. No later than September 30 of each year during the Term, Connections will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, a sublicense to the EMS, Computer Hardware and Software, etc. This shall not change the amounts due to Connections by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by Connections.

9.6 Sales Tax. The Charter School shall provide Connections with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## **10. Confidential Information.**

10.1 Confidential Information Defined. As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners unless it must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business

strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.11. Connections shall make such information and facilities available to authorized Charter School personnel, Authorizer, Indiana regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.11.

10.3 Protection of Student Records. The Parties acknowledge and agree that under Indiana Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **11. Ownership of Intellectual Property and Tangible Personal Property Supplied by Connections.**

11.1 Intellectual Property. Charter School agrees that Connections or its licensor is the sole owner of the EMS, and Connections, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the EMS (“Content”) made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the EMS, the Intangible Instructional Materials or the Content by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to Connections and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of Connections and its transferees.

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by Connections pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with Connections.

11.3 Trademarks. Connections and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services. Connections trademarks can be found at: : <http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.pdf> (collectively, the “Licensed Marks”). Connections grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up to date version of which can be found at <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name “Connections Academy”, the Connections Academy logo and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

## **12. Indemnification.**

12.1 Indemnification by Connections of the Charter School Board. To the extent not covered by insurance or not barred by any state legislation, Connections shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Charter School Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by Connections, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of Connections shall survive the termination of this Agreement. Connections shall have the right, at its own expense, to participate in the defense of any suit, without relieving Connections of any of its obligations hereunder.

12.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any state legislation, the Charter School shall defend, indemnify and hold Connections and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which Connections, its Affiliates and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any officer, agent, or employee of Connections or its Affiliates, as the case may be. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

12.3 Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

**13. Limitation of Liabilities.**

13.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of Connections or its Affiliates, their directors, officers, employees, or agents.

13.2 In no event will Connections or its Affiliates and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

**14. Insurance.**

14.1 Connections Insurance. Connections will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by Connections, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker’s compensation insurance for any Connections employees provided under the terms of this Agreement. The Charter School may request to be included as an “additional insured” at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

14.2 Charter School Insurance. The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter Petition, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event Connections shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. Connections shall be included as an “additional insured” as to any such coverage. The Charter School will also maintain and keep in force Director and Officer’s Insurance in the amount required by the Authorizer or by the Charter Petition, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.

14.3 Liability Insurance. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School.

**15. Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:

Nexus Academy of Indianapolis  
c/o Better Blended Learning for



Indiana  
Address to Come

If to Connections:

Connections Academy of Indiana  
LLC  
c/o Connections Education LLC  
Attention: President  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

Cc:

Connections Education LLC  
Attention: General Counsel  
1001 Fleet Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

## **16. Miscellaneous.**

16.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

16.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to Charter School Board, shall not be deemed a violation of this Agreement.

16.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

16.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

16.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

16.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

16.7 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Indiana. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Indiana, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

16.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

16.9 Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter Petition, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

16.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

16.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

16.12 Attendance at Meetings. During the Term, Connections will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate

without the express permission of the Charter School Board. The designated individuals shall also have the right to attend closed or executive sessions where such attendance is not prohibited by applicable law.

16.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

16.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15, 16.1, 16.2, 16.3, 16.5, 16.6, 16.7, 16.9, 16.10, 16.11, 16.13 and 16.14 shall survive the termination of this Agreement.

16.15 Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Indiana, and is not a division or a part of the Charter School. The Charter School is a Indiana not-for-profit education corporation authorized by the Charter School Law and is not a division or part of Connections. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the Charter School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement execute by Connections and the Charter School.

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**BETTER BLENDED LEARNING FOR INDIANA**

**CONNECTIONS ACADEMY OF INDIANA LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part IX, Section A, Line 7**

Line 7 – Revenue received from the State of Indiana, Department of Education for provision of public school education paid generally on an “ADA” or “average daily attendance” basis, other Indiana government sources, and federal public education revenues.

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Attachment Part IX, Section A, Line 23**

LINE 23, LIST OF PROGRAM EXPENSES

Expenses	6/30/2012	6/30/2013	6/30/2014
Professional Development	0	0	2,500
Textbooks	0	0	100,000
Technology	0	0	10,000
Computers	0	0	66,000
Software	0	0	120,000
Other classroom supplies	0	0	1,500
Field trips, other unclassified items	0	0	7,000
Direct Course Instructional Support	0	0	220,320
Core Courses Grading Support	0	0	20,000
Academic Scheduling Services	0	0	10,000
Educational Resource Center	0	0	25,200
Guidance Counselor Services	0	0	0
Administration Dues, fees, misc expenses	0	0	1,000
Office supplies	0	0	4,000
Internet Services	0	0	32,400
Telephone/Telecommunication Services	0	2,700	0
Total Insurance Costs	0	0	1,500
Travel	0	0	5,000
Postage	0	0	1,600
Special Education Services	0	0	36,658
Staff Recruiting	0	0	2,000
Enrollment and Records Management	0	0	8,000
Human Resources Support	0	0	10,000
Marketing Services	0	0	10,997
Treasury Services	0	0	21,995
Indiana Charter School Board Administrative Fee	0	0	29,326
CMO/EMO Fee	0	0	95,310
Community Outreach	0	0	50,000
<b>Total Other Expenses</b>	<b>0</b>	<b>2,700</b>	<b>892,306</b>

**APPLICATION FOR RECOGNITION OF EXEMPTION**  
**Better Blended Learning for Indiana, Inc.**  
**FEIN: 45-4760576**

**Schedule B Part I, Questions 1.a and b and 2.a**

Better Blended Learning for Indiana, Inc. (“BBLI”) has submitted a charter application to the Indiana Charter School Board in order to establish and operate Nexus Academy of Indianapolis, a public charter secondary school in the State of Indiana. Consequently, BBLI will be controlled and operated in accordance with applicable statutes and regulations for public schools under Indiana law. Further, the Indiana Charter School Board and the Indiana Department of Education, which are divisions and subdivisions of the State of Indiana, will exert control over BBLI as the operator of the Nexus Academy of Indianapolis through monitoring and oversight authority concerning the charter school’s finances, supervising charter school activities, and authority to revoke the charter if necessary.