

CHANGE IN AUTHORIZER APPLICATION

2022-23 School Year

as submitted to the Indiana Charter School Board March 2022

Exhibit A

Application Checklist – Change in Authorizer

#	Document	Page Limit	Format	Completed
	Application Overview	Use Template in <u>Exhibit B</u>	PDF	
	Application (including Executive Summary)	60	MS Word or PDF	
1	Board Member Resumes	None	MS Word or PDF	
2	Statement of Economic Interest and Conflict of Interest Form (completed by each board member)	Use Template in <u>Exhibit C</u>	PDF	
3	Board Minutes	None	MS Word or PDF	
4	Governance Documents	None	MS Word or PDF	
5	Education Service Provider Contract	None	MS Word or PDF	
6	Performance Reports	None	MS Word or PDF	
7	Academic Reviews or Evaluations	None	MS Word or PDF	
8	School Litigation Information (if applicable)	10 pages	MS Word or PDF	
9	Statement of Assurances (only one form required)	Use Template in <u>Exhibit D</u>	PDF	
10	Budget Projections Workbook	Use required Template	MS Excel (no PDF submissions)	
11	Budget Narrative	5 pages	MS Word or PDF	
12	Academic Performance Workbook	Use required Template	MS Excel	

#	Document	Page Limit	Format	Completed
13	Written Acknowledgement of Current Authorizer	None	PDF	
14	Additional Information Required for Schools Who Have Received Official Notice of Charter Termination or Nonrenewal	None	MS Word or PDF	
15	Entire Application (including Attachments)	None	PDF	

<u>Exhibit B</u>

Charter Application Overview – Change in Authorizer

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

Type of Submission:	□ Existing charter has not been revoked and organizer has not been informed that its charter will not be renewed by its current authorizer.
	□ Existing charter has been revoked or Organizer has been informed that its charter will not be renewed by its current authorizer.
Name of Charter School(s):	
School Address(es):	
Name of Board Chair:	
Contact Information:	
Name of Head of School/Principal(s):	
Contact Information:	
Year School(s) Opened:	
Name of Current Authorizer:	
Name of Education Service Provider (ESP) (if applicable):	

Current School Information:

School Name(s)	Year Opened	School Address

School(s)	Grade Levels	Number of Students	School Model

Projected Student Enrollment

Complete Tab 1 of either the Enrollment Plan for K-12 Schools or the Enrollment Plan for Adult High Schools, as applicable. Please ensure that you are completing the correct Enrollment Plan.

Signature of Designated Representative

Kevin Teasley Signature

Date

APPLICATION OVERVIEW:

- Application Overview (attached)
- Enrollment Plan for K-12 Schools (attached)

EXECUTIVE SUMMARY

The Board of Directors of the 21st Century Charter School of Gary request a change in authorizer for our school from Ball State University to the Indiana Charter School Board. 21st Century Charter School is in good standing with our current authorizer and received a 5-year charter renewal February 28, 2022.

21st Century Charter School has been in operation since 2005 and is currently the largest charter school in Gary with roughly 1300 students in grades K-12. The school has the best college and career readiness rating (88.9%) in NW Indiana, has the best graduation rate (91%) in Gary, and is one of 42 schools (and one of four charter schools) in Indiana to earn the prestigious "early college" endorsement from the Center for Excellence in Leadership of Learning (CELL) at the University of Indianapolis. For comparison, Gary traditional schools report a 62% graduation rate and a 37.6% college and career readiness rating.

21st Century Charter School's stated mission is to provide a high quality education to all students and to prepare students for success in college and/or careers. Our K-12 school begins with the end in mind—students graduating from high school with college credits, degrees and/or career certifications. And our students achieve this goal with support from our school in the form of free college tuition, free textbooks, free career certification classes and support from our students are exposed to college and career opportunities. In 8th grade, we administer the entrance exam to Ivy Tech. If students pass the test, they start taking college courses. If they don't, we remediate until they do. We also provide a summer bridge program to prepare students for the rigors of college. Our counselors guide students all the way through high school to earn credits that are included in the Indiana College Core, add up to a degree, fully transfer to a 4-year university, and/or add up to career certifications.

The school has well-established relationships with Ivy Tech Community College, Indiana University NW, Purdue NW and the Gary Area Career Center. Our students take classes on each of these campuses according to their college and career interests. Ivy Tech is currently planning to place a full-time career coach on our high school campus to serve our students each and every day.

The Board of Directors have demonstrated since 2005 it's capacity to operate this school and to grow it. We started in 2005 with 300 students. In 2012, we built a new school building to house our high school students and grew to 800 students. In 2019, our waitlist was so long, the School Board approved buying the former Ivy Tech Gary campus and expanded the enrollment again.

Today, we are at 1300 and have a waitlist of nearly 200 students. Three of the five members of our board are founding members and the two others joined shortly after we opened.

Each and every year of our operation, we have produced balanced budgets and clean financial audits.

As stated above, the school's outcomes have been among the best in the state. Graduation rates regularly 90% or better, college and career readiness ratings improving each year to now nearly 90%, and an official "early college" high school endorsement from CELL, the organization contracted by the Indiana Higher Education Commission to review school performance and early college models for endorsement purposes. In addition to these successes, 21st Century's last state accountability grade is a "C" and that is from three years ago due to the state's recent changes in testing and the pandemic, the school hasn't received a new accountability grade since 2019.

The Board's reasoning for requesting a change in authorizer is quite simple—Ball State charges an annual 3% authorizer administration fee. Over the next five years, if we do not change authorizer, the school will pay more than \$1.5 million in authorizer fees to Ball State.

For context, please consider that when 21st Century Charter School was first authorized, back in 2005, there were only two main authorizers in the state of Indiana. The Mayor of Indianapolis focused on authorizing schools within his city, and Ball State University focused on authorizing schools statewide. Schools in Gary had only one choice for authorizer. Ball State has always charged a 3% administration fee. With the state's new Indiana Charter School Board approving schools statewide, we now have a choice of authorizer and in fees as the ICSB charges less than 1% in administration fees. If approved for a change in authorizer, 21st Century Charter School will save in excess of \$1 million over the next five years. The Board believes it is financially prudent to consider all authorizer options and that moving to the ICSB makes sense for the school's budget and for the school's needs academically. We plan to put the savings created by changing authorizer back into the school and the classroom.

SECTION I: SCHOOL OVERVIEW

School Governance

1. Board Members

All Board members are local from Gary, IN.

Current Board Members:

• Arlene Colvin, Board Chair – Arlene is an attorney, and currently Chief of Staff for the Mayor of the City of Gary. She has also been the Chief of Staff for four previous Mayors of the City of Gary. She brings a wealth of experience in community leadership, law, and governance.

- Alyce Butler, Board Vice-Chair Alyce retired as the Vice President of Community Relations from NIPSCO, and has extensive experience in community leadership and governance.
- Nadine McDowell Nadine is a retired attorney, and has severed on the Ivy Tech Board of Directors. Her experience in law, organizational leadership, and academics continues to serve the Board and the School well.
- Dana Gore Dana is a certified nurse, and a lead administrator at Methodist Hospital in Gary. She supports the Board and the School with community involvement and student supports, particularly in the areas of job and career advancement.
- Arlene Mitchell Pace Arlene holds an MBA and serves as the lead Human Resources administrator for Edgewater Health in Gary. Her experience in business leadership (both human resources and financial), as well as her experience with mental health needs and resources in the Gary community have been invaluable to the School's social-emotional programming.
- Attachment 1: Board Resumes (attached)
- Attachment 2: Conflict of Interest Statements

Board members are currently completing the Conflict of Interest statements and will supplement the application with the final forms. However, no members of the Board have any Conflicts of Interest.

2. Attachment 3: Board Minutes (attached)

3. Governance Model

The School's Governance model begins with the Authorizer, who has approved the GEO Academies program, designed by the GEO Foundation, as the academic and operational program for the School.

From there, the independent Board of 21st Century is responsible for all governance, policy, and financial issues and has the responsibility of ensuring that GEO Foundation properly and successfully implements their GEO Academies program model in accordance with all federal, state, and charter authorizer regulations and as approved by the Authorizer.

This governance model has been very strong for the school, as it provides governance, leadership, and oversight from the Board, while delegating the operation of the School to experienced, on-the-ground administrators, teachers, and staff.

• Org Chart (attached after Attachment 3)

4. Governance Documents

- 501c3 Letter (attached)
- Articles of Incorporation (attached)
- Bylaws (attached)
- Conflict of Interest Policy (Formalized as part of Bylaws)
- Code of Ethics Policy (attached)

School Management

School administrators are tasked with many competing duties in education today. As a School Leader, they are asked to wear many hats. The GEO Academies program, as adopted by the Board and approved by the Authorizer in the charter application, is designed to focus the Administrator's time on achieving the best in academic and community outcomes.

All Administrators and school staff are employees of the School and are managed and supported by GEO Foundation. GEO provides support through professional development and other resources to Administrators so that they are trained in all of the GEO Academies pillars and have the resources they need to execute successfully.

On the other hand, GEO takes as much fiscal, operational, and compliance tasks from School leaders so that they can focus on the academic and community tasks. School administrators work in close collaboration with GEO to provide vital insights on operations, school needs, student success, and other areas so that GEO can continue to provide supports targeted to specific School needs.

GEO Foundation reports all information – academic, fiscal, operational – to the Board on an ongoing basis so that the Board is fully informed and can review, support, and guide as necessary.

This operational model has proven to be highly successful for the School, as evidenced by the high job satisfaction evidenced by School staff and administration. There has been minimal turnover in School leadership over the past several years, as many of our School leaders have been in their positions - or been promoted through the career development path to their leadership position – for 5, 7 and even 10 years or more. For example, our current K-6 principal, Nicole MacIntosh, has actually been with the School since the day it opened in 2005, beginning as a classroom teacher. Our 7-10 Principal, Daniel Velasco, began with the school as a classroom teacher 8 years ago through the Teach for America program. The 11-12/College and Career Principal, Krishelle Murphy, assumed her new Principal role only a year ago after helping to develop the extraordinarily successful College and Career Program over the past 8 years. The

School's Special Education Director, Erika Dilosa, began with the School as a special education teacher over a decade ago and is so well-regarded she was recently named to the Indiana State Board of Education by Governor Holcomb.

ESP Information -

1. Why was ESP selected to manage the school?

In 2005, a group of community leaders from Gary, IN visited a GEO Academy located in Indianapolis as part of their attendance at Indiana Black Expo. Impressed by the model, and wanting to bring the same educational opportunities to Gary, the leaders – including Alyce Butler, Nadine McDowell, and Arlene Colvin – invited GEO Foundation to establish the 21st Century Charter School in Gary as part of the GEO Academies family.

Through consistent performance review – including academic and financial - the Board remains satisfied with GEO's performance, and has continued to support the implementation of the GEO Academies' model. This cooperation between the Board and GEO Foundation has resulted in 21st Century becoming the best school in Gary as measured by college and career readiness and graduation rates.

Over the years, as the education sector has developed a more nuanced understanding of relationships between Boards and ESP's, and as the long-term relationship between 21st Century and GEO Foundation has matured, the school expects to transition in 2022-23 to a "Service and Licensing Agreement" with GEO, similar to what has been implemented and approved with GEO's other ICSB schools Gary Middle College, Inc., and GEO Next Generation High School in Indianapolis. A draft of that proposed agreement has been attached as Attachment 5.

Education Plan/School Design

1. Educational Philosophy of School

The school's philosophy is one that starts with the end in mind—successful careers and college for all. We believe all students are capable of creating successful futures and that they should be empowered as early as possible to do so for themselves. What does this mean? Instead of simply talking about the importance of college and career programs, we place our students in college and career programs as early as 9th grade. We spend the K-8 years developing students to be ready to start down the path of college and careers. Students in K-8 grades explore college and career opportunities and upon graduating from 8th grade, they are enrolled in a

college and career orientation program at Ivy Tech or the Career Center. We believe in the power of the place and that students learn valuable lessons by taking real college and career courses off campus and on college campuses with real college professors and mixed in with students who are not their peers. Students learn self-discipline, time management, and other life skills such as how to work with others by being exposed to college campuses. This builds self-confidence and builds their belief that they can indeed be successful in their college and career pursuits. It gives our students a reason to complete high school, too. They see the connection between high school graduation and successful college and career pursuits.

2. Curriculum Alignment

Data-Driven Decision-Making Process Behind School Model:

21st Century Charter School operates with eight guiding principles critical to their success. These principles are: 1) a student-first focus where success is determined entirely by the achievement of students; 2) high performance expectations for both staff and students; 3) data utilization to drive staff and student performance; 4) schools at the center of the organizational model; 5) bounded autonomy, in which teachers and principals at the school level have decision-making freedom within the implementation of the school model; 6) a commitment to service by the "home office" to free schools from operational burdens; 7) a focus on efficiency, particularly with respect to non-school expenses; and 8) a "no excuses" promise when it comes to serving students and families.

GEO Foundation's academic model includes four major programmatic components, or "pillars," that together achieve strong academic results for students: (1) college Immersion/dual enrollment program and blended learning, (2) strategic human capital management, (3) effective instructional practice, and (4) evidence-based curriculum. These pillars, along with the guiding principles outlined above, make up the core of the model. Individually, these pillars are proven to both improve students' academic performance during their K-12 experience and increase rates of persistence through college and entry into high-wage careers. Together, these pillars ensure that students are exposed to the highest quality materials in their classrooms, are under the care of educators who are confident and ever-improving in their craft, and are learning in environments designed to reflect future college and career opportunities.

Pillar One: College Immersion

The first pillar of the GEO Academy model is a dual enrollment program for students working toward both college degrees and career certifications. Through partnerships with Ivy Tech Community College, Indiana University NW and Purdue NW, GEO makes the college experience real by integrating students into the social experience through on-campus college classes. Students receive support from an advisor (a teacher assigned to them) and the school counselor to ensure they are supported as they plan their course sequence and complete the steps to enroll in college. Our wraparound supports are designed to ensure students transform the

credits they earn in high school into degrees from accredited two-and four-year universities. The model was designed to serve low-income, first-generation college students, English language learners, and students of color, all of whom are statistically underrepresented in higher education. Early College has been extensively studied and has been found to have a significant impact on high school achievement and college degree attainment across all student populations, therefore offering impactful programming to the students we serve.

To complement the College Immersion model, GEO Academies uses an evidence-based blended learning model that combines online learning and in-class education. GEO Academy classrooms are divided into three zones: direct, teacher-led instruction, independent learning and practice, and teacher-assisted small group instruction. This blended learning approach honors and facilitates relationships between teachers/students and students/students, while providing space to build independence and self-reliance (qualities essential in college and career).

Pillar Two: Strategic Human Capital Management

The second pillar of the GEO Academies model is the emphasis on strategic human capital management, which includes professional development, support, and compensation for educators. GEO Academies focus intensely on professional learning and growth for educators by implementing the program, TAP: The System for Teacher and Student Advancement. TAP is an evidence-based program that all GEO Academies employ to provide professional advancement opportunities for school staff and reach the maximum possible achievement results for students.

Among other human capital management systems, TAP stands out because of its track record of growth and success in raising student achievement in high-need schools and improving teacher retention in high-need schools. The majority of TAP schools that have implemented the system are more than 95% in high-need. These schools are achieving at least one year's academic growth as compared to 77% of comparison schools.

Third Pillar: Effective Instructional Practice

GEO Academies use the Teach Like a Champion program to support the third pillar, effective instructional practice. Teach Like a Champion provides practical, concrete, and effective teaching methods and actions to enable teachers to be successful in the classroom and put their students on the path to college. GEO teachers receive training in Teach Like a Champion instructional techniques throughout the year through cluster meetings and ongoing professional development, as well as through Teach Like a Champion conference attendance. This training, along with TAP training is critical to the continuous improvement of staff and increasing their effectiveness. The Teach Like a Champion strategies provide a framework within which teachers can receive regular feedback in addition to student performance on their classroom practices, supporting more nuanced coaching. This added layer of feedback is critical to teachers' continuous improvement and is shown to be effective in accelerating student progress.

Fourth Pillar: Evidence-Based Curriculum

For its fourth pillar, GEO Foundation incorporates an evidence-based set of curricula into its Academies. All GEO schools utilize curricula that are highly rated research-based and proven successful.

Curricula:

	Sub	oject: E	LA
Grades	Curriculum	Tier	SwD & ELL Curriculum Use
K-1	CKLA	1	Experts found that the materials provide extensive scaffolding, support, and vocabulary
2	CKLA Skills + Wit & Wisdom	1	acquisition tools, thereby enabling both Students with Disabilities and English
3-8	ELA Guidebooks + Wit & Wisdom	1	Learners to comprehend and use grade-level materials. ²¹
9-12	ELA Guidebooks + My Prospective	1	

CKLA is designed to comprehensively address ELA goals and standards related to reading, writing, listening, and speaking. CKLA is fully, and explicitly, aligned to the Common Core State Standards (CCSS).

Wit & Wisdom[®] students read authentic, complex texts while practicing reading, writing, speaking and listening, and vocabulary together to build knowledge of the world around them. Wit & Wisdom explicitly addresses all the expectations of the CCSS, except for the Foundational Skills standards.

	Subject: Math					
Grades	Curriculum	Tier	SwD & ELL Curriculum Use			
K-8	Eureka Math	1	Experts found that the materials provide extensive scaffolding, support, and vocabulary acquisition tools, thereby			
9-12	Eureka Math Springboard	1	enabling both Students with Disabilities and English Learners to comprehend and use grade-level materials. ²²			

Eureka Math, a Common Core-aligned, equates mathematical concepts to stories, with the aim of developing conceptual understanding. Like Common Core, it encourages students to use various mental strategies to solve problems, and to focus on the process instead of the answer.

	Subject: Social Studies								
Grades	Curriculum		SwD & ELL Curriculum Use						
K-12	Wit and Wisdom	There are no Tier 1 Social Studies curricula.	All teachers receive training to utilize these materials during summer institute including but not limited to; scaffolding, support, and vocabulary acquisition tools, thereby enabling both Students with Disabilities and English Learners to comprehend and use grade-level materials.						

	Subject: Science						
Grades	Curriculum	Tier	SwD & ELL Curriculum Use				
K-5	Amplify Science	1	Experts found that the materials provide extensive scaffolding, support, and vocabulary acquisition tools, thereby enabling both Students with Disabilities and English Learners to comprehend and use grade-level				
6-8	IQWST Science	1					
9-12	Inquiry Hub Biology	1	materials. ²⁴				

Curricula Supplementation:

Over the last year, GEO Academies' CEO, CAO, and Deputy Academic Officer have undertaken a study of the materials used by all grades to assess the level of authentic representation of the racial, ethnic, and cultural backgrounds of the students that we serve. Based upon the results of this study, GEO is supplementing all curricular materials across all grade levels with additional resources and reading materials.

GEO Academies is introducing supplemental reading lists for both classroom and athome use during the 2021-2022 school year. Throughout the school year, parents and guardians will have opportunities to come to school for community dinners and literature nights during which schools will introduce these materials to attendees. A sample list of those materials for grades K-8 is below. The academic leadership team will maintain this internal review on an ongoing basis and will produce a list to supplement the high school curricular materials in the year prior to the high school's launch. Further, given that the majority of our high school students are African American, the school offers an African American Literature course surveying America's deep canon of African American literature.

Basic Learning Environment:

To ensure that the ratio of students to educators remains low in all classrooms, all GEO Academies classroom teachers are paired with assistant teachers. In grades 6-12, assistant teachers split time between two classrooms. GEO Academy classrooms are divided into three zones: direct, teacher-led instruction, independent learning and practice, and teacher-assisted small group instruction. below for more detail on this model.

Per Classroom	Students	Educators*	Ratio
K-5	25	2	12.5:1
6-12	25	1.5	16.5:1

*One teacher and one assistant teacher, assistant teachers shared between two classrooms in grades 6-12.

Instructional Strategies, Methods, and Techniques:

GEO Academies trains teachers on instructional strategies that are responsive to the needs of the student population. Based upon both formative and summative assessment data, the CAO, heads of schools, and other members of the academic leadership team regularly identify the strategies required to meet the needs of individual students at all grade levels.

GEO Academies use an evidence-based blended learning model that combines online learning and in-class education for differentiated instruction. GEO Academy classrooms are divided into three zones: direct, teacher-led instruction, independent learning and practice, and teacherassisted small group instruction. This blended learning approach honors and facilitates relationships between teachers / students and students / students, while providing space to build independence and self-reliance (qualities essential in college and career). Teachers, assistant teachers, and the special education staff collaborate to additionally provide tiered intervention as needed.

- Utilization of Small Group Instruction: Teachers are trained to utilize small group instruction in order to provide personalized teaching and reteaching to students. This practice is shown to be particularly effective²⁵ in elementary grade reading and math instruction, with highest levels of growth resulting among students requiring the most significant remediation and support. Teachers benefit from TAP, a pillar of GEO Academies schools, in their training to maximize this time.
- 2. Tiered Interventions: Assistant teachers collaborate with teachers to provide one-on-one interventions as needed, primarily in Tier 3 of Rtl. This additional, focused instructional time allows for reteaching, additional practice, and is shown to be effective²⁶ for students requiring the highest levels of support.
- **3.** Independent Practice: Consistent with the Teach Like a Champion strategy of "At Bat," GEO Academies facilitates independent practice in the classroom in order to ensure that students have as many "at bats," or chances to practice the skill or concept, during class time as possible. When combined with strong student/teacher relationships, Tier 1 curricular materials, and the additional support of small group instruction and, as needed, tiered interventions, independent practice is a critical instructional strategy in our classrooms. With these additional supports in place, independent practice is proven to be effective across grade-levels and regardless of learning needs.²⁷
- 4. Student Ownership: Central to TAP practices, one of the pillars of GEO Academies' model, is student ownership. All teachers are reviewed according to the TAP rubric which states that a proficient teacher prioritizes and enables student-centered learning and student ownership. This means that "students can articulate what they are learning, why they are learning, strategies that support their learning, and how they will use these strategies in the future."²⁸

Taken together, these strategies mean that students have varied levels of supported and independent learning throughout their school day, ensuring that they have both the support needed to master concepts and skills as well as increasing independence over time.

Extended Learning Opportunities:

At 21st Century Charter in Gary our teachers and school leaders strive to develop pathways to proficiency that will bring all students up to or beyond grade level performance within three years of enrolling in our schools. Our commitment is driven by our organizational mission to break the cycle of poverty. Given that many of our students come to us one to two years behind grade level, achieving our goal often necessitates the implementation of an extended learning day and calendar. To do this within the confines of our budget, GEO employs a portfolio approach to extended day services that include online and traditional options. In each situation, we leverage the technology and human capital resources we have to provide affordable options consistent with our "whatever it takes" approach to ensuring college access for all students that walk through our doors.

3. Interim Assessments

Grades K-2

- mClass Dibels and TRC- Assesses early literacy skills such as phonemic awareness, phonics, comprehension, alphabetic principles, and fluency. TRC assesses the students reading levels and comprehension of the stories read. It also allows teachers to progress monitor to ensure students mastery of needed reading skills.
- mClass Math- Assesses the students early mathematical skills such as number sense and computation. Allows teachers to progress monitor to ensure students mastery of needed mathematical skills.
- **NWEA** Assesses each student's individual learning progress in Math and Reading. Used to groups students by skill and plan for differentiation in the classroom.
- 6 and 9 week assessments- Teacher created assessments that cover skills taught in class to monitor mastery of skills or standards.
- Quizzes, Chapter tests, Unit assessments- Checks for mastery of skills taught over lessons, chapters or units.
- **CogAT** Measures student's cognitive abilities. Used to identify students for High Ability and to identify potential.
- Edulastic Identify gaps, help students learn and measure growth. Additionally, identify learning gaps with diagnostic and formative assessments.

Grades 3-8

- **NWEA** NWEA assesses each students individual learning needs in Math, Reading, Language and Science. Used to groups students by skill and plan for differentiation in the classroom.
- 6 and 9 week assessments- Teacher created assessments that cover skills taught in class to monitor mastery of skills or standards.
- Quizzes, Chapter tests, Unit assessments- Checks for mastery of skills taught over lessons, chapters or units.
- **ISTEP+** Assess student's mastery of grade level standards. Used to determine individual student needs and drive instruction.
- **CogAT** Measures student's cognitive abilities. Used to identify students for High Ability and to identify potential.
- Edulastic Identify gaps, help students learn and measure growth. Additionally, identify learning gaps with diagnostic and formative assessments.

Grades 9-12

- **Knowledge Assessment:** Assessment provided by Ivy Teach to specifically place students into a Math and/ or English course and help improve your skills and knowledge base. Upon achieving the cut score, students are immediately enrolled in collegiate courses.
- 6 and 9 week assessments- Teacher created assessments that cover skills taught in class to monitor mastery of skills or standards.
- **PSAT:** Students in 10th and 11th grade can take the new **PSAT**/NMSQT and **PSAT** 10 to measure readiness for college, access scholarships, and practice for the SAT
- SAT: 21C will use the SAT[®] (provided by College Board) to fulfill requirements listed in Indiana Code 20-32-5.1-7(d) for high school accountability. Students may also use scores to fulfill some high school graduation requirements. SAT assesses high school Mathematics, Reading, and Writing standards. The SAT is administered in the fall and spring of each school year.
- Quizzes, Chapter tests, Unit assessments- cover skills taught over lessons, chapters or units.
- Edulastic Identify gaps, help students learn and measure growth. Additionally, identify learning gaps with diagnostic and formative assessments.

4. Use of Data

NWEA and ILEARN assessments have proven a negative trend in student growth during the past two years. Fall of 2019 to Winter of 2020 showed promising growth in both reading and math. But then COVID hit in March of 2020 and classes moved from face to face to online and our students never returned to in person instruction until February of 2021. As with all the country/world, this was a struggle to get students to focus and get online with support from guardians and parents. 21C, reduced the barriers by providing students with Chromebooks and, if needed, cell hotspots for internet connectivity. The last year and a half show a huge drop in growth with NWEA due to administering the test remotely and to students virtually. We found that parents were assisting students at home and the tests were inconclusive.

In the Spring of 2018 (before summer retakes), 58.9% of 3rd graders passed IREAD. This number does NOT include 4th grade retakes. In the Spring of 2019 (before summer retakes), 69% of 3rd graders passed IREAD. This number does NOT include 4th grade retakes. IREAD was cancelled in 2020 due to COVID. In the Spring of 2021 (before summer retakes), 49% of 3rd graders passed IREAD. This number does NOT include 4th grade retakes. Based on his findings, 64% of our current 3rd graders are projected to pass IREAD on the first try in the Spring of 2022.

Historically, IREAD "boot camp" has taken place six weeks in advance of IREAD and served as a hyper-focus on preparing students for IREAD. Summer school takes place for those students who did not pass IREAD. They retake the test in the summer. Summer school has yielded an increase of 8 to 20.5 percentage points in passing rates. This means that we have never achieved an 80% or above passing rate on IREAD despite a six-week boot camp and further instruction in summer school.

As a response, this year's 3rd graders started IREAD "boot camp" this week and will continue to receive intensive, differentiated reading instruction, in addition to their core instruction and intervention blocks, three times a week until they take IREAD in the Spring. This includes all third graders who are below grade level in reading up to those who are two levels above grade level. Additionally, our 2nd grade students receive daily intervention in response to their DIBELS scores, as well as bi-weekly progress monitoring. The percentage of students who enter 3rd grade reading on grade level directly affects the pass rate percentage on IREAD in the Spring of 3rd grade. The percentage of students reading on grade level directly affects our success on NWEA and ILEARN.

Spring 2021 was the second administration of the ILEARN test. Instruction during the 2020-2021 school year was primarily given online. This year, 2021-2022 we are back to school in person and are monitoring the new Fall 2021 NWEA data closely. We are looking to determine learning loss and to accelerate and spiral learning. Systems have been created to establish the learning while supporting social emotional needs of our students at 21C. One such process that 21st Century has implemented is a MTSS program. 2 MTSS Coordinators were hired to support social emotional learning and academic support. 21C has also gone back to the original model, by having classroom assistants in every classroom supporting tier two instruction. 21C has been diligently working to accelerate learning in the classroom by providing double time blocks for Math and ELA instruction. 21C has focused on High Ability students by creating times in the day to get virtual support from adjunct professors in math and ELA.

As previously stated, 21st Century Charter School is a continuous improvement school. This year, GEO Foundation received a three-year grant to support its Academy schools to partner with the National Institute for Excellence in Teaching, the creators and curators of the TAP system. This grant partnership will provide 21st Century Charter School intensive staff support necessary to improve implementation of the TAP system with fidelity. Regular meetings are held with expert consultants on site to work with each of our locations in Gary, lead TAP leadership team meetings, lead data meetings, and lead cluster meetings. The grant supports on-site coaching by NIET, master and mentor teacher salaries, staff professional development, performance bonuses, and attendance at NIET's national conferences and executive summits.

21st Century Charter School has planned to use ESSER funds to add a teacher assistant to each classroom throughout each grade level and subject K-12. Previously, teachers shared teacher assistants in elementary. Our goal is to reduce student/adult ratios to further support small group support and individual learning/remediation. In addition, our teacher assistants are

required to participate in the TAP cluster, data, and other PD sessions to further support their efforts to support the classroom teacher.

In addition to the assistant teachers added to each classroom, we are adding specialists to tutor in both math and language arts. These specialists will use student specific data to guide tutoring specific to each student.

These efforts are all focused on serving the students with an attempt to address quality of education and sustaining quality by further supporting assistants and teachers and creating our own pipeline of future teachers.

5. Board Satisfaction

The Board reviews the academic progress of the school on an ongoing basis, with particular interest paid to K-8 achievement, graduation rate, and student participation and success in the College and Career Program. To date, while they have taken no formal action in regards to academic remediation, they do remain concerned about the achievement of students during the pandemic, and have worked with the school leadership to continue to review and implement policies designed to support student loss-learning achievement (additional social emotional programming, use of ESSER funds to close academic gaps, additional professional development for staff, addition of staff for remediation.

6. Academic Reports

• Attachment 6: School Performance Report

See Academic Workbook for academic data.

- Attachment 7: Formal Reviews
 - 1. Teach Like a Champion High School Review
 - 2. Teach Like A Champion Middle School Review
 - 3. Endorsement Report CELL, University of Indianapolis
 - 4. Grant Support Documents NIET

7. School Culture

21st Century Charter School offers many extracurricular activities, including:

- Boys' and Girls' Track
- Cheerleading
- Volleyball
- Boys' and Girls' Cross Country
- Boys' and Girls' Varsity Basketball
- Baseball
- Yearbook
- National Honor Society
- Student Advisory Board
- Junior Honor Society
- National Business Honor Society (Collegiate Level)
- Governor's Work Ethic Certifications
- Robotics Club
- Dance
- Garden Club
- Anime Club
- Drama Club

The School also has several partnerships with community and educational organizations,

including:

- Ivy Tech Community College, students take college classes for dual credit
- IUN
- PNW
- Ivy Tech TRIO
- JAG Workforce One
- Coates INC
- ANew Life/Americorps Mentoring Program
- InvestED
- Positive Teen Health
- City Life Center
- National Hookup of Black Women
- Summer Advantage, a summer tutoring program
- EdPower, a curriculum support program
- 21st Century Community Learning Center, a tutoring program for students
- The Gary Career Center, mentoring for high school students (career resource focus)
- Boys and Girls Club, afterschool enrichment programs

- The Read to Succeed program with Great America, reading program for elementary students
- Book-it (Pizza Hut), reading partnership
- The Deep River Water Park Reading program, academic enrichment program
- Word of Life Mentoring through College Access, mentoring of high school students (college focus)
- College Summit, a program to help high school students access college opportunities
- Youth Summit, a youth leadership program

8. Serving Students with Special Needs

GEO Academies & 21st Century believe that ALL children should have access to a high-quality education that includes college. We support the full-inclusion model. However, a continuum of services is available, based on the individual needs of students.

Continuum of Services

- Special education teacher or paraprofessional pushes into the general education classroom to offer support to an individual student or a small group of students.
- Special education teacher or paraprofessional pull an individual student or small group of students out of the general education classroom in order to offer support.
- Student with special needs receives instruction from a special education teacher in a resource/self-contained classroom in one or more subject areas.

Special education teachers collaborate with general education teachers to implement the accommodations/modifications necessary to deliver instruction from the general education curriculum, which may consist of CKLA, Wit and Wisdom, Eureka Math, Achievement First, Agile Minds, and Edmentum.

We provide each student with a well-written education plan, with goals and accommodations that are specifically tailored to each student's individual needs. We will monitor and record progress on these goals bimonthly in our IEP system, Learning Connections. These reports will be generated and provided quarterly, at a minimum.

Accommodations may include, but not limited to:

- Small group/individual testing
- Read aloud (except information that measures reading comprehension)
- Calculator
- Large print
- Number line
- Hundreds chart

- Multiplication chart
- Extended time
- Additional breaks
- Preferential Seating
- Blank scratch paper
- Access to a scribe
- Text to speech
- Paper testing format

We pride ourselves in following all expectations set forth by the Indiana Department of Education. Our system was created with an elevated level of accountability for both staff and students. Each teacher of record, not providing services in a self-contained setting, tracks service time through a student-signature service log. Staff submit these logs to special education administration on a quarterly basis.

Special education teachers will be evaluated instructionally using the TAP system and through a correlated rubric for IEP quality and compliance. Special education teachers participate in coaching sessions and weekly Cluster meetings. They are also provided with IEP deadline reminders and corrective suggestions on each IEP.

Special education teachers are mandated to be licensed with the State of Indiana, which includes continuing education and/or professional development to upkeep licensure requirements.

High Ability Learners

All students will maximize their exceptional gifts, talents, and interests as intrinsically motivated learners in an ever-changing global community.21st Century Charter School at Gary acknowledges students from all cultural, socioeconomic, and diverse backgrounds who possess exceptional gifts, talents, and or interests. Through this acknowledgement, the school will provide challenging research –based, academic experiences and programming while supporting the unique social and emotional needs of gifted students.

21st Century Charter School at Gary provides students with learning experiences different from the regular classroom which will allow them to explore their exceptional gifts, talents, and interests.

- Objective 1: Assess the current high ability curriculum taught in the pull-out program to ensure students are being provided instruction different from the regular classroom that is in-depth and includes new areas for students to explore.
- Objective 2: Research best practices in the field of high ability education to find materials, resources, and activities that are best suited for students in a high ability pull-out program for math and language arts.

- Objective 3: Review the current Common Core for language arts and math to take students to a deeper level of learning that they may not achieve in the regular classroom setting.
- Objective 4: Expand student's ability to access and interpret knowledge through a continuum of acceleration options in grades K-12 for optimum growth aligned with their most appropriate challenge.

Options for Acceleration:

Grade Skipping Self-paced instruction Subject-matter acceleration Combined classes Curriculum Compacting Telescoping curriculum Mentorship Extracurricular Programs Concurrent enrollment Early Graduation

Services to be provided during school:

- *3rd grade inclusive program
- *4th and 5th grade pull out high ability classes (subject specific)
- *Resource Teacher for k-8th
- *Middle School Honors Courses
- *Secondary Honors Courses- AP Courses
- *Cluster Grouping

English Language Learners (ELL) - 511 IAC 6.1-5-8

21st Century Charter School administers a Home Language Survey (census) to identify the first (native) language(s) of all students enrolled. The Home Language Survey provides the following information:

- 1. What is the native language of the student?
- 2. What language(s) is spoken most often by the student?
- 3. What language(s) is spoken by the student in the home?

Two steps are necessary to implement this process:

1. Administer the Home Language survey to all students enrolled in the school corporation.

2. Use the Home Language Survey in the enrollment process to identify the native language of each new student at the time of enrollment into the school corporation.

The 21st Century Charter School assesses all students whose first (native) language is other than English to determine whether a student is Fluent English Proficient (FEP, see level 5 below) or Limited-English Proficient (LEP, see levels 1-4 below). Each Spring, all LEP students participate in the LAS Links English proficiency assessment.

The following approach to instruction may include any combination.

ESL: English as a second language (ESL) is an educational approach in which English language learners are instructed in the use of the English language. Their instruction is based on a special curriculum that typically involves little or no use of the native language, focuses on language (as opposed to content) and is usually taught during specific school periods. For the rest of the school day, students may be placed in mainstream classrooms, an immersion program, or a bilingual education program. Every bilingual education program has an ESL component (U.S. General Accounting Office, 1994).

Pull-out ESL: A program in which LEP students are "pulled out" of the regular, mainstream classrooms for special instruction in English as a second language (Baker, 2000).

Content-based ESL: This approach to teaching English as a second language makes use of instructional materials, learning tasks, and classroom techniques from academic content areas as the vehicle for developing language, content, cognitive and study skills. English is used as the medium of instruction (Crandall, 1992)

Structured Immersion: In this program, language minority students receive all of their subject matter instruction in their second language. The teacher uses a simplified form of the second language. Students may use their native language in class; however, the teacher uses only the second language (Snow, 1986). The goal is to help minority language students acquire proficiency in English while at the same time achieving in content areas.

Organization and Compliance

1. Current Challenges:

Overall, the school is very sound organizationally and financially. Nearly 100% leadership retention, strong Board and staff mission alignment, growing enrollment and additional federal funding have all combined to provide excellent stability for staff and students.

The two greatest challenges the school faces right now are continued growing enrollment (a good challenge to have) and the teacher shortage faced by many other schools. Although the school expanded into two additional buildings two years ago, the growing enrollment is placing pressure on the school to continue to review its space needs for the most academically effective

deployment. We are also considering adding new construction of an Athletic Center at the 7-12 location in order to accommodate students' physical education and athletic program needs.

The Board and leadership have been carefully reviewing the teacher staffing issues as well. To address this challenge, the school has increased its salaries to be commensurate – or better – than surrounding districts. We have also increased school-sponsored opportunities for staff to attain licensure, including support for the special education coursework through the Indiana Department of Education and partners such as Indiana Workforce and Teachers for Tomorrow. Additionally, we continue to provide support for young teachers through our TAP program in order to retain our current teaching staff. And finally, we are developing partnerships with educator providers such as Marion University and Ball State University, Purdue Calumet, University of Indianapolis, and Ivy Tech to support educator development and recruitment.

2. Compliance History

The school is currently in good standing with its charter authorizer and all applicable federal and state laws. It has only faced two significant issues in its long history:

 Special Education Compliance – While the school has never had any parent complaints or due process proceedings in its long history, it did have one disgruntled former employee lodge complaints with the IDOE regarding recordkeeping. The IDOE determined that while no students had been disadvantaged in receiving services, they did conclude that the Self-Contained classroom was not properly staffed (required a licensed teacher, not a Classroom Assistant, as the school had been doing), and further recommended improvements in paperwork processing.

The school worked with the authorizer, Ball State University, and the IDOE to improve processes, including hiring additional teachers, and sending all staff to additional IDOE trainings. As a result of these corrective efforts, the school was removed from corrective action from both Ball State and the IDOE and has been fully compliant ever since.

Governance – Ball State University placed the school on probation in 2020 while they
and the Board reviewed the Governance structure of the school. The Board worked
cooperatively with Ball State, and with their attorney Shelice Tolbert, to revise and
approve new governance documents that formally severed the existing governance
relationship with its management company. Board members also attended additional
training on public access laws.

As a result, the school was removed from probation, is in full compliance with its charter and state law, and functions fully independently from any management company.

3. Litigation

The school has not been involved in any litigation or complaints.

4. Attachment 9:

Statement of Assurances Form (attached)

SECTION II: SCHOOL FINANCE

- 1. Attachment 10: Detailed 5-Year Proforma (attached)
- 2. Attachment 11: Budget Narrative (attached)

SECTION III: PORTFOLIO REVIEW AND PERFORMANCE RECORD

1. Attachment 12: Academic Performance Workbook (attached)

2. Charter Revocations

The organizer has never had a charter revoked or non-renewed.

3. Performance Deficiencies Requiring Authorizer Intervention

The school has had no Performance Deficiencies that have required authorizer intervention. The school was considered out of compliance with its charter in 2020 for governance issues. *(ee above for detail and resolution.)*

SECTION IV: WRITTEN ACKNOWLEDGEMENT FROM CURRENT AUTHORIZER

On March 24, 2022, the Executive Director of ICSB, James Betley, was copied on an email from Ball State's Office of Charter Schools Director Jamie Garwood, indicating their awareness of the request to transfer. *(attached)*

SECTION V: REQUIRED FOR SCHOOLS WHO HAVE RECEIVED NOTICE OF TERMINATION OR NON-RENEWAL

Not Applicable.

SUBMISSION OF FULL APPLICATION

Attachment 15: PDF with all Application components (attached)

SUPPLEMENTAL INFORMATION Academic and Performance Information For GEO Academies – Louisiana

GEO Baton Rouge School Performance Report

School Name	Authorizer	Openi ng	Grades	Enrollmen t	Model	Grade	Progress Index	LA Requirements for Expansion
GEO Prep Academy	BESE State Board of Educatio n	2015	К-8	710	College Prep	С	В	~
GEO Mid- City	BESE	2017	K - 8	680	College Prep	т	A	~
GEO Next Gen. High School	BESE	2019	9,10	199	College Prep	NA	NA	~

Performance Deficiencies: There are no performance deficiencies across GEO Academies-EBR's schools, and all schools meet the requirements of Bulletin 126 for expansion/additional schools.

History of GEO Academies Mid-City: Under the former operator, the school was on the verge of closure due to chronic low performance when GEO Academies offered to operate the school. GEO assumed control of the school in 2017-2018, after which point the school performance began to measurably, steadily improve. Today the school has a "T" rating for turnaround and an "A" rating for progress.

GEO Prep Academy and GEO Mid City Performance Narrative: GEO Academies existing sites perform well relative to Baton Rouge as a whole in both ELA and Math, despite serving a significantly more economically disadvantaged population (88% at GEO Academies vs. 78% at EBR).

Additionally, GEO Academies have strong performance when compared with schools serving similar populations. For example, GEO Academies' ELA achievement rates are higher than schools with similar populations. Despite a dip in mastery in 2019, the 2019 results track with performance across the state.

Last, GEO Prep Academy and GEO Academy Mid City earn high ratings for preparing their students to be successful in high school. During GEO Prep Mid City's first two years of operation, the school earned an A for "School Progress," scoring 92.2 and 96.2 in 2018 and 2019 respectively, as measured by the Louisiana Department of Education.

GEO Next Generation High School Performance Narrative: GEO "Next Gen" opened in the 2019-2020 school year, meaning that, due to the COVID-19 pandemic, the school does not yet have school performance or progress index ratings. ELA assessments were cancelled in the spring of 2020.

However, the school does have performance data that have strong implications for Next Gen's eventual performance score.

- Dual Enrollment Courses: As of the 20-21 school year when Next Gen served only 9th and 10th grades, 40% of students have already completed dual enrollment coursework. This percentage will increase to 100% over the course of the 21-22 and 22-23 school years as the school expands to additionally serve 11th and 12th grades. This impacts one quarter of the school's eventual SPS.
- ACT Preparation: Similarly, though the school only served 9th and 10th grades during the 20-21 school year, 100% of students have completed an ACT Preparation course. As students' performance on the ACT also makes up one quarter of the school's eventual SPS, this preparation has a direct bearing on school performance.
- 3. Leadership Pivot: Though the school has limited assessment data at this point, Next Gen performed below the standard that GEO Academies holds for the school in its initial round of student assessments, reflected below. Therefore, GEO Academies hired a new principal with a track record of spurring growth and improvement, Brandon Fontenot, formerly of GEO Academy Mid City which has an "A" progress grade.

BOARD BIOGRAPHIES

Nadine McDowell

A former teacher, attorney, Bank One vice-president. She serves on the Boards of Ivy Tech Community College and Work One.

Alyce J. Butler

Retired as Vice President of Community Relations, with 27 years of service for Northern Indiana Public Service Company - 2005.

Affiliations include the following: 21st Century Charter School, Gary., Gary Rotary, Immediate Past District Governor, The Lake County Advisory Board for The Salvation Army, NAACP, Executive Board, WorkOne Board of Directors, Christ Baptist Academy Advisory Board, Christmas in April Steering Committee.

BIOGRAPHICAL INFORMATION

ARLENE D. COLVIN

NAME:	Arlene D. Colvin
EMPLOYMENT: Current Position:	Chief of Staff City of Gary, IN
Past Positions:	Chief Operating Officer; Physical and Economic Development Director; City Planner; City Attorney; Private Law Practitioner; Arbitrator
EDUCATION:	Bachelor of Arts, Grinnell College, Grinnell, Iowa – 1976: double major: political science and anthropology
	Doctor of Jurisprudence, Indiana University, Bloomington, Indiana – 1979
LICENSES:	Licensed to practice law in the State of Indiana for the Northern and Southern Districts – 1979
BOARD MEMBERSHIPS:	Indiana Equity Fund, Little Calumet River Basin Development Commission, City of Gary Redevelopment Authority, Gary Building Corporation, 21 st Century Charter School Board of Directors, City of Gary Economic Development Corporation Board of Trustees.

Arlene Pearson

5680 Pierce Street Merrillville, IN 46410 (219) 884-0154 Home (219) 616-0436 Cell apearson5680@hotmail.com

Summary

Managerial professional with diversified experience in customer service sales, marketing, management, technical recruiting, community relations and training. Demonstrated abilities in human resource operations immigration law and employee relations. Particularly effective in start-up programs, overseeing operations from conception to completion while increasing company growth

EDUCATION

Purdue University Calumet Master of Business Administration

Indiana University Northwest Bachelor of Science, Business Administration

AFFILIATIONS

- International Who's Who of Professionals
- Society for Human Resource Management SHRM
- American Society for Training and Development International ASTD
- Northwest Indiana Literacy Coalition Board Member
- Northwest Indiana Workforce Board Board of Directors
- Northwest Indiana Society of Human Resources Board Member
- Junior Achievement Board Member
- Leadership Northwest Indiana (LNI)
- NAACP Past Board Member
- Delta Sigma Theta Sorority, Incorporated, Officer
- Delta Sigma Pi Business Fraternity
- The Society of Human Resource Professional SHRP Chicago Chapter
- Indiana, Purdue, Neal-Marshall Alumni Association

PROFESSIONAL EXPERIENCE

Edgewater Systems for Balanced Living, GARY, IN

2010 - PRESENT

CHIEF HUMAN RESOURCES OFFICER

Establish and implement HR efforts that effectively communicate and support the firm's vision and strategic vision. Develop HR plans and strategies to support the achievement of the overall firm business objectives. Function as a strategic business advisor to the executive/senior management of each business unit or specialty group regarding key organizational and management issues. Working with the firm's executive management, establish a sound plan of management succession that corresponds to the strategy and objectives of the firm. Develop comprehensive strategic recruiting and retention plans to meet the human capital needs of strategic goals. Provide overall leadership and guidance to HR function by overseeing talent acquisition, career development, succession planning, retention, training and leadership development, compensation and benefits.

DANA GORE

5920 Roosevelt Street, Merrillville, IN 46410 e-mail: gored57@yahoo.com (219) 981-1328 home

(219) 886-6933 work

EXPERIENCE: July, 2001 - Present	 Community Health Alliance Specialist, Methodist Hospitals Gary/Merrillville Develop community based health education programs and training Organize community health fairs and screenings Collaborate with community organizations and present chronic disease programs (heart disease, diabetes, stroke) throughout the community Coordinate and collaborate with physicians for community presentations and events Monitor program outcome measures Coordinate events to promote the uninsured and underinsured
May, 1994 – June, 2001	 Director, Healthy Start, 3717 Grant Street, Gary, IN 46408 Administration of a one million dollar budget Proposal and grant writing for continuation of federal funding. Monitoring and evaluation of interventions to achieve goals and objectives of care coordination, education and outreach outcomes Supervision of twenty-three professional employees and day-to-day activities of two centers providing services for pregnant women and children
July, 1991– May, 1994	 Manager Medical Records, Methodist Hospitals Supervised professional Health Information Technicians Monitored ICD-9 and CPT coding of diagnoses for billing Conferred with physicians on Medicaid/Medicare regulations Participated in Quality Improvement teams for physician practice
May,1989 - June, 1991	 DRG Nurse Reviewer Audit charts for documentation associated with diagnosis Audit charts for length of stay Conferred with physicians regarding DRG regulations Conferred with multidisciplinary team regarding reimbursement
May, 1979 - Sept., 1986	 Critical Care, - Staff Nurse, St. Mary Medical Center Assessment of acute patients in emergency and intensive care Develop a plan of care and implement plan Educate patient and family regarding medication, disease management and discharge instructions. Insertion of intravenous catheter for administration of IV medications, chemotherapy and blood products.
EDUCATION:	Master Degree, Public Affairs, Indiana University NW Bachelors Degree, Nursing, Indiana University NW Certificate in Public Health, Indiana University NW
AFFILIATIONS:	Member of the Board of Directors, Lake County Minority Health Coalition, Gary Community Health Foundation, 21 st Century Charter School, Area Health Education Centers

21st Century Charter School at Gary

January Board Meeting Minutes

Jan 20th, 2022 12:00 pm - 12:30 pm

1. Welcome and Roll Call

Meeting called to order at 12:06 p.m. by Arlene Colvin, Board Chair.

Attending: Arlene Colvin Alyce Butler Nadine McDowell Dana Gore Arlene Pace

2. Approval of Minutes from November 9, 2021

Motion to Approve Minutes of November 9, 2021 put forth by Nadine McDowell, second by Alyce Butler. Motion carried via unanimous roll call.

3. Discussion: Academic and Operational Updates

- Academic discussion
- COVID impacts
- Construction and Financing
- Ball State Charter Renewal

Superintendent Kevin Teasley provided an academic update to the Board, highlighting NWEA results, CELL endorsement, and possible growth idea. The Board further discussed strategies for increased academic improvement as well as parent involvement. The Board also discussed the ongoing charter renewal process with Ball State, including anticipated timeframe for completion and Board involvement.

4. Public Comment

There was no public comment.

5. Adjourn

Meeting adjourned at 12:30 p.m. via consensus.

21st Century Charter School at Gary

21st Century March Board Meeting Minutes

Mar 17th, 2022 11:00 am - 12:00 pm

1. Welcome and Roll Call

Meeting called to order at 11:10 am by Arlene Colvin, Board Chair.

Attending: Arlene Colvin, Alyce Butler, Nadine McDowell Absent: Dana Gore, Arlene Mitchell Pace

2. Approval of Minutes: January 20, 2022

Motion to Approve Minutes of January 20, 2022 put forth by Alyce Butler, second by Nadine McDowell. Motion carried via unanimous roll call vote.

3. Approval: 2022-23 School Calendar

After discussion, Motion to Approve the 2022-23 School Calendar put forth by Alyce Butler, second by Nadine McDowell. Motion carried via unanimous roll call vote.

4. Discussion: Current Financial Statements

School Treasurer Dana Teasley reviewed the current financial statements with the Board. Discussion focused on large amount of federal receivables, and the use of ESSER funds to support instruction and facilities.

5. Discussion: Ball State Charter Renewal Requirements

The Board discussed the Ball State Charter Renewal requirements and timeline for completion. Upon further discussion focusing on the authorizer fees, and noting that the fees to Ball State are approximately \$200,000 more annually than would be due under the Indiana State Charter Board, a Motion was put forth by Nadine McDowell to authorize Superintendent Kevin Teasley to submit a Transfer Application to the ISCB on behalf of 21st Century, with a second by Alyce Butler. After further discussion, Motion was approved via unanimous roll call vote.

6. Discussion: New Construction - Athletic Center

The Board discussed the need for a new Athletic Center on the 35th street campus to accommodate high school physical education and athletic program needs. The Board made recommendations for architects for the Superintendent to meet with.

7. New Business

The Board met with and recognized student athletes on the Regional Champion Boys Basketball team and the 21st Century Cheerleading squad.

8. Public Comment

There was no public comment.

9. Adjourn

Meeting adjourned at 11:50 a.m.

21st Century Charter School at Gary

21st Century November Board Meeting Minutes

Nov 9th, 2021 11:00 am - 12:00 pm

1. Welcome and Roll Call

Meeting called to order at 11:07 a.m. by Arlene Colvin, Board Chair.

Attending:

- Arlene Colvin
- Alyce Butler
- Dana Gore
- Nadine McDowell

Absent: Arlene Mitchell Pace

2. Approval of Agenda

Motion to Approve Agenda put forth by Alyce Butler, second by Nadine McDowell. Motion carried via unanimous roll call vote.

3. Vote: Approval of Minutes from September 9, 2021

Motion to Approve Minutes of September 9, 2021 put forth by Nadine McDowell, second by Alyce Butler. Motion carried via unanimous roll call vote.

4. Discussion: Academic Update

Superintendent Kevin Teasley presented the Academic Update. The Board discussed the installation of the playground equipment in the K-2 and 3-6 buildings; the completion of the renovation of the College and Career Center; academic supports provided by GEO Foundation through NIET for the TAP program and the Teach Like a Champion program; needs for additional staffing, and the partnership with Mathnaseum.

5. Approval: 2021-22 Final Budget

School Treasurer Dana Teasley presented the Final 2021-22 School Budget. After discussion focusing on the use of ESSER funds, sustainability, and teacher professional development and mental health, Motion to Approve put forth by Dana Gore, second by Alyce Butler. Motion carried via unanimous roll call vote.

6. Discussion: Governance - New Board members

The Board discussed the need for new members and a governance retreat.

7. Public Comment

There was no public comment.

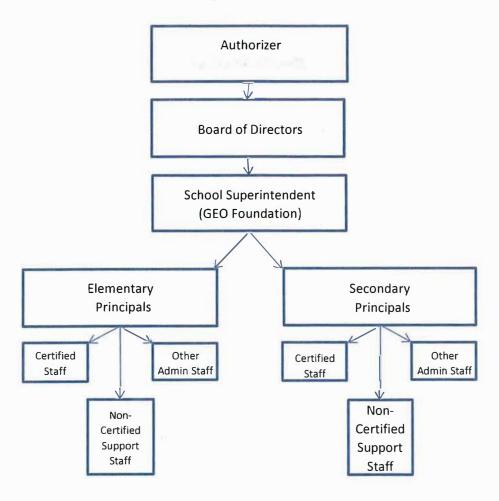
8. New Business

Board Chair Arlene Colvin reminded the Board of the upcoming Ball State Board training.

9. Adjourn

Meeting adjourned via consensus at 11:58 a.m.

21st Century Charter School at Gary Organization Chart



HMENT 4

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DEPARTMENT OF THE TREASURY

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

Date: FEB 2 2 2007

21ST CENTURY CHARTER SCHOOL AT GARY INC C/O JEFFREY M LOZER ICE MILLIAR ONE AMERICAN SOUARE BOX 82001 INDIANAPOLIS, IN 46282-0200

Employer Identification Number: 42-1659388 DLN: 17053103027015 Contact Person: SHARI A KOLNICKI Contact Telephone Number: (877) 829-5500

ID# 31145

Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(ii) Form 990 Required: Yes Effective Date of Exemption: January 7, 2005 Contribution Deductibility: Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

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21ST CENTURY CHARTER SCHOOL AT

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

Sincerely,

to ?. Jener,

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

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Letter 947 (DO/CG)

ARTICLES OF INCORPORATION <u>OF</u> 21ST CENTURY CHARTER SCHOOL @ GARY, INC.

Amended and Restated June 10, 2021

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

ARTICLE I

The name of the Corporation is 21st Century Charter School @ Gary, Inc.

ARTICLE II

Classification of Corporation

The Corporation is a public benefit corporation.

ARTICLE III

Purposes and Powers

<u>Section 3.1.</u> <u>Purposes</u>. The purposes for which the Corporation is formed are:

(a) To further, advance and support the following charitable purposes:

:

(i) Operating a charter school(s) in the state of Indiana in accordance with the provisions of the Indiana Charter Schools Act, Ind. Code 20-5.5, et. seq., as amended,

(ii) Supporting said charter school(s) by recruiting, cultivating, and maintaining local community leadership to advise and govern the Corporation,

(iii) Receiving and disbursing funds to support the operation of said charter school(s), and

(iv) Educating the general public and parents of prospective students about said charter school(s) and other educational opportunities available; and

(b) In furtherance of the aforesaid purposes, to transact any and all lawful business for which corporations may be incorporated under the Act, provided such business is not

inconsistent with the Corporation being organized and operated exclusively for charitable or educational purposes.

Section 3.2. Nonprofit Purposes.

(a) The Corporation is organized and operated exclusively for charitable purposes and its activities shall be conducted in such a manner that no part of its net earnings shall inure to the benefit of any member, director, officer or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in <u>Section 3.1</u>.

(b) 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 publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or

(ii) By a corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2), or Section 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

<u>Section 3.3.</u> <u>Powers</u>. Subject to any limitation or restriction imposed by the Act, any other law, or any other provisions of these Articles of Incorporation, the Corporation shall have the power:

(a) To do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation, and to do all of the things incidental thereto or connected therewith which are not forbidden by law;

(b) To engage in transactions, financial or otherwise, with a class of nonprofit corporations exempt from federal taxation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

Such transactions shall include, but not be limited to, the transfer of assets, bargain sales, the borrowing or leasing of employees, the sharing of goods or services, the guarantee of the payment of principal, interest or other payment in whatever form on obligations evidenced by any form of indebtedness, and the guarantee of performance of any obligation of any member of said class of nonprofit corporations. Each member of said class shall be affiliated with the Corporation by:

(i) supporting the Corporation, being supported by the Corporation, or supporting or being supported by the same corporation or corporations as the Corporation pursuant to Section 509(a) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or

(ii) being described in Sections 501(c)(2) or 501(c)(25) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, by paying over its income, less expenses, to the Corporation or to an organization described in <u>Section 3.3(b)(i)</u>.

In any event, the foregoing power or powers shall not be exercised or exercisable in a manner inconsistent with the Corporation's status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws; and

(c) To have, exercise and enjoy in furtherance of the purposes hereinbefore set forth all the general rights, privileges and powers granted to corporations by the Act, as now existing or hereafter amended, and by the common law.

<u>Section 3.4.</u> <u>Limitations on Powers</u>. If the Corporation is or becomes a private foundation (as defined in Section 509(a) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws), the Corporation shall be subject to the following requirements:

(a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the taxes on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

(b) The Corporation shall not engage in any act of self-dealing that would subject any person to the taxes imposed on acts of self-dealing by Section 4941 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

(c) The Corporation shall not retain any excess business holdings which would subject it to the taxes on excess business holdings imposed by Section 4943 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

(d) The Corporation shall not make any investments in such a manner as to subject it to the taxes on investments that jeopardize charitable purposes imposed by Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

(e) The Corporation shall not make any expenditures which would subject it to the taxes on taxable expenditures imposed by Section 4945 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE IV

Distribution of Assets on Dissolution

If the Authorizer revokes the charter before the end of the term for which it is granted, or does not renew the charter, or the charter is otherwise terminated before the end of the terms for which it is granted, the provisions of Indiana Code 20-4-3-3 shall apply.

ARTICLE V

Term of Existence

The Corporation shall have perpetual existence.

ARTICLE VI

Registered Office and Registered Agent

Section 6.1. <u>Registered Office and Registered Agent</u>. The street address of the Corporation's registered office is 556 Washington St., Gary, IN 46402, and the registered Agent is as named on the Indiana Secretary of State online registry.

Section 6.2. <u>Principal Office</u>. The post office address of the principal office of the Corporation is 556 Washington St. Gary, IN 46402.

ARTICLE VII

Members

The Corporation shall have no members.

ARTICLE VIII

Board of Directors

<u>Section 8.1.</u> <u>Number and Term of Office</u>. Upon incorporation, the initial Board of Directors shall consist of 3 directors. Thereafter, the number of directors shall be as specified in or fixed in accordance with the Bylaws of the Corporation; provided, however, that the minimum number of directors shall be three (3). The term of office of a director shall be as specified in the Bylaws; provided, however, that the term of an elected director shall not exceed five (5) years. Directors may be elected for successive terms. Terms of office of directors may be staggered as specified in the Bylaws.

<u>Section 8.2.</u> <u>Qualifications</u>. Each director shall have such qualifications as may be specified from time to time in the Bylaws of the Corporation or as required by law.

<u>Section 8.3.</u> <u>Initial Board of Directors</u>. The names and addresses of the initial Board of Directors of the Corporation are:

<u>Names</u>

Addresses

LeVon Whittaker, 300 W. 21st Ave., Gary, IN 46407

Alyce Butler, 302 S. Meridian St., #201 Indianapolis, IN 46225

Garrard McClendon, P.O. Box 11961, Merrillville, IN 46411

Theodore McClendon, P.O. Box 11961, Merrillville, IN 46411

Don Laskowski, 7802 Eagle Creek Overlook Drive, Indianapolis, IN 46254

ARTICLE IX

Name and Address of Incorporator

The name and address of the incorporator of the Corporation are:

Name

Address

Kevin Teasley, 302 S. Meridian St., #201, Indianapolis, IN 46225

ARTICLE X

Indemnification

<u>Section 10.1.</u> <u>Rights to Indemnification and Advancement of Expenses</u>. The Corporation shall indemnify as a matter of right every person made a party to a proceeding because such person is or was:

(a) a member of the Board of Directors of the Corporation,

(b) an officer of the Corporation, or

(c) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not (each an "Indemnitee"), against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the Act. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the Act. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding against reasonable expenses incurred by the person in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article and the procedures specified in the Act.

The indemnification provided under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

<u>Section 10.2.</u> <u>Other Rights Not Affected</u>. It is the intent of this Article to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article. Nothing contained in this Article shall limit or preclude the exercise of, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any person who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual.

Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of net earnings of the Corporation "to the benefit of any private shareholder or individual" or an "excess benefit transaction" within the meaning of Sections 501(c)(3) or 4958 of the Internal Revenue Code of 1986, as amended, or similar provisions of any subsequent Federal tax laws.

Section 10.3. Definitions. For purposes of this Article:

(a) A person is considered to be serving an employee benefit plan at the Corporation's request if the person's duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

(b) The estate or personal representative of a person entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as the person.

(c) The term "expenses" includes all direct and indirect costs (including, without limitation, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel

expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

The term "liability" means the obligation to pay a judgment, settlement, penalty, (d) fine, excise tax (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

The term "party" includes an individual who was, is or is threatened to be made a (e) named defendant or respondent in a proceeding.

The term "proceeding" means any threatened, pending or completed action, suit or (f) proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

IN WITNESS WHEREOF, the undersigned incorporator executes these Articles of Incorporation and verifies subject to penalties of perjury that the facts contained herein are true.

Dated this 10th Day of June 2021.

Arlene Colvin (Written Signature)

Arlene Colvin, Board Chair

(Printed Signature)

AMENDED AND RESTATED BYLAWS <u>OF</u> 21ST CENTURY CHARTER SCHOOL AT GARY, INC.

ARTICLE I General

Section 1. <u>Name</u>. The name of the corporation is 21st Century Charter School at Gary, Inc. (the "Corporation").

Section 2. Address. The street address of the Corporation's registered office is 3145 N. Meridian St., Indianapolis, Indiana, 46208. The registered agent in charge of the registered office is Dana L. Teasley.

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

ARTICLE II

Board of Directors

<u>Section 1</u>. <u>Directors</u>. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Amended and Restated Articles of Incorporation (the "Articles") and these Amended and Restated Bylaws (the "Bylaws"). The Board of Directors shall have no less than three (3) members, and no more than eleven (11) members, as designated by resolution of the Board of Directors from time to time. Notwithstanding any other provision of these Bylaws, at all times each of the individuals that comprise the Board of Directors shall be appointed by the Board of Directors of GEO Academies, Inc. (the "Supported Organization") or by an authorized officer of the Supported Organization.

<u>Section 2</u>. <u>Appointment and Terms</u>. The Supported Organization shall appoint a new director to replace each director whose term has expired or is nearing expiration. Each such newly appointed director shall serve for a term of three (3) years, or such other period as is prescribed by the Supported Organization at the time of such appointment, and until his or her successor is appointed and qualified. A director may serve any number of consecutive or nonconsecutive terms.

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

<u>Section 4</u>. <u>Regular Meetings</u>. The Board of Directors shall hold a minimum of ten (10) regular meetings per fiscal year, as fixed by these Bylaws or by resolution of the Board of Directors.

Section 5. Special Meetings. The Board of Directors may hold special meetings for any lawful purpose upon not less than two (2) days' notice, as described in Section 6 of this Article, upon call by the Chair or by two (2) or more members of the Board of Directors. A special meeting shall be held at such date, time, and place inside the State of Indiana or elsewhere as specified in the call of the meeting.

Section 6. Compliance with Indiana Open Door Law. Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code ("IC") section 5-14-1.5-1, <u>et seq.</u>), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board of Directors.

Section 7. Notice of Special Meetings. Oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

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

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

Section 8. Waiver of Notice. Notice of a meeting may be waived in a writing signed by the director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.

Section 9. Means of Communication. The Board of Directors, or a committee thereof, may permit a director or a committee member to participate in a meeting through the use of any means of communication by which all participating directors or committee members, and all members of the public physically present at the place where the meeting is conducted, may

simultaneously hear each other during the meeting, provided that (i) such meeting complies in all respects with the provisions of the Indiana Open Door Law in IC 5-14-1.5-3.6, and (ii) the Board of Directors has adopted a policy to govern participation in meetings by electronic communication pursuant to IC 5-14-1.5-3.6. A director or committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 10. Removal, Resignation, and Vacancies. A director may be removed from office at any time, with or without cause, by the Supported Organization. A director may resign at any time by giving written notice of such resignation to the Board of Directors, the Supported Organization, the Chair, or the Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the Supported Organization, the Chair, or the Secretary. A vacancy on the Board of Directors, whether created by removal or resignation of a director, shall be filled by the Board of Directors of the Supported Organization or by an authorized officer of the Supported Organization.

ARTICLE III Officers

Section 1. In General. The officers of the Corporation shall consist of a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. All officers may, but need not, be members of the Board of Directors. An officer may not simultaneously hold more than one (1) office; notwithstanding the foregoing, the offices of Secretary and Treasurer may be simultaneously held by a single officer. Each officer shall be elected by the Board of Directors and shall serve for one (1) year, or such other period as prescribed by the directors at the time of such election, and until the officer's successor is elected and qualified. Any officer may be removed by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

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

<u>Section 3</u>. <u>Vice Chair</u>. The Vice Chair shall assist the Chair and assume the duties of the Chair in the absence of the Chair. The Vice Chair shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 4. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare, or cause to be prepared, the minutes of all meetings of the Board of Directors and enter such minutes in the minute book of the Corporation. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 5. <u>Treasurer</u>. The Treasurer shall prepare, or cause to prepare, and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

<u>Section 6.</u> <u>Other Officers</u>. Each other officer of the Corporation shall perform such duties as the Board of Directors or the Chair may prescribe.

ARTICLE IV Committees

<u>Section 1</u>. <u>Executive Committee</u>. The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate two (2) or more directors of the Corporation to constitute an Executive Committee which, to the extent provided in such resolution and consistent with applicable law, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation's affairs during intervals between the meetings of the Board of Directors. The Executive Committee shall be subject to the authority and supervision of the Board of Directors. An Executive Committee member appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

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

ARTICLE V Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

- (b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half-blood), from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.
- (c) If a director, or a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.
- (e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board of Directors) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board of Directors and may include information regarding a person's participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

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

ARTICLE VI

Indemnification

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

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

Section 2. Definitions.

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

action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if (a) special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Section 1 of this Article and (b) the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's findings that are within the possession or control of the Corporation.

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

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

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

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

ARTICLE VII

Contracts, Checks, Loans, Deposits, and Gifts

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

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

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

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

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

ARTICLE VIII

Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation; provided, however, that any amendments to the Bylaws shall require the written approval of the Supported Organization.

These Amended and Restated Bylaws were adopted as of the 20th day of May, 2020.

21st Century Charter School at Gary

CODE OF ETHICS

Personal and Professional Integrity - All board members and staff of 21st Century Charter School at Gary act with honesty, integrity and openness in all their dealings as representatives of the organization. We promote a working environment that values respect, fairness and integrity.

Mission Fulfillment -21^{st} Century Charter School at Gary has a clearly stated mission and purpose, approved by the Board of Directors, in pursuit of the public good. We are mission-focused, and maintain our relevance by meeting needs of our constituent organizations in a changing environment.

Responsible Governance -21^{st} Century Charter School at Gary has an active and effective governing body that is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations and policies of the organization. Governance transparency is key to our operation.

Legal Compliance -21st Century Charter School at Gary is knowledgeable of, stays current with, and complies with all applicable laws and regulations.

Responsible Stewardship - Maintaining effective governance and management, 21st Century Charter School at Gary generates adequate resources, manages resources effectively, supports and appropriately compensates staff. 21st Century Charter School at Gary abides by clear conflict of interest policies and avoids abuse of power. We exercise due diligence in all program and fiscal matters including the generation, management and acceptance of funds. Further, 21st Century Charter School at Gary follows all state laws related to financial requirements of a charter school, including but not limited to ownership of real estate and purchases made with government funds.

Openness and Disclosure -21^{st} Century Charter School at Gary provides comprehensive, accurate and timely information to the public, the media and all stakeholders and is responsive in a timely manner to reasonable requests for information.

Diversity and Inclusiveness - Among our clients, colleagues and vendors and in our community, we advocate the value of diversity and inclusiveness, and work to expand our understanding and proficiency. We attend to the dynamics of difference, knowing that multiple viewpoints and shared solutions are essential to effective actions. We serve all forms of nonprofit arts organizations - large, small, established, emerging, traditional and innovative. We promote inclusiveness. Our staff, consultants, Board, volunteers and vendors reflect the diversity of our community. Diversity and inclusiveness enrich our programmatic, governance and organizational effectiveness.

Promotion of Learning - We are a learning organization. 21st Century Charter School at Gary is committed to improving program and organizational effectiveness. Our Board and staff want to be among the very best at what we do.

Quality - We strive for and achieve excellence in all aspects of our organization and in the services we provide by regularly assessing the total organization and its outcomes and impacts on an ongoing basis.

Anti-Harassment – It is the policy of 21st Century Charter School at Gary that all Board members, staff, and students are entitled to a workplace and/or education free of discrimination and harassment based on race, color, religion, sex, national origin, genetic information, disability, military status, or age.

Safety of Students – It is the policy of 21st Century Charter School at Gary to protect all students' health, safety, and welfare enrolled at its school.

4836-4745-2104v1

LICENSING AND SERVICES AGREEMENT DRAFT

DATE:	July 1, 2022
PARTIES:	Greater Education Opportunities Foundation, Inc. 3145 N. Meridian Street Indianapolis, IN 46208
CHARTER SCHOOL:	21 st Century Charter School at Gary 556 Washington St. Gary, IN 46402

RECITALS

- A. Effective beginning ______ <date>, _____ (the "Organizer") received a Charter School Agreement (the "Charter Agreement") from the ______ ("Authorizer") to organize and operate a charter school named _______ (the "School") pursuant to the provisions of IN Code 20-24 et seq. "Charter School Law";
- **B.** The Organizer shall operate this School, pursuant to the provisions of the Charter Agreement and in accordance with its exempt status under Code Sections 501(a) and 501(c)(3) and the requirements of all relevant state, federal and local laws, rules and regulations, including the Charter School Law;
- **C.** The Organizer has a Board of Directors (the "School Board" or "Board") whose members constitute the governing body of the School and shall manage the School's activities in compliance with the Charter School Agreement and applicable law;
- **D.** The Greater Educational Opportunities Foundation, Inc. ("GEO" or the "Service Provider") is a non-profit organization that has experience in the academic program design, management, operation and administration of charter schools;
- **E.** The Board has performed due diligence regarding GEO's financial resources, educational services, and managerial experience;
- **F.** The Board believes that it will be in the best interests of the School to enter into this Licensing and Services Agreement ("Agreement") with GEO; and
- **G.** The Board desires to engage GEO to provide academic program, management, operational, legal and administrative services for the School, and GEO desires to provide such services for the School, all in accordance with the terms and conditions set forth in this Agreement.

H. NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: ENGAGEMENT AND AUTHORITY

A. <u>Engagement and Authority</u>. Subject to the terms and conditions set forth in this Agreement, the School hereby engages GEO for the purpose of providing management, operational, legal and academic services necessary for the operation of the School, as more particularly described in Article III of this Agreement (collectively, the "Services"). Subject at all times to the oversight and authority of the Board as provided herein, the Board hereby authorizes GEO, in performing its duties and fulfilling its obligations under this Agreement to take such actions as are necessary or desirable in GEO's reasonable judgment to properly and effectively operate the School on behalf of the Board. All such actions shall be consistent with federal and state law, subject to the Charter Agreement and the annual school budget approved by the Board.

B. <u>FERPA</u>. The Board hereby designates employees of GEO, to the extent permitted by law, as agents of the School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. & 5 1232g, the Family Educational Rights and Privacy Act ("FERPA"). GEO, its officers, and employees shall comply with FERPA at all times.

C. <u>Right to Subcontract</u>. GEO may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge GEO from any obligation or liability under this Agreement except as explicitly agreed upon in writing by the Board.

D. <u>Limitations</u>. No provision of this Agreement shall interfere with the School's ability to perform its obligations under the Charter Agreement. The School shall at all times remain legally responsible to the Authorizer for the operations and management of the School, for ensuring that the terms and conditions of the Charter Agreement are satisfied, and for compliance with all State and Federal laws and regulations at all times.

ARTICLE II: TERM AND RENEWAL.

A. <u>Term</u>. The term of this Agreement ("Term") shall commence on ______ and be in effect for a (____) year term, ______. This agreement shall automatically renew on a monthly basis after that date until a new agreement is signed in writing by both parties, or unless Terminated under provisions of Article VII.

B. <u>Renewal</u>. Upon extension or renewal of the current Charter Agreement, this Licensing and Services Agreement will automatically continue in effect commensurate with the length of the extension or renewal, unless this provision is revoked or changed in writing with 90 days' notice between parties in writing. In no event shall the Term of the Agreement exceed the term of the Charter Agreement.

ARTICLE III: SERVICES.

GEO shall be responsible for all academic program implementation, in accordance with the GEO Academies model, management operational and administrative services necessary for the operation of the School, in consultation and communication with the Board, including, but not limited to, the following:

A. <u>Establishing and Evaluating Academic Performance Objectives</u>. GEO will establish and implement academic performance objectives for the School, consistent with the terms of the Charter Agreement and applicable state standards, and will evaluate the School against such standards on annual basis. GEO will help the Board measure the success of the School by providing a report to the Board at least quarterly which may include the following metrics: student academic achievement status or proficiency, student academic growth, including adequacy of growth toward state standards, achievement gaps between student subgroups, attendance, and/or any other mission-specific performance goals.

B. <u>Benchmarks</u>. In order to effectively gauge how the academics and operations of the school are performing, GEO will develop and share the following benchmarks with the Board on an annual basis:

- 1. % of students passing state-wide testing in each area tested by grade level;
- 2. Annual attendance levels;
- 3. % of students meeting or exceeding the previously tested academic areas; and
- 4. Other benchmarks as may be developed with the Board on an annual level, including, but not limited to, college and career attainment goals

C. <u>Annual Goals</u>. GEO will provide academic oversight services to the Board. This includes analysis of all pertinent data including enrollment, retention, test results analysis, academic progress over time, college-bound rates, college participation rates, student attendance, teacher retention and attendance, as well as recommendations for professional development and implementation of successful academic programs. Each year, upon receipt of test data, student retention data, enrollment data, college bound data, discipline data, financial and other data points, the respective board committees will dissect the data and research and recommend acceptable goals for the following year. These goals will be reviewed by each committee and shared with management and an acceptable goal will be mutually agreed upon by each party for each criteria. They will, at a minimum, seek to exceed the federal government's adequate yearly progress goals and the state's goals for academic growth and meet graduation and attendance rate requirements in each subcategory identified by the school's population.

D. <u>Human Resources</u>. GEO shall be responsible for selecting, hiring, and developing all administrative, instructional, and support staff necessary for the performance of services. All staff and staff employment agreements will remain the responsibility of GEO, and GEO shall be responsible for all employment-related duties regarding payroll, taxes, withholding, reporting, benefits, staffing schedules, wage structures, and personnel policies, evaluation of staff against performance objectives and other human resource issues, including discipline and termination, as applicable, for all of its employees involved in performance of service. All staff shall be employees of the School, and all employee agreements shall be made in accordance with usual and customary business practices. GEO will be responsible providing professional development training throughout the school year and as necessary to ensure that the School is on track to meet the goals set forth in the Charter Application. The CEO of GEO shall serve as the Superintendent of the School.

E. <u>Curriculum and Training</u>. GEO will work with the Board to ensure that an appropriate curriculum is available for the benefit of the School and its students. Such curriculum shall be aligned with state standards and the goals set forth in the Charter Application and Charter Agreement. Curriculum materials purchased by GEO using the School's funds shall be the property of the School. GEO shall provide curricular and administrative training to its employees who are performing the services at mutually agreed upon locations and times.

F. <u>Enrollment</u>. GEO shall develop and implement a recruitment and enrollment program for the School that complies in all respects with the requirements of the Charter Agreement, the Charter School Law, and all other applicable laws, rules and regulations.

G. <u>Student Management and Accountability</u>. GEO shall develop an accountability plan that will enable the School to gather data and provide accountability reports required by the Charter Agreement, and provide other reports reasonably requested by the School.

H. <u>Food Service and Accounting System</u>. GEO shall negotiate agreements with independent food service providers and shall be responsible for maintaining quality control of its selected food service program. GEO shall manage or contract for a computerized food accounting and billing system and manage the School's participation in the National School Lunch program in accordance with the terms of the program, and record-keeping and reporting requirements of the National School Lunch Act, as amended from time to time.

I. <deleted>

J. <u>School Accounting System</u>. GEO shall utilize an accounting system that shall conform to the requirements of the Indiana Unified Accounting Code/Louisiana Accounting Uniform Guidelines Handbook, as overseen by the Indiana State Board of Accounts/Louisiana Legislative Auditor.

K. <u>Reports to Authorizer and Others</u>. GEO shall furnish all information relating to this Agreement that is deemed necessary by the School or the Authorizer (i) to fulfill the School's reporting requirements under the Charter Agreement, (ii) for the Authorizer's proper oversight of the School's operations, and (iii) as otherwise required under applicable law or the Charter Agreement.

L. <u>Data and Assessment</u>. GEO shall develop an effective academic assessment program that will incorporate all assessment activity mandated by the Charter Agreement or through relevant laws, rules or regulations.

M. Budget. Subject to the provisions regarding Non-Assumption of Liabilities, and subject to Board approval, GEO shall develop and maintain an annual budget for the operation of the School. The Budget shall be in reasonable detail as requested by the Board and shall include projected expenses and costs reasonably associated with operating the School including, but not limited to: the projected cost of services and education programs provided to the School; leasehold and other lease or purchase costs incurred for the School facility (if applicable); maintenance and repairs to the School facility and capital improvements (if applicable); personnel salaries and benefits expenses payroll processing expenses; supplies and furnishings necessary to operate the School; all taxes of any kind that may be assessed or imposed; insurance premiums and deductible payments; utilities; food service expenses, professional and legal fees; school development and startup expenses, including costs of audits, Board expenses, and any other costs and expenses connected to the operation of the School. The Budget shall be prepared by GEO and submitted to the School Board for approval. The Budget may be amended from time to time as deemed necessary by GEO and the School Board. The Annual Budget shall be submitted to the Board for its approval in accordance with Authorizer policies.

N. <u>Accounting and Payment Services</u>. School shall not enter into contracts with outside vendors (other than GEO) for services without notifying GEO and without ensuring that it fits within the current budget. GEO agrees to provide or to cause to be provided, the accounting and payment services for the School, as follows:

- 1. GEO shall establish and maintain the charts of account, including all journals and ledgers.
- 2. Check register and payroll records, as required in the Charter Agreement and as prescribed by the State Board of Education.
- 3. GEO shall prepare monthly bank reconciliations for the School's accounts
- 4. GEO shall prepare and deliver to the Board interim financial statements on a quarterly basis.

O. <u>Legal Services</u>. GEO shall provide legal services to the School through GEO's General Counsel and its staff. The provision of these legal services shall be done pursuant to an engagement agreement, attached hereto as Ex. A.

P. <u>Handling of Funds</u>. GEO shall open and maintain bank accounts and/or other depositary accounts in the name of the School as authorized by the School from time to time. GEO shall maintain the School's funds in separate accounts from GEO's funds and shall not commingle such funds. GEO shall, as agent of the School, deposit in the School's bank accounts or other accounts, all funds furnished to the School by way of federal, state and local grants, disbursements, reimbursements or allocations for the operational needs of the School and all other funds received by GEO for or on behalf of the School. The CFO of GEO shall be authorized by the Board to manage all School funds, including corresponding contract agreements, on behalf of School as the School Treasurer.

Q. <u>Licensed Content</u>. The Licensed Content of the GEO includes the

<school names> and GEO Academies names and logos as well as GEO's Know-How (this includes all proprietary knowledge, intellectual property, information and expertise, whether or not covered by any copyright, trade secret or other intellectual property rights, provided or made available to School by the Service Provider). As of the Effective Date, and subject to the terms and conditions of this Agreement, Service Provider hereby grants to School a non-transferable, non-sublicenseable and non-exclusive license to use, reproduce and display the Licensed Content solely in connection with providing educational and related services at the School's location in ______. Upon termination or expiration of this Agreement, this license will terminate immediately and, subject to the provisions of Article VII B 1, School will immediately make unavailable for future use all of the Licensed Content and immediately return all tangible forms of the Licensed Content to Service Provider.

ARTICLE IV: BOARD SUPPORT AND RESPONSIBILITIES

Through this Agreement, the Board contracts with the Service Provider to operate the School, consistent with the requirements of the Charter Agreement and applicable law. The Board retains, however, the authority and responsibility to govern the School, consistent with its bylaws. The following provisions describe the respective roles and responsibilities of the Board and the Service Provider with regard to governance and operation of the School.

A. <u>Board Responsibilities</u>. The Board will retain all oversight authority for the School and will establish a Finance, Academic and Board Governance Committee, to review and evaluate GEO and the School to ensure it is meeting the obligations set forth in this Agreement. The Board will also establish other committees as may be required to ensure it fulfills its oversight functions. The Board will meet in accordance with the requirements in the bylaws and for each area where the school board is deficient, the board will seek professional development. The Board will abide by the federally recommended conflict of interest policy that is included within the Board's bylaws.

B. <u>Finance Committee</u>. The Board will establish a Finance Committee on an annual basis. The Finance committee shall consist of individuals fluent in financial data and management. The Finance Committee shall meet a minimum of four times each year, or as needed to review reports

and financial statements provided by GEO in addition to reports by an outside audit firm as further described below. The Finance Committee will prepare reports as needed and discuss issues of fiduciary concern with the entire Board. When required by the Authorizer, the Finance Committee will be responsible for approving an outside audit firm to make certain the financial processes conducted internally by GEO are within GAAP and state-approved guidelines and practices for charter schools. In addition, this outside audit firm will review the independent audit and provide a report to the full Board on any issues of concern. GEO agrees to fully cooperate with the independent auditor selected, hired or retained by the Board and to make available all financial and other records pertaining to the School to such independent auditor as requested in a timely manner.

C. <u>Academic Committee</u>. The Board will establish an Academic Committee on an annual basis. The Academic Committee shall consist of individuals fluent in academia, state requirements, and programs. The Academic Committee shall meet a minimum of four times each year, or as needed to review test data, student retention data, enrollment data, college bound data, discipline data, financial and other data points, benchmarks and goals as specified in <u>Article III</u> of this Agreement. The Academic Committee will analyze the data and determine if GEO is on the path to meeting the goals set out in this Agreement. The Academic Committee will provide reports and bring issues to the entire Board when applicable.

D. <u>Board Governance Committee</u>. The Board will establish a Board Governance Committee on an annual basis. The Board Governance Committee shall consist of individuals experienced in nonprofit board governance and who are current on charter school governance "best practices." The Board Governance Committee will review GEO's operational effectiveness along with the Board's own effectiveness in ensuring that the needs of the School are met. The Board Governance Committee will provide reports and recommendations to the entire Board when applicable.

E. <u>Fundraising Plan</u>. The Board will support a Fundraising Plan in support of the School, as developed in cooperation with GEO. The plan will be revised annually, but at a minimum will include a requirement of 100% participation by Board members in contributing financially to the school in a manner that is personally meaningful to them.

F. <u>Approval of School Policies</u>. With the assistance of GEO, the Board shall review and adopt recommended policies of the School to ensure its successful operation in accordance with the Charter Agreement and applicable law.

G. <u>Notice of Violations</u>. If the Board receives notification from any public authority or other person that the School is or may be in violation of the Charter or any applicable law or regulation the Board shall immediately notify GEO of the alleged violation and shall work with GEO to investigate such alleged violation, determine whether such alleged violation does in fact exist, promptly respond to the complaining party and to correct any violation found to exist.

H. <u>Providing Information to GEO</u>. The Board shall provide GEO with all information, documents and records necessary for GEO to effectively provide its Services and support and otherwise carry out its duties under this Agreement.

ARTICLE V: LICENSING AND SERVICES FEE

In consideration of the variety of management and academic services provided by GEO, as outlined above, but not limited to, the Board shall pay to GEO on a monthly basis a License and Service Fee that shall be mutually agreed upon on an annual basis.

ARTICLE VI: RELATIONSHIP OF THE PARTIES

A. <u>GEO as Independent Contractor</u>. GEO shall perform the Services as an independent contractor, and not employer-employee. No agent, employee, or servant of GEO shall be deemed to be the employee, agent or servant of the Board except as expressly acknowledged in writing by the Board. GEO shall perform services under this Agreement using commercially reasonable efforts.

B. <u>Non-Assumption of Liabilities</u>. GEO shall not, by entering into and performing under this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the School that have not been approved by GEO.

C. <u>Ownership of Assets Purchased for Use at the School</u>. All assets purchased by GEO on behalf of the school, using school funds or through fundraising efforts, shall remain property of the School. To the extent that assets have been loaned to the School by GEO, it shall remain property of GEO. It is the responsibility of GEO to indicate in writing when such assets are being loaned to the School.

D. <u>Indemnification</u>.

- 1. GEO shall indemnify and save and hold the Board, School and their employees, officers, directors, subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring in, on or about the School from the negligent, grossly negligent or reckless actions and omissions or willful misconduct, or material breach, committed by GEO or by its employees, officers, directors, subcontractors, agents or by School employees while assigned to and working in conformity with the supervision of GEO during the term of this Agreement or any renewal thereof. Upon timely written notice from the Board, GEO shall defend the Board and School in any such action or proceeding brought thereon,
- 2. The Board and School shall indemnify and save and hold GEO, its partners, employees, officers, directors, subcontractors, agents and authorized volunteers (collectively: "GEO") harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring from the negligent, grossly negligent or reckless actions and omissions or willful misconduct committed by the Board or by its employees,

officers, directors, subcontractors, or agents (including claims, demands, suits or other forms of liability actual or claimed of whatsoever kind or character including attorney fees brought against School employees) unless such conduct is committed by School employees assigned to and working in conformity with GEO's supervision in the School. Upon timely written notice from GEO, the Board shall defend GEO in any such action or proceeding brought thereon.

Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurnment of net earnings of the School or GEO "to the benefit of any private shareholder or individual," or an "excess benefit transaction" within the meaning of Code Sections 501(c)(3) or 4958, or similar provisions of any subsequent Federal tax laws.

E. <u>Criminal Background Checks</u>. All GEO employees, including School staff, contractors of GEO, or employees of contractors of GEO who have direct, ongoing contact with children at the School within the scope of their employment or performance of services, shall be subject to criminal background check requirements.

F. <u>Public Funds</u>. The School shall be the recipient of all public funds that are disbursed to fund the operations of the School and all other funds to which the School or the School is entitled.

ARTICLE VII: TERMINATION AND DISPOSITION

A. <u>Termination</u>. The parties hereby agree that this Agreement may be terminated only under the following conditions:

- 1. If this Agreement or its implementation would jeopardize the nonprofit or tax-exempt status of the School or GEO, would create adverse tax consequences for the School or GEO, or would cause the School or the GEO to be in violation of applicable law;
- 2. Upon the revocation of the Charter Agreement or the Charter Agreement's expiration without renewal;
- 3. The School may terminate this Agreement prior to the end of the terms specified above in the event that GEO shall fail to remedy a material breach to the School's reasonable satisfaction within 90 days after written notice from the School. Material breach includes, but is not limited to, receipt by the School of unsatisfactory reports regarding significant failures of GEO in educational performance, which are not adequately corrected or explained;
- 4. GEO may terminate this Agreement for cause prior to the end of the Term if the Board fails to remedy a material breach within 90 days after written notice from GEO. Material breach includes, but is not limited to, failure to pay monetary obligations as required by the provisions of this Agreement; or
- 5. GEO may terminate this Agreement if, in its own judgment:

- a. The relationship between the parties has become detrimental to one or both,
- b. Actions by members of the Board would prevent GEO from implementing its GEO Academy model with fidelity.
- c. Actions by members of the Board at the School level would create a detrimental environment for GEO, GEO's reputation, or ability to pursue future opportunities.
- B. In the event this agreement expires or is terminated by either party,
 - 1. GEO shall be entitled to that portion of the Service Fee accrued, as of the date of such expiration, termination or resignation and not yet paid.
 - 2. The School shall be responsible for payment of all expenses incurred before the termination date.
 - 3. The School acknowledges that, in the event this Agreement expires or is terminated by GEO or the School, any and all loans owing from the School to GEO remain in full force and effect, and are not extinguished or impacted with the termination of this Agreement.

C. <u>Disposition of Assets Upon Termination</u>. Upon the termination or expiration of this Agreement for any reason, all assets purchased by the Board or GEO for the School shall remain the property of the School upon closure of the School, or as may otherwise be required by applicable law. To the extent that assets have been loaned to the School by GEO, it shall remain property of GEO. It is the responsibility of GEO to indicate in writing when such assets are being loaned to the School.

D. <u>Procedures upon Expiration or Termination</u>. Upon termination or expiration of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both parties that the School shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:

- 1. The School shall have the right to use GEO intellectual property, then currently in use by the School, until the last day of the then current school year;
- 2. GEO shall provide the School with copies of all student records, financial reports, employee records, and other School data in GEO possession and not currently in the possession by the Board; and
- 3. GEO shall provide the School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that the School shall pay to GEO all fees, expenses and other costs of GEO consultants and agents who may, from time to time, upon mutual agreement of the parties, provide assistance to the School or its students.

ARTICLE VIII: MISCELLANEOUS

A. <u>Compliance with Laws</u>. GEO and the Board shall comply with all applicable law and all applicable terms and conditions of the Charter Agreement.

B. <u>Modification</u>. This Agreement may be amended only by mutual written agreement of the parties hereto and may not be modified in any other manner.

C. <u>Assignment</u>. This Agreement and/or any rights or obligations hereunder shall be binding on the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned by any party without the prior written consent of the other party, The School recognizes that GEO may assign various rights and delegate various duties within this Agreement to an affiliated third party for the benefit of the School, provided that the School consents to such assignment and/or delegation, and such assignment and/or delegation does not create a right of termination for either party under Article VII of this Agreement. Any delegation of such rights and duties shall be agreed to in writing by both parties, and must be attached to this document as an addendum to be fully incorporated therein.

D. <u>Notice</u>. All notices, requests, demands, and communications under this Agreement shall be in writing to both of the other parties. Delivery of such writings shall be considered effective upon receipt. Only personal service with a signed confirmation or service by certified mail to the addresses on this Agreement will be considered effective. Service by facsimile will NOT be considered effective.

E. <u>Severability: Change of Law</u>. Any item or provision found to be in violation of the law shall be severed from this Agreement and shall be deemed to be null and void and shall not affect the validity of any other term or provision of this Agreement, to the extent that the remainder of the Agreement may be construed to give effect to the intention of the parties and the purpose of the Agreement, and to that end, the provisions hereof are declared severable. In the event of the enactment of a statute, or adoption of a rule, regulation or position by a governmental body or court of competent jurisdiction which would invalidate or have an adverse effect upon the whole of this Agreement or the ability of one or more persons now engaged in the business or ownership of the School to remain so engaged, the parties agree to attempt to modify the Agreement to allow the intent of the parties to continue.

F. <u>Waiver</u>. No consent or waiver, express or implied, by either party to any breach or default by the other party in the performance of the obligations created hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance of the other obligations of such other party. Failure on the part of either party to declare the other party in default, irrespective of how long such failure continues, shall not constitute consent or waiver of the rights of such party.

G. <u>Governing Law</u>. This Agreement shall be subject to and governed by the laws of the State of Indiana/Louisiana.

H. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the specific subject matter set forth herein, and all other agreements and understandings related thereto, whether written or oral, are hereby superseded.

I. <u>Attorneys' Fees</u>. In the event of an action or proceeding by any party to enforce the terms and conditions of this Agreement or seeking damages for the breach of this Agreement, each party agrees that the prevailing party shall be paid, in addition to any damages caused by a breach of the Agreement, all costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by the prevailing party, in connection with any action or proceeding.

J. <u>Addenda</u>. Addenda to this agreement may be executed at any time provided such addendums are in writing and signed both parties. Where the terms of the addendum can be construed to contradict this original Agreement, the document shall be construed to give effect to the terms of the addendum. Such addenda shall not affect the remaining terms of this original Agreement, and upon proper execution, shall be considered part of the original Agreement as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the day and year first above set forth,

FOR SCHOOL

Signed

Title, Date

FOR PROVIDER

Signed

Title, Date

Organization: GEO Academies/21st Century Schools **Visit Facilitators**: Wendy Skibinski, Kevin Teasley, Hilary Lewis **Visit Team**: Doug Lemov, Hilary Lewis, Brittany Hargrove, Dillon Fisher **Visit Date**: 11/17/21

Teach Like a CHAMPION°

Uncommon Schools

21st Century Middle School: TLAC School Visit Summary

This document serves as a final summary and record of our school visit with your school/organization. The contents of this summary were developed based on our site visit discussions and debrief conversations. Please reach out to the site visit facilitators if you have any questions.

Visit Focus:

- Priority #1: Studying how implementation of priority TLAC techniques impact student learning.
- Priority #2: Studying how the TAP mentor model helps teachers make progress on instructional goals.
- Priority #3: Studying how lesson planning and preparation supports teachers in achieving at least 1.5 years growth on core assessments.

I. Overall Strengths/Bright Spots

Themes	Where We Saw This/Evidence	
Model Teachers	 Model teachers are present on campus that can support the development of other teachers across the school. In Ms. Ferrin's classroom, Participation Ratio was high as evidenced by the number of students actively engaging in her questioning. Ms. Ferrin utilized Cold Call to effectively hear from multiple students. In Ms. Stokes' classroom, the use of the TA and group-pairing was effective to ensure students had appropriate scaffolds and to maximize engagement during independent work time. 	
Implementation of School- Wide Priorities	 Nearly all teachers implemented the schoolwide priorities set forth by administration to improve both instructional and cultural aspects of school. Objectives were posted on the board in most classrooms. Teachers were using threshold to monitor classroom, hallways, and facilitate efficient and warm transitions into class. One observer commented that they saw the transference of Cluster learning int the classroom. School leaders noted a marked change in the amount of circulation happening during the site visit (previous feedback provided to faculty). 	
Students Feel Seen and Heard	 Teachers communicate with students in a loving and supportive waycreating a warm relationship stemming from a love for students. In several classrooms and hallway interactions, teachers used terms of endearment to communicate warmth and care toward students with whom they built strong relationships. Teachers' tone and demeanor were both warm and positive (Culver). 	
	Nearly all teachers implemented the schoolwide priorities set forth by administration to improve both instructional and cultural aspects of school.	

Uncommon Schools

Organization: GEO Academies/21st Century Schools **Visit Facilitators**: Wendy Skibinski, Kevin Teasley, Hilary Lewis **Visit Team**: Doug Lemov, Hilary Lewis, Brittany Hargrove, Dillon Fisher **Visit Date**: 11/17/21

	 In one classroom, students were made to feel seen and heard when they raised their hands (for both academic and personal needs). When one student wasn't called on to share their academic insight, the teacher was sure to indicate to the student that she saw the student's hand and appreciated their participation. (Ferrin) In another classroom, a co-teaching pair worked to ensure that all students were provided space to share their thinking. (Biffle and Co-teacher) One observer commented that they felt as though "Relationships are everywhere". One observer noted that students with special needs were provided with the needed time and attention to support their learning goals. (Stokes) An enthusiastic discussion in one classroom provided students with the chance to be heard by both their teachers and their peers and was evidence that this is a common occurrence-students were comfortable speaking up. (Ferrin) In multiple classrooms, students expressed their thinking aloud and peers were sharing their thinking with each other. (Ferrin, Fedison)
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II. Highest-Leverage Opportunities

Themes	Where We Saw This/Evidence	
	 Students were not provided with concrete and productive think time which resulted in writing and discussions being rushed and/or low quality. In observations of student work, observers saw both right and wrong answers. Students were not asked to correct, revise, or expand upon their thinking verbally or in writing. In one classroom, students were rushed to write and subsequently wrote less; written work lacked focus. Teachers did not purposefully monitor with exemplars to provide students with targeted feedback on their work. 	
Increase Student Think and Participation Ratio Through Academic Systems	 Teachers did not effectively plan and prepare for lessons which resulted in lessons that lacked intentional Means of Participation, feedback, and data gathering. Teachers do not know how to execute Eureka Math and Wit & Wisdom curricula with efficacy. Teachers did not have clarity on what lesson structure should look/sound like which meant that lesson execution looked different across all classrooms. In our review of lesson plans, there were inconsistencies in how teachers planned and prepped. There is little to no evidence of teachers following the provided lesson internalization guidance. Lesson preparation did not include Means of Participation, questioning, or exemplars. Network leaders said that lesson planning/prep is an act of compliance and not used to improve instructional practice. Teachers submit lesson plans that are copied from the curriculum and attach the standard as their lesson preparation. 	

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 Network and school leaders acknowledge that novice teachers are unfamiliar with/do not know standards for their grade band/subject area. Network and school leaders said that pacing is an issueteachers are not able to make it through their lessons. Network and school leaders said that teachers at times open the lesson (without preparation) and begin teaching.
 Clusters scheduled during the school day took teachers away from classroom instructional time which created challenges for staffing, classroom management, and student engagement. Classrooms were left without teachers as Clusters were scheduled during instructional time. Leaders said that classroom management suffered because classrooms had to combine while teachers were in Clusters. Cluster content was not differentiated by content/grade. Teachers watched clips of ineffective teaching. Coaches are training on TLAC as the end goal – not student centered.

Teach Like a CHAMPION°

Uncommon Schools

III. Next Steps/Action Planning

Priority/Focus	Action Item

Organization: GEO Academies/21st Century Schools **Visit Facilitators**: Wendy Skibinski, Kevin Teasley, Hilary Lewis **Visit Team**: Hilary Lewis, Brittany Hargrove, Dillon Fisher **Visit Date**: 11/18/21

21st Century High School: TLAC School Visit Summary

This document serves as a final summary and record of our school visit with your school/organization. The contents of this summary were developed based on our site visit discussions and debrief conversations. Please reach out to the site visit facilitators if you have any questions.

Visit Focus:

- Priority #1: Studying how implementation of priority TLAC techniques impact student learning.
- Priority #2: Studying how the TAP mentor model helps teachers make progress on instructional goals.
- Priority #3: Studying how lesson planning and preparation supports teachers in achieving at least 1.5 years growth on core assessments.

I. Overall Strengths/Bright Spots

Themes	Where We Saw This/Evidence	
Model Teachers	 Model teachers are present on campus that can support the development of other teachers across the school. Ms. DuBose (8 Math) stood out as a bright spot regarding <u>student relationships</u>. One student who struggles in other classrooms was seen in her room as participating, engaged, and getting correct responses on their math. When releasing students to work, there was evidence of her using <u>purposeful</u> <u>monitoring</u> as she circulated around. She had clarity on what to look for. Infused a <u>culture of error</u>, "this is a common mistake and it's OK". She verbalizes her feedback in a warm way which supports building relationships. <u>Peer to peer discourse</u> was a bright spot as well. Ms. Dilworth infused classroom cultural moments (knocks) to <u>celebrate students</u>. Connecting content with additional resources (video). Uses <u>motivational wait time</u> to allow more students time to participate. When a student struggled, she struck with the student – model of <u>No Opt Out & scaffolded questions</u>. Ms. Camara used <u>group work</u> effectively and supported students who typically struggle to feel engaged. 	

II. Highest-Leverage Opportunities

Themes	Where We Saw This/Evidence	
Increase Student Think and Participation Ratio in Planning and Execution	Teachers rely heavily on both management and scripted curriculum content (which lacks guidance on effective participation technique), therefore there were little opportunities for students to engage with each other, share their thinking aloud intentionally, or revise	

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	 their ideas in writing. In an ELA classroom, the teacher used the scripted curriculum (SpringBoard) as written in the textbook, which did not afford students the chance to put their own thinking down on the paper. The teacher instead required students to write down the provided exemplar responses in the teacher's lesson plan. (Surney) Curriculum pacing guide does not match the timing of lessons on campus. This caused teachers to continue with lesson questions/content over two days. In turn, close reading questions that required the supplemental text were split over the course of two days, making it harder for students to draw connections to the content due to lapse in time (ELA classes). In a Social Studies classroom, 100% of students worked diligently to respond to a short answer response for approximately 15 minutes via Google Classroom. When students finished and submitted their responses, they were not assigned a new task to complete. This meant that students were sitting, in some instances, without anything to do for 10 minutes. Feedback was provided minimally, and when shared, it was shared aloud during the independent work time and was not used to drive whole class revision. (Ball)
	 Teachers' use of questioning was typically followed by volunteers or used as a management technique to ensure students were paying attention. Resultantly, the number of students participating / engaged is not maximized and students are not yet building off each other's responses (Habits of Discussion). In one classroom, Cold Call was used for behavior management and was not used strategically to build discussion and idea refinement (Surney). When teachers asked questions, oftentimes the first hand raised was called upon—which did not support student think time and decreased participation. In several classes, when teachers asked questions, several students would respond at the same time. This made it hard for teachers to Check for Understanding effectively and students were unable to hear their peers' responses. (Latiker, DuBose, Dilworth)
	 During independent work time, teachers rarely circulated and did not use purposeful monitoring (with exemplar in hand) to support with actionable feedback and intentional questioning/discussion. This resulted in low rigor on student work products. In classrooms observed, several teachers were predominantly seen standing by teacher desks, the board, or by their computers. Teachers were not circulating to provide support, especially for students with IEPs. (Ball, Latiker, Surney, Bates, Camara) Teachers did not have or use exemplars effectively during instructional time. In many lesson plans/preparation documents, exemplars were not created. In one classroom, feedback was given through the chat function (private messages) and was used to keep students "on-task" versus providing feedback on their work. (Bates) Student responses contained errors in punctuation, spelling, and syntax. Feedback was not provided to support students improving/refining the quality of their work. (Ball)

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III. Quick Hits

Claim & Impact	Where We Saw This/Evidence	
Transitional Moments	 Where We Saw This/Evidence During transitional moments, teachers did not stand at the threshold of their classrooms. This resulted in loss of learning time as transitions were inefficient. Moments of relationship building and connection were lost because students were not greeted at the door and hallways were not supervised to support efficient transitions into class. In most whole school transitional moments observed, teachers were not present at doorways to greet students into class and monitor hallway behavior. Several teachers were seen at their desks during instructional and transitional times. Teachers who attempted to use threshold were oftentimes "out of position", which caused them to not effectively monitor both the hallways and the inside of their classroom. 	

IV. Next Steps/Action Planning

Priority/Focus	Action Item



January 20, 2022

Dear Mrs. Murphy, Mrs. Skibinski, Mr. Teasley, and the Early College Team,

Thank you for hosting the Center of Excellence in Leadership of Learning's (CELL) team on December 13, 2021, for the site visit to assess the 21st Century High School's implementation of the Early College (EC) model. We appreciate the care and consideration given to planning the visit that allowed us to speak with essential stakeholders and learn more about your outstanding program. We truly enjoyed meeting with your staff, students, and parents and experiencing the wonderful hospitality you provided our team.

Thus, I am pleased to inform you that 21st Century Charter High School receives designation as an endorsed Early College High School. CELL applauds you for implementing the Early College Core Principles with fidelity and enthusiasm, which has created a strong foundation for a sustainable, impactful Early College program.

Below you will find a chart of the core principles in which I identify the strengths of your program and share recommendations and items for follow-up. I hope you find this information affirming and useful.

CORE PRINCIPLE	STRENGTHS	OBSERVATIONS & RECOMMENDATIONS
Targeted student population	 Use of test scores to place students in the EC Pathway An extensive application is employed once the Knowledge Assessment benchmarks are attained MOU's contain language that allows parents to access student record info at the higher ed institution A majority-minority school with over 93% Black/African American population 	 21C has a marketing plan that promotes higher education opportunities for all students. The student population is, indeed, underserved, and the leadership provides numerous opportunities for families to become involved in their students' education. 21C has not faltered in offering additional strategies to accelerate learning due to learning loss from the pandemic. Continue to explore ways to reach out to all populations in

		your community and nearby areas.
Curriculum & Plan of Study	 Knowledge Assessment given on Ivy Tech's campus for all students Opportunities for students to earn the ICC, Associate Degrees or Certificates/Technical Certificate in the CTE area. DC courses available through three different higher ed partners Use of EdReady to demonstrate mastery of skills needed for dual credit enrollment Significant commitment from three HE partners to make a plethora of courses available to degree-seeking students. Numerous supports are in place to assist students to qualify for dual enrollment options. Strong college and career support counselors in place 	 Your top-achieving students are earning degrees that will be transformational in their lives. In order to continue to strive toward increasing the numbers of students who complete a credential, you should consider focusing on students earning the Indiana College Core. Please use the name "Indiana College Core" rather than the 1-year degree since it is not a degree. Explore the possibility of becoming an ICC delivery site with your main HE partner, i.e. Ivy Tech Lake Co. this would ensure that their primary HE partner is helping you with intentional dual enrollment options. Consider offering Associate Degrees that are a part of a TSAP or other Ivy Tech articulation agreement. Continue to build on your summer bridge program to increase the number of scholars who can benefit from dual credit and even the ICC. Take advantage of the CHE/DOE Summer Bridge program to help students who have not yet earned the ICC complete their ICC. Consider hiring a few credentialed teachers to teach the students who are "less ready" to be on a college

		campus. This could also help in the area of world language credit acquisition for the Academic Honors Diploma.
College- going Culture	 Intentional design of space in the building that promotes a college feeling like being on a campus Moving the 11th and 12th graders to their own building-South Campus Close proximity to the 7-10th grade building for teacher collaboration. Campus visits are provided for students to attend. "Creative-Learning College Symposium at Ivy Tech Effective use of 21C alums to provide testimony of the value of early college and dual credits. Hallway banners/signage recognizing student HE achievement. 	 21C is to be commended for the smorgasbord of choices for college visits funded by the school. It is prudent to set goals for the number per grade level of students who will attend a college visit each year. For those who have not yet qualified for college courses, the campus visit could be the motivator that helps them get serious about their academic work. In preparing for post-COVID times, we recommend that you set a minimum of ONE college/post-secondary ed field trip for each year of high school for all students in that grade level to attend. In other words, a four-year plan for field trips. Consider developing a process where all scholars are exposed to the cost of post-secondary at public, HBCU's and private institutions. Once you have more scholars completing a technical certificate or degree, be sure to include them in your alumni presentations.

Rigorous Instruction	 For use with the in-house instructors, PD utilization of programs like the TAP Program, Uncommon Scholars, and Teach Like a Champion Master and mentor teachers provide additional support for teachers to deliver instruction at a high level. Agile Minds for math College Board's Springboard product aligned with state standards ELA and MATH Directors providing support for curriculum alignment 	 21C is well-equipped with various high-quality professional development experiences for teachers. You are commended for continuing with the TAP program which is an outstanding and proven PD system. During PLC time with staff, please give consideration to the following: Continue to seek out ways to increase the rigor in 9th and 10th-grade core classes to prepare students for post-secondary studies. Explore ways to help high school teachers review college course syllabi so they understand the level of work expected from students in specific classes. Consider creating a unit in 9th/10th-grade classes on how to use a syllabus - the importance of following it etc.
Supports for Student Success	 Summer Institute HE partners offer student orientation for students Identified point of contact at each HE institution. Week-long writer's workshop with an adjunct A plethora of various types of tutors Summer bridge for 8th graders Counselors who are skilled in building relationships K-12 communication on the value of EC 	Although the governing board has set specific targets to increase the number of credits earned by 21C Scholars, it is equally as important that regular and definitive supports to guide students toward credential completion are put in place. The number of credits earned does not guarantee credential/degree completion and can sometimes create long-term financial aid problems if too many intentional dual credits have been earned. Please consider the following: • Set goals to increase the number of students from your lower-achieving ranks who can

	 Parent satisfaction with communication received regarding EC and dual credit Shuttle bus transportation among campuses. 	 truly become college-ready and perhaps, earn some dual credits. Make sure lower-achieving students are seeking out tutoring opportunities that are available to them. Implement additional outreach to families to encourage recent graduates to continue to build upon the credentials they have earned. Additional considerations on supports include the following: Review your strategies for helping scholars meet the GPA requirement at IUN and PNW to access their courses. Formalize the process used with students to determine which courses will be taken at which of the three HE partners.
Collaboration and Partnerships	 Strong partnerships exist with three HE partners. Monthly meetings with area HE presidents Solid relationships with community partners such as the Urban League, Bloom Project, and A Seat at the Table. Several ongoing conversations to increase wraparound services and other resources 	 21C is commended for creating collaborative relationships with three HE partners. The primary focus of these collaborations is providing tangible resources for the schools. Students expressed the desire for internships and work-based learning opportunities which need to be developed and expanded. Strive to set this as a goal. MOU's were mentioned but it was unclear as to the content of the MOU. There was mention of a reduced tuition rate at IUN. 21C needs to develop an overall MOU with each of the

Leadership & Staffing	 Utilization of HE partners to provide the dual enrollment courses gives stability in assuring the yearly offerings for the ICC and the ASD's. Strong guidance and support from the central office. Specific metrics utilized for the evaluation of the principal Well-articulated staffing plan Exchange of information with the HE's regarding student success rate and student perception of on-campus classes. Uncommon schools site visits 7-10 grade configuration to promote curriculum articulation and focus on the transition to the newly-opened South Campus 	 three HE partners to formalize expectations from the HE's and from 21C. The 21 Century School Leadership Team of administrative leaders is deeply involved in the overall success of the program. To maximize teacher input in the overall program, add 21C teachers to the SLT to elevate teacher voice. Consider conducting regular meetings with the partner reps and the 21C SLT. As mentioned earlier, consider hiring 2-3 credentialed dual credit teachers to offer dual credit classes on the 21C campus. Maximize opportunities for grades 9 and 10 teachers to interact with on-campus instructions for vertical articulation purposes.
Data	Use of Knowledge	Data collection related to early college
Collection, Analysis & Use	 Assessment and related tools to increase ELA and math skills Program data collection to plan for retakes and adjust scope and sequence Weekly meetings between the principal and the CAO to focus on formative and summative data 	 programming differs from other measures used to monitor high school academic progress. Consideration should be given to the following: Formalize the process of using formative grades to initiate conversations with scholars on the need for immediate improvement. Utilize data from the ICHE College Readiness Scorecard

<u>Next Steps</u>

CELL is very proud of your achieving Endorsed Early College High School status! We will be publicizing and celebrating this news on our website and via other communications. In fact, we would like to recognize you and your school's accomplishments at an Early College Endorsement Celebration this summer, hopefully, in person on June 20th, 1:30-3:30 in Schwitzer Student Center on the UIndy campus. As soon as we have more details, we will share those with you.

As an Endorsed Early College High School, 21st Century Charter School of Gary will serve as an exemplar for other schools implementing Early College throughout the state. CELL may invite you to present your success and insights to other educators in our network at future EC Network Meetings, the Collective Meetings, and/or New Schools Workshop training sessions.

The Indiana Commission of Higher Education (ICHE) has asked that CELL continue to ensure Early College High Schools are implementing the eight Early College Core Principles with fidelity and rigor. Therefore, CELL will ask the 21st Century Charter School of Gary to participate in both yearly data updates beginning in the fall of 2022 and complete the full re-endorsement process in 2024-2025.

• Share data on the graduating seniors from your Early College program. Through an agreement with the ICHE, CELL can now assist in tracking your Early College students who enroll in Indiana public institutions of higher education. This will benefit your school and district by allowing you to know the impact of your program. It will also help the state in its efforts to gauge student success, retention, and completion at the college level for Early College students. In addition, this data will help CELL build a database of information to use in advocating for our Early College schools. CELL will send you the data layout needed to collect this data on an annual basis. Most of this information will come from the IDOE GR, completed annually by each high school in September.

• Attend at least two CELL events per school year- one Network Meeting and one Collective Meeting. CELL offers two to three Early College Network meetings per year plus topic-specific workshops. As Network members, we all grow by learning from one another so we encourage you to continue participating in CELL Early College activities and events.

As with all educational initiatives, continuous improvement will be necessary to ensure the future success and sustainability of your program. As such, CELL requests that you provide a report by June 30, 2024 regarding the progress you have made on the recommendations contained in this letter. Please know that CELL will continue to be available as a resource for you and your staff.

Congratulations on this outstanding accomplishment. We look forward to continuing our work with you and have high expectations that the 21st Century Early College will only continue to flourish and excel.

Best regards,

Sandy Hillman

Sandy Hillman Director of Early College Center for Excellence in Leadership of Learning

cc. CELL Endorsement Team – Tari Lambert, Tracy Butler, Laura Tucker





Teacher and School Leader Grant Wednesday, March 31, 2021 12:00 pm – 1:00 pm ET Join Zoom Meeting https://us06web.zoom.us/j/82555293343?pwd=ZHNiZzkxS3ZDMEdicTBCYWsyaWZUdz09 Meeting ID: 825 5529 3343 Passcode: 831543 One tap mobile +19292056099,,82555293343# US (New York)

Goals of Meeting: Overview of TSL grant requirements, GEO budget, data needs, and current GEO initiatives.

Attendees:

GEO Foundation	Kevin Teasley, Dana Teasley, LeeAnn Koekenberg, Wendy Skibinski, Sandra Squire
NIET	Josh Barnett, Jen Oliver, Tanee Hudgens, Payton Parker

Agenda:

12:00 – 12:05 pm	Welcome and (re)introductions
12:05 – 12:20 pm	GEO Foundation current initiatives; current practices
12:20 – 12:50 pm	NIET TSL Grant Overview
12:50 – 12:55 pm	Closing and Next Steps



The Indiana Statewide Collaborative to Advance Educator Effectiveness and Equity **Teacher and School Leader (TSL) Incentive Program Programmatic Overview**

Overview of Grant:

- This \$47 Million Federal Grant to Strengthen Educator Effectiveness and Student Learning in Indiana will support the implementation of the TAP System for Teacher and Student Advancement across the districts' combined 32 K-12 schools, serving more than 25,000 students, 1,500 teachers, and 80 school leaders.
- The NIET TAP System is a comprehensive results-oriented model of educator development and evaluation with proven impacts on schools, teachers, and students.
- TAP helps build educators' effectiveness and enables schools to develop teachers as instructional leaders, plan weekly professional learning tailored to individual needs of teachers and students, and create a shared vision for improving teacher practice and student achievement, and implement strategic compensation systems.

NIET Expectations:

- Onsite School Developmental Visits and Technical Assistance: NIET will provide onsite, school-0 based support in the form of observation, coaching, co-planning, consultation, and technical assistance to schools. Approximately six days per month will be provided by a Senior Program Specialist across the district.
- Onsite District Development Visits and Technical Assistance: NIET will provide onsite, district level support to district leaders to strengthen their understanding of grant activities. NIET will provide partners with a long range plan for monitoring grant activities and planning for sustainability after the grant ends.
- Training Support (as needed): 0
 - NIET will provide 8 days of Core Training for school leadership teams and district leaders.
 - NIET will provide Educator Effectiveness Trainings based on specific district/school needs.
 - NIET will provide training for school leadership teams and district leaders at the NIET National Conference and the NIET Summer Institute.
- Access to the EE PASS Portal (The NIET interactive web-based tool) which includes an extensive content/document library.
- Access to NIET's Human Capital Management System for managing teacher evaluation data, and creating reports to guide the work of the district and school.
- Providing funding for Teacher Leader Positions.
 - Master Teacher salary, augmentation, & fringe
 - Mentor Teacher augmentation
 - Substitute days
- Provide funding and support for Performance-based Compensation
 - Provide compensation pools for teachers, principals, and assistant principals.



District Partner Expectations:

- Implement Human Capital Management System (Performance-Based Compensation)
- Provide support for ongoing Professional Development 0
 - Restructure school schedules to allow for professional development during the school day.
 - Prepare for Human Capital Management System (Performance-Based Compensation.)
 - Access and utilize EE PASS as part of ongoing professional development for teachers, principals and district leaders.
- Evaluation, Calculating Student Growth and School Level Enhancements 0
 - Establish and convene a Compensation Committee to provide recommendations to the district regarding the compensation for teachers, principals, and assistant principals.
 - Assist in providing NIET with School-wide and Teacher-Level Student Growth Scores.
 - Integrate the Evaluation System (rubric and process) into HCMS policies.
 - Participate in School Review.
 - Participate in University partnership symposiums.
- **Teachers and Principals** Ο
 - Schools will provide ongoing applied professional growth activities to teachers.
 - Districts ensure that evaluators are trained, certified and recertified annually.
 - Ensure that all teachers receive a minimum of three full classroom evaluations/post conference sessions.
 - Ensure that effective teachers and principals in participating schools have the opportunity to earn additional compensation based on performance.
 - District staff and NIET provide professional development for principals.
 - District ensures that principal evaluators are trained and certified.
 - Principals receive a minimum of two observation evaluations.
- Sustainability: 0
 - Develop a programmatic and financial plan for sustaining and expanding beyond the grant.
 - Dedicate one person as a primary point of contact for NIET.

NIET NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

Evaluation Overview

Purpose

Recipients of multi-year discretionary grants are required to submit an interim performance report (IPR) and an annual performance report (APR) for each year funding has been approved. The Department of Education reviews these reports to determine whether substantial progress has been made during the performance reporting period. This reporting allows for:

- 1. an analysis of the evidence regarding whether the project is achieving its objectives and goals, and
- 2. the collection of feedback for continuous improvement in the implementation and operation of TAP.

Some of the key items the Department of Education specifically requires we report include:

- Implementation: implementation updates regarding the educator evaluation and support system
- Educator effectiveness: effectiveness of teachers and administrators
- <u>Retention</u>: retention rates of teachers and administrators
- <u>Performance-based compensation</u>: the percentage of educators who earn performance-based compensation; performance-based compensation amounts, etc.
- <u>Human capital decisions</u>: how participating districts use the selected educator evaluation and support system to inform human capital decisions (e.g., recruitment; hiring; placement; retention; dismissal)
- <u>Student outcomes</u>: performance and achievement of students in participating districts
- <u>Equitable access to effective educators</u>: plans/activities to promote equitable access to effective educators for students of all backgrounds across and within schools and districts
- <u>Sustainability</u>: programmatic sustainability planning activities

In order to complete this reporting, NIET and partner districts will need to work collaboratively to collect data.

Data Needs

In order to meet reporting requirements, the following information will be needed annually:

- Rosters of educators (e.g., name, role)
- Teacher effectiveness data (e.g., observation scores)
- Administrator effectiveness data
- TAP Leadership Team Observation Rubric scores
- TAP School Review scores
- Performance-based compensation awards
- District Expectations

In order to facilitate the collection of necessary data, district partners are expected to:

- Identify a contact person to coordinate data needs/requests
- Maintain accurate and up-to-date records in EE PASS (e.g., educator names, roles, status (active/inactive))
- Provide NIET with data (e.g., student-, teacher-, school-, and district-level data) in a timely manner upon request

NIET Evaluation Point of Contact

Tanée M. Hudgens, Ph.D. Director of Research thudgens@niet.org

- Student-level data (e.g., ILEARN results, demographics)
- NIET Partner Survey data
- Interviews and focus groups with educators
- Sustainability planning activities
- District administrative data (e.g., process for making human capital decisions)



GEO Foundation

Teacher and School Leader (TSL) Incentive Program

Programmatic Requirement 2: Matching

Under Section 2212(f) of the ESEA, grantees are required to provide, from non-Federal sources, an amount equal to 50 percent of the amount of the grant, which may be provided in cash or in kind, to carry out the activities supported by the grant.

NIET is committed and able to meet this requirement of the TSL grant (see below). GEO Foundation will be responsible for the amount of in-kind match listed below.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
TSL Grant Funds	N/A	N/A	\$656,400	\$656,400	\$656,400	\$1,969,200
Non-Federal Match	N/A	N/A	\$297,813	\$297,813	\$297,813	\$893,439

Authorized Representative Signature

Authorized Representative Name

Authorized Representative Title

Date

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ATTACHMENT 9

Exhibit D

Statement of Assurances

The charter school agrees to comply with all of the following provisions: (Read and check)
1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of Indiana Code ("IC") § 20-24.
3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board ("ICSB") and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
4. Recipients will comply with all relevant federal laws including, but not limited to, the <i>Age Discrimination in Employment Act</i> of 1975, Title VI of the <i>Civil Rights Act</i> of 1964, Title IX of the <i>Education Amendments of 1972</i> , section 504 of the <i>Rehabilitation Act</i> of 1973, Part B of the <i>Individuals with Disabilities Education Act</i> , and section 427 of the <i>General Education Provision Act</i> .
 5. Recipients receiving federal Charter School Program Grant funds will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the <i>Individuals with Disabilities Education Act</i> , will follow the student, in accordance with applicable federal and state law.
7. Recipients will comply with all provisions of the <i>Elementary and Secondary Education Act of 1965,</i> <i>as amended by the Every Student Succeeds Act of 2015</i> , including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act and assessments.
8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.

9. Recipients will at all times maintain all ne	ecessary and appropriate insurance coverage.
corporations providing funds to the chart agents and employees, and any successors	mless the ICSB, the State of Indiana, all school ter school (if applicable), and their officers, directors, s and assigns from any and all liability, cause of action, ting to the charter school or its operation.
i	hay revoke the charter if the ICSB deems that the lls, fiscal management, or legal and operational
Signature from Authorized Repres	sentative of the Charter School Applicant
I the undersioned are an authomized are	
	ntative of the charter school applicant and do hereby application is accurate and true to the best of my y certify to the assurances contained above.
certify that the information submitted in this	application is accurate and true to the best of my

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ATTACHMENT 11: BUDGET NARRATIVE

The 21st Century Charter School at Gary budget is conservatively designed to balance revenues and expenses in a way that provides resources for success in a sustainable manner.

To meet that goal, the School begins by basing all of its planned expenditures on foreseeable federal and state funding. The school does not rely on any outside, or variable funding such as third-party grants, donations, or other gifts. That said, the School does seek out opportunities to enrich programming should these outside opportunities become available; however, the goal is to achieve academic success based on expected federal and state funding.

21st Century Charter School at Gary has been in operation since 2005 and has never experienced a budget shortfall in that time. Instead, consistent demand from parents and students during the School's lifetime has contributed to constant growth in revenues, facilities, and programming. Indeed, at this time, the School has nearly 60 days Cash on Hand for expenses.

To achieve this financial success, the financial management team, in cooperation with Board and academic leadership, reviews all funding streams for the upcoming year, including (but not limited to) Title I, IDEA, Food Lunch program, state per-pupil-revenues, and other state sources. The team then works with School leadership to understand expected enrollment and academic needs for the year. Planned expenditures are then allocated against each grant's allocation and expenditure guidelines, and general funds are used to support operational and academic needs.

The 5-Year Proforma, as submitted, was designed with this process in mind. It anticipates the growthrate of expense costs will most likely be faster than the growth-rate of the revenues coming in. Further, it does not take into account any ESSER funding, given that that funding stream will be only impactful for one more year.

The School has never had any financial compliance issues concerns expressed by the current Authorizer.

Re: Change in Authorizer

Garwood, Jamie <jgarwood@bsu.edu>

Thu 3/24/2022 4:49 PM

To: Kevin Teasley <Kteasley@geoacademies.org>

Cc: Dana Teasley <dTeasley@geoacademies.org>;Arlene Colvin <acolvin@gary.gov>;Betley, James R (ICSB) <JBetley@icsb.in.gov>

[EXTERNAL] Received from outside the organization. Do not click links or download attachments from unknown senders!

Kevin and Arlene,

Please provide me with the minutes from the meeting

A few things I want to note. First, our administrative fee includes paying for audits, something 21C has not utilized in the past, adding an additional and unnecessary expense to the school. This will not be covered in the administrative fee with ICSB. Secondly, Ball State has been discussing changes to our administrative fee structure, and we've already reduced the fee for schools renewed for 7 years. Your assumption that ours is fixed forever at 3% or that ICSB's will always be .75% is probably wrong.

Finally, you write this is as though a change in authorizer is guaranteed, and that should never be assumed. As of now, 21C remains authorized by BSU and we will continue to expect compliance with the renewal conditions and the recent complaint.

We have also requested to present our renewal findings at an upcoming board meeting, to be held at a time when teachers and parents can attend. We are scheduling these meetings in April and May for renewed schools. Please let me know when we can attend an upcoming board meeting.

Sincerely, Jamie

Dr. Jamie Garwood, MPA, Ph.D Director, Office of Charter Schools Ball State University Teacher's College, TC912 Muncie, IN 47305 Direct Line: 765.285.1347 Cell Phone: 260.414.6378 Fax: 765.285.9873 jgarwood@bsu.edu

From: Kevin Teasley <Kteasley@geoacademies.org> Date: Monday, March 21, 2022 at 10:44 AM

To: Garwood, Jamie <jgarwood@bsu.edu>

Cc: Dana Teasley <dTeasley@geoacademies.org>, Arlene Colvin <acolvin@gary.gov>, Betley, James R (ICSB) <JBetley@icsb.in.gov> **Subject:** Change in Authorizer

Jamie,

I'm writing to share that during last week's 21st Century Charter School Board meeting, the members discussed the Ball State charter renewal that was issued Feb. 28, 2022. The Board very much appreciates the renewal decision and has enjoyed the relationship with Ball State since our founding in 2005. However, as part of the board's renewal discussion, members asked for details on administration fees charged by Ball State and how this impacts the school's budget. As you know, Ball State charges a 3% admin fee. This equates to more than \$300,000 per year and will increase as we grow our enrollment over the next five years. The Board then asked what the Indiana Charter School Board charges. As you know, the Indiana Charter School Board charges .75% admin fees and that will be less than \$100,000 per year for the next five years. The quick math is that over the next five years, 21st Century Charter School will save more than \$1 million by switching authorizers from Ball State to the Indiana Charter School Board (if approved). As such, the Board voted to submit a "change in authorizer" application to the Indiana Charter School Board.

The application to "change authorizer" is due to the Indiana Charter School Board March 28. The application requires 21st Century Charter School to inform our current authorizer of our intent to submit this application. It also requires written acknowledgement from our current authorizer that we intend to do so. Can you please provide that to James Betley, executive director of the Indiana Charter School Board?

I do want to thank you for all Ball State has done over the past 17 years to support our success in Gary.

Kevin Teasley President/Founder/Superintendent GEO Foundation and GEO Academies 3145 N. Meridian St. Indianapolis, IN 46208 317-694-9985



GEO has served families since 1998. We help families get as much education choice as they can out of the K12 tax dollar. That's why many of our students earn full career certifications, associate degrees, and even a bachelor's degree, before graduating from our schools. Join us. You will be glad you did.