



INDIANA STATE BOARD OF EDUCATION

BEFORE THE INDIANA STATE BOARD OF EDUCATION

PROPOSED DETERMINATION

In Re the Matter of:

Average Daily Membership (“ADM”) Adjustment for Indiana Virtual School and Indiana Virtual Pathways Academy (collectively referred to herein as “Organizers” or “Charter Schools”).

Pursuant to IC 20-43-3-7 and IC 20-43-4-2.

RECOMMENDATION: As a result of the findings set forth in the State Board of Accounts’ (“SBOA”) affidavit and the Daleville Community Schools (hereinafter referred to as “DCS” or “Authorizer”) Revocation Recommendation, the Indiana State Board of Education (“Board”) should 1) adjust Charter Schools’ ADM, 2) direct the appropriate entities to recover any overpayment of funds distributed to Authorizer and Charter Schools, and 3) request that the Indiana Department of Education (“Department”) engage in enhanced monitoring procedures of the Charter Schools.

COMBINED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PROPOSED DETERMINATION

I. Basis for Agency Action.

The Board’s authority to review and adjust school ADM data stems from IC 20-43-4-2, which states in relevant part:

(a) A school corporation's ADM is the number of eligible pupils enrolled in:

- (1) the school corporation; or
- (2) a transferee corporation;

on the day fixed in September by the state board for a count of students under section 3 of this chapter and as subsequently adjusted not later than the date specified under the rules adopted by the state board. **The state board may adjust the school's count of eligible pupils if the state board determines that the count is unrepresentative of the school corporation's enrollment.**

Thus, based on the above referenced statute, the Board has the authority to review and adjust a school’s ADM count if the Board determines that the count is not accurate. Moreover, the statute does not limit the materials the Board may consider when making such a determination.

II. Introduction and Combined Findings of Fact and Conclusions of Law.

State Board of Accounts

The SBOA is dedicated to providing the citizens of the State of Indiana with complete confidence in the integrity and financial accountability of state and local government. Furthermore, per IC 5-11-1-9, SBOA audits and examines the accounts of Indiana government entities, including public school corporations and charter schools, and non-profit entities that receive public funds. SBOA is currently in the process of performing an audit of the Charter Schools.¹ The audit period for the examinations is July 1, 2016 through June 30, 2018. However, pursuant to professional auditing standards, SBOA is performing other audit procedures as appropriate with respect to the period after the financial statements beginning and ending dates for the purpose of ascertaining the occurrence of subsequent events that may require adjustment or disclosure essential to a fair presentation of the financial statements.² Although the SBOA audit is ongoing, the audit is sufficiently developed for SBOA to affirm that “both entities have substantially misreported their ADM to the State of Indiana.”³

Authorizer

In order to operate a charter school, an organizer⁴ must enter into a charter agreement⁵ with an authorizer. Authorizers are responsible for employing procedures, practices, and criteria consistent with nationally recognized principles and standards for quality charter authorizing.⁶ Additionally, authorizers are tasked with ensuring organizers comply with applicable federal and state laws, as well as the charter agreement.⁷ In its capacity as a charter school authorizer, DCS has entered into charter agreements with the Organizers⁸ to operate Indiana Virtual School and Indiana Virtual Pathways Academy as Indiana public charter schools.⁹ The original charter agreement between the Authorizer and Indiana Virtual School was entered into in 2011, and was renewed in 2015. The charter agreement between the Authorizer and Indiana Virtual Pathways Academy was entered into in 2017. Pursuant to IC 20-24-1-4 and IC 20-31-4-1.1, the Charter Schools operate as State Accredited public schools, serving grades 6-12 (Indiana Virtual School) and 9-12 (Indiana Virtual Pathways Academy).

¹ See SBOA Affidavit, attached as Exhibit 1.

² SBOA Affidavit, paragraph 6.

³ SBOA Affidavit, paragraph 28.

⁴ IC 20-24-1-7.

⁵ IC 20-24-1-3.

⁶ IC 20-24-2.2-1.5; IC 20-24-3-4.5.

⁷ IC 20-24-8-3

Sec. 3. For each charter school established under this article, the charter school and the organizer are **accountable to the authorizer** for ensuring compliance with:

- (1) applicable federal and state laws;
- (2) the charter; and
- (3) the Constitution of the State of Indiana.

IC 20-24-9-3

Sec. 3. The **authorizer** shall oversee a charter school's compliance with:

- (1) the charter; and
- (2) all applicable laws.

⁸ IC 20-24-1-7.

⁹ IC 20-24-1-4 (defining charter schools as a “public elementary school or secondary school”).

In its capacity as an authorizer, DCS has conducted a review of the Charter Schools' adherence to applicable state and federal laws in accordance with IC 20-24, resulting in a charter revocation recommendation for both schools (Authorizer findings hereinafter referred to collectively as "Revocation Recommendations").¹⁰ Although the Charter Schools had the opportunity to provide a formal response to the Authorizer's findings, it does not appear that any response was submitted by the deadlines established by the Authorizer. Instead, the Organizers and Authorizer have approved a Closure Agreement¹¹ to voluntarily close both schools (Indiana Virtual School before the 2019-20 school year; Indiana Virtual Pathways Academy after the completion of the 2019-20 school year). The Revocation Recommendations identified numerous areas of concern regarding the Organizers' conduct and failure to adhere to applicable law.

A. Charter Schools' ADM Adjustment.

Based on a review conducted by the SBOA and the Superintendent of Daleville Community Schools, it was determined that during the 2016-17,¹² 2017-18, and 2018-19 school years, Charter Schools failed to properly report the number of eligible pupils enrolled and attending the schools. As a result of these deficiencies, the Board may adjust the schools' current ADM, per IC 20-43-4-2, to account for the data irregularities. Per that statute, the "board may adjust the school's count of eligible pupils if the state board determines that the count is unrepresentative of the school corporation's enrollment." If the Board approves the ADM adjustment, future disbursement of funds to Charter Schools will be dictated by IC 20-43-3-7, which explains that if a school's ADM is adjusted "the department [of education] shall adjust subsequent distributions to the school corporation that are affected by the adjusted count, on the schedule determined by the department, to reflect the differences between the distribution that the school corporation received and the distribution that the school corporation would have received if the adjusted count had been used."

i. Defining Enrolled and Attending.

Currently, "State Tuition Support" is governed by IC 20-43. Pursuant to the definitions contained in IC 20-43-1, the term "enrolled" means to be "(1) registered with a school corporation to attend educational programs offered by or through the school corporation; and (2) **attending** these educational programs or receiving educational services."¹³ Furthermore, "[a]**ttending**' means physical or virtual presence of a student with the expectation of continued services in the

¹⁰ See Revocation Recommendation Notices for Charter Schools, attached as Exhibits 2 and 3.

¹¹ Attached as Exhibit 4, page 5, states in relevant part:

DCS agrees and acknowledges that by entering into this Resolution Agreement it is waiving the requirement in Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement for a written response to the Revocation Notices by the Charter Schools and that the Charter Schools shall not be required to provide a written response to the Revocation Notices. The Charter Schools agree and acknowledge that DCS provided the Charter Schools with an opportunity to submit documents and give testimony in support of the continuation of the charter schools at a proceeding held for that purpose and that by entering into this Resolution Agreement, the Charter Schools are knowingly waiving their right to such a proceeding in relation to the Revocation Notices.

¹² Indiana Virtual Pathways Academy did not exist during the 2016-17 school year, and had no students enrolled.

¹³ IC 20-43-1-11.5 (emphasis added).

education programs for which the student is registered.”¹⁴ Thus, in order for a student to be deemed “enrolled” within a school corporation, the student must register and have a physical/virtual presence in the school corporation.

When calculating a school’s ADM, which is incorporated into a school corporation’s state tuition support calculation, only “eligible pupils” may be included in the ADM. In order to be considered an “eligible pupil,” the student must be enrolled in the school corporation.¹⁵ Although Article 43 links student enrollment to both registration and physical presence in order for the student to be eligible to for purposes of calculating a school corporation’s ADM, the school corporation will retain the tuition support funds associated with that student even if the student fails to continue to attend after the ADM count date. However, if the student fails to physically attend the subsequent school year(s), the student no longer satisfies the legal definition of “enrolled” for purposes of calculating ADM. Instead, it is likely that such a student would be considered a dropout unless they transferred to another school corporation.¹⁶

It is important to note that if a student fails to continue attending after the ADM count date, the student is still subject to the state’s Compulsory School Attendance requirements found in IC 20-33-2. Further, this chapter of the Indiana Code imposes a number of legal requirements on the school corporation as well to engage in efforts to locate such a student and enforce the state’s attendance laws.

The analysis for determining whether a student is eligible for inclusion in an ADM count is similar for both brick-and-mortar and virtual education schools. Indeed, the definition of “attending” contained in the “State Tuition Support” Article includes a “virtual presence” requirement in order for the student to be deemed “enrolled” within the virtual school. Although “virtual presence” is not defined, IC 20-24-7-13 provides guidance. Specifically, IC 20-24-7-13(h) states:

(h) A virtual charter school shall adopt a student engagement policy. A student who regularly fails to participate in courses may be withdrawn from enrollment under

¹⁴ IC 20-43-1-7.5 (emphasis added).

¹⁵ IC 20-43-4-1 Determination; eligible pupils

(a) An individual is an eligible pupil if the individual is a pupil **enrolled** in a school corporation[.]

IC 20-43-4-2 Determination of ADM; adjustments; estimates

(a) A school corporation's ADM is the number of eligible pupils **enrolled** in:

(1) the school corporation; or
(2) a transferee corporation;

on the day fixed in September by the state board for a count of students under section 3 of this chapter and as subsequently adjusted not later than the date specified under the rules adopted by the state board...

¹⁶ 511 Ind. Admin. Code 6.1-1-2(h)

(h) “Dropout” means a student who:

(1) was enrolled in school during the current school year or the previous summer recess;
(2) left the educational system during the current school year or the previous summer recess;
(3) has not graduated from high school; and
(4) does not meet any of the following exclusionary conditions:

(A) Death.

(B) Temporary absence due to suspension or a school excused absence.

(C) Transfer to a public or nonpublic school.

policies adopted by the virtual charter school. The policies adopted by the virtual charter school must ensure that:

- (1) adequate notice of the withdrawal is provided to the parent and the student; and
- (2) an opportunity is provided, before the withdrawal of the student by the virtual charter school, for the student or the parent to demonstrate that failure to participate in the course is due to an event that would be considered an excused absence under IC 20-33-2.

Therefore, “virtual presence” refers to the regular participation of a student by virtual means.

ii. **Basis for ADM Adjustment.**

SBOA Findings

Based on the statutory definitions of enrollment and attendance outlined in the preceding section, the SBOA has determined that the ADM data for Charter Schools was “substantially misreported.” As a result of these findings, the Board should adjust Charter Schools’ ADM for the 2016-17, 2017-18, and 2018-19 school years.¹⁷ Adjusting the ADM for all three years will reduce the amount of future funds distributed to the Organizers, as well as provide a basis for the Department to recover funds from the Organizers/Authorizer for all three years.¹⁸

Based on the examination and investigation procedures SBOA field examiners have performed related to Charter Schools, the State’s State Examiner—Paul Joyce, has determined that both entities have “substantially misreported” ADM data to the State of Indiana.¹⁹ SBOA “has conducted detailed audit tests and procedures on one-hundred (100) student profiles to date, based on risk-based prioritization factors. More than sixty profiles have shown irregularities in attendance or ADM reporting that required further audit procedures. It has been conclusively determined that thirty students were misreported based on applicable standards for what is considered to be ‘enrolled,’ ‘attending,’ and an ‘eligible pupil.’”²⁰

As a result of the SBOA’s examination and investigation related to the Charter Schools, and information reviewed by the State Examiner, it has been determined that the schools reported at least two times as many students as should have been reported based on their student engagement policies and applicable statutory standards. The SBOA examination is ongoing, and it will issue a public report as soon as possible to detail findings regarding non-compliance with law or uniform compliance guidelines.²¹

Therefore, it is recommended that the Board adjust Charter Schools’ ADM by at least 50% for the 2016-17, 2017-18, and 2018-19 school years.²²

¹⁷ SBOA Affidavit, paragraph 33.

¹⁸ Recovery of funds is governed by IC 20-39-2-1, which is discussed in a subsequent section of this Proposed Determination.

¹⁹ SBOA Affidavit, Paragraph 28.

²⁰ SBOA Affidavit, Paragraph 30.

²¹ SBOA Affidavit, paragraph 33.

²² SBOA Affidavit, paragraph 33.

Authorizer Findings

Similarly, the Authorizer’s independent review of Charter Schools’ data led to the conclusion that the schools were failing to provide student education based on a review and analysis of data reports uploaded and certified to the Department. This data demonstrated a number of enrolled students were not included in the course completion report and that many who were included were not assigned any courses.²³ The following charts, provided by the Authorizer, summarize the credits earned and participation rates of the Charter Schools full-year students during the 2016-17 and 2017-18 school years.

Indiana Virtual School: 2372 full-year students reported by Organizer for 2016-17

| | |
|---------------|--|
| 740 students | No course assignments reported for semester 1 |
| 895 students | 1-4 course assignments reported for semester 1 |
| 737 students | 5 or more course assignments reported for semester 1 |
| 2372 students | Zero credits earned reported for semester 1 |
| 0 students | 5 or more credits earned reported for semester 1 |
| | |
| 1048 students | No course assignments reported for semester 2 |
| 598 students | 1-4 course assignments reported for semester 2 |
| 726 students | 5 or more course assignments reported for semester 2 |
| 2034 students | Zero credits earned reported for semester 2 |
| 144 students | 5 or more credits earned reported for semester 2 |
| | |
| 499 students | No course assignments reported all year |

Indiana Virtual School: 851 full-year students reported by Organizer for 2017-18

| | |
|--------------|--|
| 417 students | No course assignments reported for semester 1 |
| 118 students | 1-4 course assignments reported for semester 1 |
| 316 students | 5 or more course assignments reported for semester 1 |
| 729 students | Zero credits earned reported for semester 1 |
| 34 students | 5 or more credits earned reported for semester 1 |
| | |
| 106 students | No course assignments reported for semester 2 |
| 410 students | 1-4 course assignments reported for semester 2 |
| 335 students | 5 or more course assignments reported for semester 2 |
| 523 students | Zero credits earned reported for semester 2 |
| 57 students | 5 or more credits earned reported for semester 2 |
| | |
| 71 students | No course assignments reported all year |
| 504 students | Zero credits earned reported all year |

Indiana Virtual Pathways Academy: 1563 full-year students reported by Organizer for 2017-18

| | |
|---------------|--|
| 645 students | No course assignments reported for semester 1 |
| 468 students | 1-4 course assignments reported for semester 1 |
| 432 students | 5 or more course assignments reported for semester 1 |
| 1385 students | Zero credits earned reported for semester 1 |
| 10 students | 5 or more credits earned reported for semester 1 |
| | |
| 1563 students | No course assignments reported for semester 2 |
| 0 students | 1-4 course assignments reported for semester 2 |
| 0 students | 5 or more course assignments reported for semester 2 |
| 1563 students | Zero credits earned reported for semester 2 |
| 0 students | 5 or more credits earned reported for semester 2 |

²³ Exhibit 2, page 28; Exhibit 3, page 19.

The preceding charts indicate that the number of students included in the Charter Schools' ADM count is not accurate. For example, large percentages of the full-year student body in both schools completed zero course assessments during the school year. Further, the majority of the full-year student population (up to 100% depending on the semester) failed to receive any credits. This data suggests students were not properly enrolled in the Charter Schools as the students may have been registered, but they failed to attend the programs or receive educational services as the data indicates a large number of students had no virtual presence at the schools. Although the Authorizer's data does not identify the specific ADM adjustment that the Board should apply to the Charter Schools, it does support the SBOA's determination that the ADM should be reduced by at least 50% for the 2016-17, 2017-18, and 2018-19 school years.

B. Adjusted Tuition Support Distributions and Recovery of Funds.

Pursuant to the affidavit from the State Examiner details, Charter Schools' ADM should be reduced by at least 50% for the 2016-17, 2017-18, and 2018-19 school years.²⁴ As a result of the inflated ADM data, the amount of tuition support distributed by the Department to Charter Schools and Authorizer during the school years was not correct.²⁵ Following the Board vote to adjust Charter Schools' ADM, future payments will be adjusted in accordance with IC 20-43-3-7, which explains that "the department [of education] shall adjust subsequent distributions to the school corporation that are affected by the adjusted count, on the schedule determined by the department, **to reflect the differences between the distribution that the school corporation received and the distribution that the school corporation would have received if the adjusted count had been used.**" At this point in the year, Charter Schools have already received more than 50% of the projected \$34,700,000 the schools were scheduled to receive for the 2018-19 school year.²⁶ Moreover, Charter Schools have received 100% of the excess tuition support for the 2016-17 and 2017-18 school years. Therefore, the ADM adjustment will result in future payments to Charter Schools being suspended until the excess tuition funds from the three school years are recovered.

In addition to the suspension of future tuition disbursements to Charter Schools, IC 20-43-4-9 requires that if the Board adjusts a school's ADM "the **adjusted count retroactively applies** to the amount of state tuition support distributed to a school corporation affected by the adjusted count. The **department shall settle any overpayment** or underpayment of state tuition support resulting from an adjusted count of ADM on the schedule determined by the department and approved by the budget agency." Thus, it is recommended that the Department exercise its authority to develop a schedule to recover the excess tuition support that Charter Schools received based on the erroneous ADM data for the 2016-17, 2017-18 2018-19 school years.

²⁴ SBOA Affidavit, paragraph 33.

²⁵ SBOA Affidavit, paragraphs 14 and 15 (stating that Charter Schools received annual tuition support payments in the amount of \$15,100,000 in 2016-17, \$30,100,000 in 2017-18, and \$34,700,000 in 2018-19).

²⁶ SBOA Affidavit, paragraph 15.

Alternatively, or in conjunction with the Department’s authority recover funds per IC 20-43-3-7 and IC 20-43-4-9, the Department may also seek to recovery funds from Charter Schools under IC 20-39-2-1. This statute states the “state superintendent shall exercise the supervision over school funds and revenues that is necessary to ascertain their safety, secure their preservation, and secure their application to the proper object...[the SPI] may cause to be instituted, in the name of the state of Indiana, for the use of the proper fund or revenue, all suits necessary for the recovery of any part of the funds or revenues. The prosecuting attorney shall prosecute all the suits at the insistence of the state superintendent and without charge against the funds or revenue.” It is recommended that the Department pursue the recovery of funds as permitted by IC 20-39-2-1 in addition to any other actions undertaken to recovery the excess tuition dispersed to Charter Schools.

Finally, concurrent with any fund recovery actions undertaken by the Department, it is also recommended that the SBOA seek recovery of funds in accordance with IC 5-11-5-1, allowing SBOA to certify what is commonly referred to as a “charge report” to the Office of the Attorney General, which can file suit against the officer who committed malfeasance, misfeasance, or nonfeasance “and any other proper person” to recover misappropriated public funds.

Nothing in this Proposed Determination should be construed as limiting the amount of funds that may be sought from Organizers/Authorizer.

C. Enhanced Monitoring of Charter Schools.

Authorizers are tasked with ensuring organizers comply with applicable federal and state laws, as well as the charter agreement.²⁷ As previously noted, the Authorizer conducted a review of Charter Schools’ data that identified several areas of noncompliance, which included failure to ensure student enrollment and attendance data was accurate.²⁸ As the ADM issue was addressed in a preceding section of this Proposed Determination, the analysis will not be duplicated for purposes of supporting the recommendation of enhanced student monitoring. However, the prior analysis is incorporated by reference in this section as support for the recommendation of enhanced student monitoring. Based on the Authorizer’s findings, in conjunction with the findings contained in the SBOA affidavit, the Board recommends that the Department engage in enhanced student monitoring of students participating in Charter Schools’ programs.

The Closure Agreement that was recently approved by Organizers’ and Authorizer may provide the Department with a roadmap to monitor student participation in the Charter Schools. Although not an exhaustive summary, the Closure Agreement requires that the Organizers must provide Authorizer with monthly student reports that document the number of students in each course and whether the students are participating in those courses. Further, Organizers must document monthly contact efforts with each student. Finally, Organizers will be creating individual student plans that document student progress, which will be periodically updated.²⁹ Regardless of the methods employed, the Board recommends that the Department engage in enhanced monitoring student participation in the Charter Schools’ programs.

²⁷ See IC 20-24-8-3, IC 20-24-9-3.

²⁸ See Exhibits 2 and 3.

²⁹ Exhibit 4, pages 5-8.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was sent to the following via certified and electronic mail:

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School
500 East 96th Street
Suite 400
Indianapolis, IN 46240

Principal: Mrs Lora Feeser
lfeeser@email.indianavirtual.com

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual Pathways Academy
500 East 9th Street
Suite 400
Indianapolis, IN 46240

Principal: Mrs Lora Feeser
lfeeser@indianapathwaysacademy.com

Daleville Community School Corporation Board of Trustees
Attn: Diane Evans & Paul Garrison
14300 West 2nd Street
Daleville, IN 47334

Daleville Superintendent – Paul Garrison
pgarrison@daleville.k12.in.us

Dated: June 27, 2019

Timothy Schultz

Timothy Schultz
General Counsel
Indiana State Board of Education

BEFORE THE INDIANA STATE BOARD OF EDUCATION

IN RE THE MATTER OF:)
)
AVERAGE DAILY MEMBERSHIP)
 (“ADM”) ADJUSTMENT FOR INDIANA)
VIRTUAL SCHOOL AND INDIANA)
VIRTUAL PATHWAYS ACADEMY)
(COLLECTIVELY “ORGANIZERS” OR)
“CHARTER SCHOOLS”).)

AUTHORIZER’S WRITTEN OBJECTION TO PROPOSED DETERMINATION

Daleville Community School Corporation (“Daleville Schools” or “Authorizer”), by counsel, Lewis & Kappes, P.C., hereby respectfully submits the following limited objections to the Proposed Determination, dated June 27, 2019, submitted to the Indiana State Board of Education (“SBOE”) with respect to the above-captioned matter, and states as follows:

Daleville is an Indiana public school corporation as defined by Ind. Code § 20-18-2-16. Daleville is a charter school authorizer pursuant to Ind. Code § 20-24-1-2.5(1).

On July 22, 2015, Daleville Schools (as “Sponsor”) and Indiana Virtual School (as “Organizer”) entered into a Charter School Agreement (the “IVS Charter Agreement”) wherein Daleville Schools granted a Charter to Indiana Virtual School for the maintenance and operation of Indiana Virtual School (“IVS”), with a term of July 22, 2015 through August 14, 2020. Indiana Virtual Education Foundation, Inc. (“IVEF”) is the successor entity of IVS and is the Organizer subject to the terms and conditions of the IVS Charter Agreement.

On August 7, 2017, Daleville Schools (as “Sponsor”) and IVEF (as “Organizer”) entered into a Charter School Agreement (the “IVPA Charter Agreement”) wherein Daleville Schools granted a Charter to IVEF for the maintenance and operation of Indiana Virtual Pathways Academy (“IVPA”), with a term of August 7, 2017 through August 14, 2022.

On February 26, 2019, Daleville Schools issued Notices of Revocation to IVS and IVPA pursuant to Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement and pursuant to Indiana Code § 20-24-4-3(b) and § 20-24-9-4 (the “Revocation Notices”).

On June 19, 2019, Daleville Schools, IVEF, IVS, and IVPA entered into a Resolution Agreement, which included amendments to the IVS and IVPA Charter Agreements, whereby IVS and IVPA agreed to voluntarily close and Daleville Schools agreed to withdraw the Revocation Notices. Under the terms of the Resolution Agreement, IVS will close no later than September 30, 2019 and IVPA will close no later than June 30, 2020. The voluntarily closures are deemed charter terminations for the purposes of Indiana Code § 20-24-4-1.5, pursuant to Paragraph 6 of the Resolution Agreement.

On June 27, 2019, Daleville Schools received notice of the Proposed Determination that is the subject of the above-captioned matter. Daleville Schools hereby timely submits its limited objections to certain recommendations and other matters contained in the Proposed Determination.

I. Objection to Proposed Determination

This Objection is limited in scope¹ to the recommendations contained in the Proposed Determination that SBOE should: (1) “direct the appropriate entities to recover any overpayment of funds distributed to Authorizer . . .”, (page 1, Recommendation (2)), and “direct the appropriate entities to recover funds erroneously distributed to Authorizer . . .”, (page 9, Conclusion and Recommendations (2)²); and (2) recommend that the Indiana State Board of Accounts (“SBOA”)

¹ In making these objections, Daleville Schools does not waive, and explicitly reserves, the right to assert additional objections and/or legal arguments or defenses in the event that any agency or party seeks to recover any funds, including authorizer fees, from Daleville Schools.

² See also, page 5, SBOA Findings (“basis for the [Indiana] Department [of Education] to recover funds from the . . . Authorizer for all three years”); page 7, Adjusted Tuition Support Distributions

to seek recovery of funds from the Authorizer in accordance with Ind. Code § 5-11-5-1, via what is known as a “Charge Report” (page 8, Adjusted Tuition Support Distributions and Recovery of Funds).³ Daleville Schools objects to these recommendations as beyond the scope of statutory authority and as a matter of equity.

First, the State cannot recover any part of the authorizer fee payments made by the Charter Schools to the Authorizer, because the State did not distribute the authorizer fees to Daleville Schools. *See Ind. Code § 20-24-7-2*. Although Ind. Code § 20-24-7-4(b) caps the authorizer fee at 3% basic tuition support, the authorizer fees are paid solely pursuant to the terms of the Charter Agreements between Daleville Schools and the Charter Schools. In other words, the authorizer fee is not required, nor paid by statute. The authorizer fee is merely capped by the statute, to the extent the authorizer and charter school determine that such fees shall be paid by the charter school to the authorizer. Further, Ind. Code § 20-24-7-1 provides that the Organizer, IVEF, is the fiscal agent for the Charter Schools and has exclusive control of financial matters, which would include the distribution of basic tuition funds paid to the Charter Schools by the State. As such, the State does not distribute funds to the authorizer, only to the charter school. What happens to those funds after that point is solely a function of contractual obligations between the charter school and authorizer.

and Recovery of Funds (“As a result of the inflated ADM data, the amount of tuition support distributed by the Department to . . . Authorizer during the school years was not correct”); page 8, Adjusted Tuition Support Distributions and Recovery of Funds (“Nothing in this Proposed Determination should be construed as limiting the amount of funds that may be sought from . . . Authorizer”).

³ The Proposed Determination does not explicitly recommend that SBOA pursue a Charge Report to recover funds from the Authorizer. However, as the target of the Charge Report is unspecified in the recommendation, in the event that the intent of the recommendation is to encourage a Charge Report against the Authorizer, Daleville Schools hereby objects.

Second, assuming *aguardo* that the State does have statutory authority to recover authorizer fees paid by the Charter Schools to Daleville Schools, the State should not pursue recovery of those fees due to the equities of the surrounding circumstances. Daleville Schools accepted the authorizer fee payments in good faith and without malfeasance, such that it would be unjust to seek recovery of authorizer fees from Daleville Schools. Like the IDOE, Daleville Schools could only rely on the data submitted by the Charter Schools to examine data relevant to ADM and basic tuition support. Up until July 1, 2018,⁴ Daleville Schools did not have access to the Charter Schools' IDOE data collection submissions.

Similarly, to the extent that the Charter Schools' ADM is incorrect, Daleville Schools did not play any role in incorrect reporting to the State. "State Tuition Support" is governed by IC § 20-43. Each school corporation is responsible for determining and reporting the number of eligible pupils enrolled in the school corporation on ADM count day.⁵ Operating as separate public schools, the Charter Schools (not the Authorizer) are legally tasked with reporting ADM data to the State. Moreover, Daleville Schools has never had the ability to verify the accuracy of the data submissions by the Charter Schools.

Furthermore, it was Daleville Schools that reported the irregularities to the State. Daleville Schools has expended a portion of its authorizer fees collected to conduct its review of the Charter Schools activities, which ultimately resulted in Daleville Schools issuing the Notices of Revocation. As Authorizer, Daleville Schools will continue to expend funds on the administrative expenses related to overseeing the closures of the Charter Schools, enhance oversight under the

⁴ IC § 20-24-2.2-5.

⁵ "Count day" is the date fixed in September by the SBOE and is the one day each school year where school corporations report to the IDOE the number of eligible pupils enrolled in the school on that date, which is used to calculate the amount of state tuition support the school will receive. IC § 20-43-4-3 (effective through June 30, 2019).

Resolution Agreement, and for legal fees associated with the revocations and closures. The Proposed Recommendations rely, in part, on Daleville Schools' findings that served as the basis for the Notices of Revocation. The SBOE and SBOA have benefited from work completed by Daleville Schools using the authorizer fees. Under these circumstances, it would be unjust to retroactively recover any overpayments of authorizer fees from Daleville Schools.

It is also important to note that retroactively recovering any overpayment of authorizer fees from Daleville Schools could result in discouraging other authorizers from coming forward in the future to report potential irregularities, even despite legal and moral obligations to do so.

Finally, if approved, the SBOE Recommendations will direct the IDOE and SBOA to seek a recovery of any overpayment of ADM funds from the Charter Schools and from the Authorizer. The potential outcome of such recommendations could result in the State duplicating the recovery of funds. As noted above, the authorizer fee was not distributed to Daleville Schools by the State. If the State were to seek recovery of the entire overpayment from the Charter Schools and also seek 3% of that overpayment from Daleville Schools, the result could be recovery of 103% of the overpayment.

II. Conclusion

For the above reasons, Daleville Schools, by counsel, hereby respectfully requests that the Board decline to adopt the recommendations from the Proposed Determination with respect to recovery of funds from Daleville Schools and all other relief just in the premises.

Respectfully submitted,

LEWIS & KAPPES, P.C.

s/ Sara R. Blevins

Sara R. Blevins Attorney No. 24806-49A

Stephanie Snyder Slone, Attorney No. 34382-41

LEWIS & KAPPES, P.C.

2500 One American Square

Indianapolis, IN 46282

Ph: (317) 639-1210

Fax: (317) 639-4882

Emails: sblevins@lewis-kappes.com

sslone@lewis-kappes.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon all known interested parties via electronic mail this 5th day of July 2019:

Timothy Schultz
General Counsel Indiana State Board of Education
Tschultz1@sboe.in.gov

Tom Burroughs
General Counsel Indiana Virtual Education Foundation
d/b/a Indiana Virtual School and
d/b/a Indiana Virtual Pathways Academy
Thomas.burroughs@bitloft.com

s/ Sara R. Blevins _____
Sara R. Blevins



Indiana Virtual School
Indiana Virtual Pathways Academy
500 E. 96th Street, Suite 400
Indianapolis, Indiana 46240

July 5, 2019

VIA EMAIL: Tschultz1@sboe.in.gov
AND HAND DELIVERY

Timothy Schultz
General Counsel
Indiana State Board of Education
143 West Market Street, Suite 500
Indianapolis, Indiana 46204

Re: *In re: to the Examination of Indiana Virtual Education Foundation, Inc. d/b/a
Indiana Virtual School and Indiana Virtual Pathways Academy*

Dear Counsel Schultz and Members of the State Board of Education:

I am the superintendent of Indiana Virtual School and Indiana Virtual Pathways Academy (together, the “Schools”) and submit this letter in opposition to the Proposed Determination submitted by the Indiana State Board of Education (“SBOE”) in this proceeding. Due to the egregiously shortened response times dictated by the SBOE, this letter shall constitute the sole response of the Schools in this proceeding. I want to ensure the SBOE is fully aware of the extent of the miscarriage of justice this proceeding constitutes.

First, the SBOE’s abbreviated deadlines for filing a response and its proposed limitation on response times together violate the fundamental principles of procedural due process inherent in civil litigation matters. The SBOE cannot defend the four (4) business day response time as reasonable or sufficient. Likewise, the five (5) minute limit for the presentation of evidence and testimony is grossly inadequate and repulsive to the concepts of due process and equity. If the SBOE’s intention was to find the truth, its process is sadly deficient.

Second, the SBOE’s actions are premature. The State Board of Accounts (“SBOA”) admits its audits of the Schools are presently incomplete. The SBOA’s evidentiary submission is based on a restricted, unrepresentative 100 student non-random sample, likely pulled from information provided by Daleville Community Schools (“DCS”). Why rush to judgment when the SBOE essentially adopts the terms and conditions of the proposed Closure Protocols negotiated by the

Schools and DCS? Aren't the safeguards provided by the Closure Protocols sufficient to protect all constituencies from further risks and harms during the closure period? If not, why not suggest specific additional safeguards in lieu of closure or a modest offset of state funding during the closure period? The Closure Protocols contain guidance and structure that far exceed what the Department of Education, the SBOE and the Indiana Legislature provide. There are no virtual school rules in place. The guidance on charter school issues is virtually non-existent. In sum, the regulatory authorities have abjectly failed in the performance of their regulatory duties. The State should look to Michigan for the parameters of a more viable and instructive regulatory scheme.

Third, because the SBOE's Proposed Determination includes cutting off funding to the Schools, the outcome of the SBOE's hearing will likely be the immediate closure of the Schools to the detriment of approximately 500 active and engaged students in IVS and about 2,000 students in IVPA. Although I do not control the Schools' expenditures, it seems reasonable to me to conclude that, without funding, the Schools will be unable to pay teachers, provide access to curricula and support the students who have chosen to engage and avail themselves of this "last chance" to earn a diploma. Vendors will not provide services without an assurance of payment. Contractors will not provide services unless payment is assured. There will be no one available to perform the Schools' obligations under the Closure Protocols. Viewed in the cold, harsh light of reality, approving the Proposed Determination means the end of the road for the Schools and most of their students. This means the approximately 90 IVS seniors in the 2019 cohort will not have the opportunity to graduate this September. And who knows how many of the 2,000 IVPA seniors will miss the chance to receive a diploma. The SBOE and the State of Indiana have signaled once again that students are unimportant and may be sacrificed when difficult decisions must be made. Having just presided over two (2) glorious graduation ceremonies last month (One for IVS and one for IVPA), I know firsthand the difference the Schools can make in the lives of students who commit themselves to success in the virtual world. Most of these kids would never have earned a diploma in the brick and mortar schools. If you don't believe me, ask them. They'll tell you—almost to a person—that the Schools saved their lives. What a shame it is to wrest this opportunity at redemption from the Schools' students!

Fourth, the SBOE wrongly equates "engagement" with "enrollment". The student engagement statute was enacted effective July 1, 2017. It cannot possible define the term "enrollment" as that concept was used long before the 2017 statute arrived on the scene. Engagement is what is to occur following enrollment. Although I have not been involved in the enrollment process, I understand the Schools automatically enroll students in classes on acceptance of an application. What follows enrollment is a function of the student and his or her desires. The Schools make services available to the newly-enrolled student. The questions become did the student enroll to earn the additional credits for graduation? Or, did the student enroll to fulfill an obligation to a

parent, the police, or a court? Did the student enroll to avoid the loss of his or her probationary driver's license? Those questions cannot be answered by the Schools on enrollment. Instead, the student's subsequent actions reveal the student's true motivation. I wish it was otherwise, but that is the nature of the challenge we face when serving "last chance" students.

Fifth, "enrollment" does not mean "earning credits". Again, the process of earning credits (or not) commences following enrollment. The Schools have learned that an uncertain portion of the student enrollees will not engage. For that reason and based solely on the information provided to me by others, the Schools have continued to accept student applications throughout the school year. Repeating my earlier qualification that I am not involved in the Schools' enrollment processes, I am told that each year the Schools continue to recruit students and accept transferees after the ADM count day, even though additional funding will not follow the new enrollees unless and until they are enrolled on the next count day. If the Schools are the malevolent influence they are depicted to be, why would the Schools continue to spend money recruiting applicants and accepting new enrollees?

Sixth, despite the SBOE asserting that the analysis for ADM count is the same for virtual schools and brick and mortar schools, the SBOE's proposed actions are inconsistent with that assertion. Brick and mortar schools and other virtual schools regularly receive state tuition funding for students who drop out of school following the ADM count day. Here, the SBOE asserts that the Schools should not be able to count a student who does not earn a credit while at the same time funding a brick and mortar school for a student who does not complete the semester, much less earn a credit. The same is true for students in other virtual schools, albeit at a potentially lower occurrence rate than with the Schools. Again, this outcome seems inevitable given the nature of the "last chance" student, irrespective of where the student is enrolled. And, that has been the case for these students for much of the last 50 or more years, at least to my knowledge and experience. What should the State do about dropouts and expelled or suspended students? Leave them to their fate? No, that would violate Indiana's Constitution. It seems the State has no answers. But, the State is not alone in its status. The same is true of many other states and school systems. What do you do with kids who have been failed forward and who eventually leave the school system? Most of the kids who enroll at the Schools are severely credit and reading skill deficient. Their failings are not the responsibility of the Schools. Rather, responsibility lies with the present educational system and the shortcomings or failings of the familial support system. If the State wishes to avoid having 10 to 15% of its students annually fail to graduate, it must intervene sooner. It cannot wait until the failures have occurred. At that point, all that can be done is to help those who have an interest in succeeding and the will to work. Each student who is helped means one less person on welfare, in prison, or working a low-paying, dead-end job.

SBOE Submission

July 5, 2019

Page No. 4

I understand the SBOE has made its determination, notwithstanding the fact the hearing has yet to occur. The SBOE and the DOE can and must do more if they truly wish to prevent the further stratification of people based on education and socio-economic status. Without an education, a person can expect a dismal future and permanent status in the lower socio-economic classes. It is education that gives the student hope and an opportunity. The SBOE's action in this matter suggests the SBOE and DOE wish to remove educational choice and force students to remain in school environments in which success has evaded them and where hope has abandoned them. The beacon of hope has just been doused. Let us all hope there are people who will push to correct this misguided step backwards.

Respectfully,

A handwritten signature in black ink that reads "Percy Clark, Jr." in a cursive style.

Dr. Percy Clark, Jr.

cc: Diane Evans and Dr. Paul Garrison
Daleville Community School Corporation Board of Trustees
14300 West 2nd Street
Daleville, IN 47334

SBOE Exhibit 1

In Re: the Examination of INDIANA)
VIRTUAL EDUCATION)
FOUNDATION, INC. d/b/a)
INDIANA VIRTUAL SCHOOL)
and INDIANA VIRTUAL PATHWAYS)
ACADEMY)

AFFIDAVIT OF STATE EXAMINER PAUL JOYCE, STATE BOARD OF ACCOUNTS

State Examiner Paul Joyce, State Board of Accounts, being duly sworn upon oath,
deposes and states:

1. My name is Paul Joyce.
2. I am over 18 years of age. I am fully competent to make this Affidavit, and I have personal knowledge of the facts stated in this Affidavit.
3. I serve as the State Examiner for the Indiana State Board of Accounts (“SBoA”), and I have served in this position since 2013.
4. Prior to serving as the State Examiner, I served as Deputy State Examiner with the SBoA. I served as Deputy State Examiner from 2005 through 2013.
5. Pursuant to Indiana Code section 5-11-1-9, SBoA audits and examines the accounts of Indiana government entities, including public school corporations and charter schools, and non-profit entities that receive public funds.
6. SBoA is currently in the process of performing an examination of the Indiana Virtual School and Indiana Virtual Pathways Academy. The audit period for the examination is July 1, 2016 through June 30, 2018. However, pursuant to professional auditing standards, we perform other audit procedures as appropriate with respect to the period before and after the financial statements beginning and ending dates for the purpose of ascertaining the occurrence of

SBOE Exhibit 1

subsequent events or activities that pre-dated the audit period that may require adjustment or disclosure essential to a fair presentation of the financial statements.

7. Pursuant to Indiana Code sections 5-11-1-7 and 5-11-1-24, I authorized a private examiner audit of the Indiana Virtual School for fiscal year 2016.

8. The private examiner's financial statements audit report for FY 2016 was filed as report B52326. The private examiner's supplemental audit report for FY 2016 was filed as report B52327. Both reports are available at <https://secure.in.gov/apps/sboa/audit-reports/#/>.

9. In September 2016, Indiana Virtual School reported to the State of Indiana that its average daily membership (ADM), pursuant to Indiana Code section 20-43-4-2, was 2,910 eligible pupils.

10. In September 2017, Indiana Virtual School reported to the State of Indiana that its ADM was 3,381 eligible pupils. The same month, Indiana Virtual Pathways Academy reported to the State of Indiana that its ADM was 2,972 eligible pupils.

11. In September 2018, Indiana Virtual School reported to the State of Indiana that its ADM was 988 eligible pupils. The same month, Indiana Virtual Pathways Academy reported to the State of Indiana that its ADM was 6,232 eligible pupils.

12. Pursuant to Indiana Code section 20-43-3-8 provides that a school's basic tuition support for a state fiscal year is equal to the foundation amount multiplied by the school's current ADM for the year. Indiana Code section 20-24-7-13 makes a 10% reduction to the foundation amount for virtual charter schools.

13. Indiana Code § 20-43-3-8 provides that a school corporation's foundation amount is \$5,273 for state fiscal year 2017 and \$5,352 for state fiscal year 2018.

SBOE Exhibit 1

14. IVS's annual tuition support payments have increased from more than \$97,000 in 2012-2013, to more than \$450,000 in 2013-2014, to more than \$2,300,000 in 2014-2015, to more than \$7,100,000 in 2015-2016, and to more than \$15,100,000 in 2016-2017. In 2017-2018, IVS and IVPA received a combined total of \$30,100,000.

15. Based on their ADM submissions to the State of Indiana, in 2018-2019 IVS and IVPA were scheduled to receive a combined total of \$34,700,000 of tuition support.

16. In the 2017-18 school year, IVS and IVPA updated student records in the State of Indiana database to "exit" certain students using the "unknown" code, because those students had not participated in educational coursework and their status was unknown.

17. Of the student profiles we have reviewed to date as part of our audit, 30 students were exited using the unknown code for school year 2016-17. All 30 students were re-enrolled for 2017-2018 and included in the schools' ADM counts. Of the student profiles we have reviewed to date, 911 students were exited using the unknown code for school year 2017-18. 907 of those 911 students were re-enrolled for 2018-2019 and included in the schools' ADM counts. 172 of the 907 re-enrolled students were exited again after the 2018 ADM count date.]

18. Indiana Code section 20-24-7-13(h) provides that "A virtual charter school shall adopt a student engagement policy. IVS's Student Engagement Policy provides in part that students are expected to be "Logging into classes on a daily/weekly basis. The expectation is that students will submit/complete assignments a minimum of three times per week. A student who has not logged in and accessed their classes is considered **not engaged**, or truant for that week." The policy goes on to state that the school "will alert students and parents directly when a student has been identified as "Not Engaged" for a week. ... Any student reported as Not Engaged for twenty consecutive school days will be notified to contact the school. If the

SBOE Exhibit 1

student/parent does not contact the school within seven days, *the student will be withdrawn from the school. ...*”

19. Schools are required to submit a Course Completion Report to the State of Indiana each semester, including data regarding course completion and course enrollments. For the four semesters during the 2016-2018 school years, a combined total of 4,535 students from IVS and IVPA were reported as not having received any credit for any courses.

20. Teacher compensation data for IVS from September 25, 2017 through October 16, 2017 showed the following attendance/inactivity figures: 15,554 total student listings (this would include a single student having multiple listings if they had been enrolled at any point in multiple classes); 5,809 active student listings; 2,875 listings for students who had not been active for at least 22 days; and 6,870 listings for students who had been inactive for more than six months.

21. Teacher compensation data for IVPA from September 25, 2017 through October 16, 2017 showed the following attendance/inactivity figures: 13,869 total student listings (this would include a single student having multiple listings if they had been enrolled at any point in multiple classes); 1,485 active student listings; 2,963 listings for students who had not been active for at least 22 days; and 9,421 listings for students who had been inactive for more than six months.

22. Teacher compensation data for both schools from August 25, 2017 through September 15, 2017 showed the following attendance/inactivity figures: 30,567 total student listings (this would include a single student having multiple listings if they had been enrolled at any point in multiple classes); 8,379 active student listings; 5,560 listings for students who had

SBOE Exhibit 1

not been active for at least 21 days; and 16,628 listings for students who had been inactive for more than six months.

23. Based on the student activity data in paragraphs 21, 22, and 23, for the relevant timeframes during 2017, 54.86% of students had been inactive for more than six months, and 73.85% of students had been inactive for at least three weeks.

24. Indiana Code section 5-11-5-1(d) provides that a field examiner performing an examination for SBoA shall report to the State Examiner in any situation where the field examiner determines that: (a) a substantial amount of public funds has been misappropriated or diverted; and (b) the field examiner has a reasonable belief that the malfeasance or misfeasance that resulted in the misappropriation or diversion of public funds was committed by the officer or an employee of the office being examined.

25. Indiana Code section 5-11-5-1(c) provides that it is unlawful for any person, before an examination report is made public, to make any disclosure of the result of any examination of any public account, except in specified circumstances. One of the exceptions to the prohibition on disclosure is situations where the State Examiner directs that publicity is to be given to the examination report.

26. Indiana Code section 5-11-5-1(i) provides that SBoA examination workpapers and investigation records are confidential, unless an exception to confidentiality is applicable. One of the exceptions permits disclosure to “any other legal representative of the state in any action with respect to the misappropriation or diversion of public funds.”

27. Indiana Code section 20-43-4-2 provides that the State Board of Education may adjust a school’s count of eligible pupils if the state board determines that the count is unrepresentative of the school corporation’s enrollment.

SBOE Exhibit 1

28. Based on the examination and investigation procedures SBoA field examiners have performed related to Indiana Virtual School and Indiana Virtual Pathways Academy, I have been advised that both entities have substantially misreported their ADM to the State of Indiana.

29. We have verified that students who IVS staff admitted should have been withdrawn based on their Student Engagement Policy were in fact not withdrawn.

30. In addition to reviewing the records and making the determinations set forth in the previous paragraphs, SBoA has conducted detailed audit tests and procedures on one hundred (100) student profiles to date, based on risk-based prioritization factors. More than sixty profiles have shown irregularities in attendance or ADM reporting that required further audit procedures. It has been conclusively determined that thirty students were misreported based on applicable standards for what is considered to be “enrolled,” “attending,” and an “eligible pupil.”

31. One student passed away on September 6, 2016. He was included in IVS’s September 16, 2016 ADM report and included again in IVS’s September 15, 2017 ADM report.

32. Two students included in IVS ADM reports had moved from Indiana to Florida after receiving services from IVS for part of the 2010-2011 school year. They never moved back to Indiana and never re-enrolled in either IVS or IVPA, yet they were included on IVS ADM reports in 2015, 2016, and 2017, and on the IVPA ADM report for 2018 and 2019.

33. Based on the examination and investigation procedures SBoA field examiners have performed related to Indiana Virtual School and Indiana Virtual Pathways Academy and information I have reviewed, and based on my professional auditing experience, I believe that is it reasonable to conclude that the schools reported at least two times as many students as they should have based on their student engagement policies and applicable statutory standards. Our

SBOE Exhibit 1

examination is ongoing, and SBoA will issue a public report as soon as possible to detail our findings regarding non-compliance with law or uniform compliance guidelines.

34. I am providing this Affidavit based on my responsibility as State Examiner to take appropriate action upon learning of credible reports that misappropriation of public funds has occurred.

Further Affiant sayeth not.

Paul Joyce
State Examiner Paul Joyce
INDIANA STATE BOARD OF ACCOUNTS
June 26, 2019
Date

Subscribed and sworn to before me this 26TH day of June, 2019.

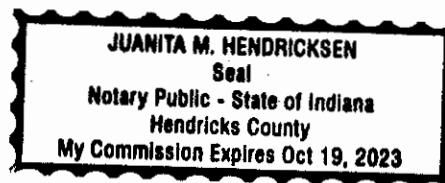
My Commission Expires:

10-19-23

Juanita M. Hendricksen
Notary Public

Printed: JUANITA M. HENDRICKSEN

Resident of HENDRICKS County



Paul Garrison, Superintendent
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 25, 2019

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

RE: Superintendent's Recommendation for Revocation of Indiana Virtual School Charter

To the School Board Members:

As the Superintendent of Daleville Community Schools, after conducting a thorough review and analysis of the performance of Indiana Virtual School ("INVS"), and after lengthy and in-depth deliberations, I recommend that the Daleville School Board ("Board") vote to begin the revocation process for INVS's Charter.

I have identified the following grounds for supporting the revocation of INVS's Charter:

1. Failing to comply with I.C. § 20-24-8-5 requiring INVS to comply with the required audits by the state board of accounts under I.C. §§ 5-11-1-9 *et seq.*
 - a. Noncompliance with the Indiana State Board of Accounts annual audit requirements:
 - i. Circumstances surrounding the INVS FY2016 Audit and pending acceptance;
 - ii. Failure to complete FY2017 audit; and
 - iii. Failure to complete FY2018 audit.
2. Failing to provide student education based on a review and analysis of INVS's data reports uploaded and certified to the Indiana Department of Education, including, but not limited to, INVS's course assignment and course completion reports that demonstrate a number of enrolled students were not included in the course completion report and that many who were included were not assigned any courses.
3. Failing to meet the mission and vision of providing an educational format as outlined in the INVS Proposal.
4. Noncompliance with the Indiana Department of Education's ISTEP+ testing and teacher testing protocols resulting in violations (November 2018).
5. Noncompliance with the Indiana Department of Education's Assessments of students and testing security concerns (June 2018).
6. Noncompliance with the Indiana Department of Education's Office of Special Education servicing of students with disabilities (February 2019).

SBOE Exhibit 2

To assist the Board in the INVS Revocation Process, I have drafted a *Notice of Revocation of Charter* addressed to the School Board of INVS. I am also presenting a draft of the *INVS Closure Protocol* document that outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets. The Protocol details Daleville's role in overseeing and working with INVS to ensure a smooth and orderly closure and transition for students and parents. It was designed to provide transparency and information to the charter school closure process.

I ask that the Board approve my recommendation to authorize me to provide notice to INVS that the Board has determined that grounds for revocation of INVS's Charter appear to exist, and authorizing the Board President to provide *Notice of Revocation*, subject to the rights of the Organizer set forth in I.C. § 20-24-4-3 (b), in order to formally begin the revocation process. Any final determination of revocation will be made only after providing the Organizer with an opportunity to submit documents and present testimony at a public proceeding in accordance with I.C. § 20-24-4-3 (b). I also ask that authorization be given to provide the Organizer notice of the date, time and place of said public meeting.

Sincerely,



Paul Garrison, Superintendent
Daleville Community Schools

SBOE Exhibit 2

Paul Garrison, Superintendent
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 25, 2019

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

RE: Charter School Closure Protocol Recommendations

To the School Board Members:

As the Superintendent of Daleville Community Schools, I recommend that the Daleville School Board ("Board") vote to adopt the Daleville Closure Protocols for Indiana Virtual School ("INVS").

The *INVS Closure Protocol* document outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets. The *Protocol* details Daleville's role in overseeing and working with INVS to ensure a smooth and orderly closure and transition for students and parents. It was designed to provide transparency and information to the charter school closure process.

I ask that the Board approve the *INVS Closure Protocol* and to include said *Protocol* with the proposed *Notice of Revocation*.

Sincerely,

A handwritten signature in blue ink that reads "Paul Garrison". The signature is written in a cursive style with a large, stylized initial "P".

Paul Garrison, Superintendent
Daleville Community Schools

SBOE Exhibit 2

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 26, 2019

Indiana Virtual School Board Members
Indiana Virtual School
510 E. 96th Street, Suite #180
Indianapolis, Indiana 46240

RE: Notice of Revocation of Charter

To the Indiana Virtual School Board Members:

The Board of School Trustees of the Daleville Community Schools (“Daleville” and “Authorizer”) determined at its regular school board meeting on February 25, 2019, that multiple grounds exist for the revocation of the Charter granted to the Indiana Virtual School (“INVS,” “Organizer,” and “Charter School”) pursuant to the July 22, 2015, Charter School Agreement (“Agreement”). See “Exhibit 1” for a copy of the Agreement. The Charter closure process involves three major components: (1) notice; (2) presenting documentation and testimony against closure; and (3) the revocation and winding down of operations. This *Notice of Revocation* begins the formal process of revoking the Charter.

Grounds for Revoking a Charter

Indiana Code § 20-24-9-4 governs the revocation of a charter and permits an Authorizer to revoke a Charter if the Authorizer determines any of the following:

- a. Organizer fails to comply with a condition or procedures established in the Charter;
- b. Organizer fails to meet the educational goals set forth in the Charter;
- c. Organizer fails to comply with all applicable state and federal laws;
- d. Organizer fails to meet generally accepted fiscal management and government accounting principles; or
- e. Grounds exist in the Charter for revocation.

Section 14.4 of the Agreement governs Daleville’s grounds for revocation and provides that INVS’s Charter may be revoked any time before the expiration of the Agreement’s term when, among other things, the following occurs:

1. The Organizer fails to comply with state and federal laws;
2. The Charter School receives a “F” grade designation by the Indiana Department of Education;
3. The Organizer fails to comply with any provision of the Agreement; and
4. The Organizer fails to meet generally accepted fiscal management and government accounting principles.

Daleville's Identified Grounds for Revocation

Daleville has identified the following grounds for the revocation of the Charter:

1. Failing to comply with I.C. § 20-24-8-5 requiring INVS to comply with the required audits by the Indiana State Board of Accounts ("SBOA") under I.C. §§ 5-11-1-9 *et seq.*¹
 - a. Noncompliance with the SBOA's annual audit requirements and the audit deadlines in SBOA *Guidelines for The Audits of Charter School Performed by Private Examiners*:
 - i. Circumstances surrounding the INVS FY2016 Audit and pending acceptance;
 - ii. Failure to complete FY2017 audit; and
 - iii. Failure to complete FY2018 audit. *See* "Exhibit 2."
2. Failing to provide student education based on a review and analysis of INVS's data reports uploaded and certified to the Indiana Department of Education,² including, but not limited to, INVS's course assignment and course completion reports that demonstrate a number of enrolled students were not included in the course completion report and that many who were included were not assigned any courses.³ *See* "Exhibit 3."
3. Failing to meet the mission and vision of providing an educational format as outlined in the INVS Proposal. *See* "Exhibit 4."
4. Noncompliance with the Indiana Department of Education's ISTEP+ testing and teacher testing protocols resulting in violations (November 2018).⁴ *See* "Exhibit 5."
5. Noncompliance with the Indiana Department of Education's Assessments of students and testing security concerns (June 2018).⁵ *See* "Exhibit 6."
6. Noncompliance with the Indiana Department of Education's Office of Special Education servicing of students with disabilities (February 2019).⁶ *See* "Exhibit 7."

INVS Opportunity to Respond and Public Meeting

Section 14.5 of the Agreement governs Daleville's cause for revocation and the notice required. Daleville must provide INVS with written notice stating that INVS has fifteen (15) business days to respond to Daleville in writing showing cause why the Charter should not be revoked or proposing to cure the conditions.⁷ Daleville assumes INVS will request an opportunity to submit additional documents and to give testimony in support of the continuation of the Charter School in accordance with I.C. § 20-24-4-3(b). Daleville has scheduled said public meeting for Monday, April 1, 2019, at the above sender's address set to begin at 6:00 p.m.⁸ INVS will be allowed access to representation by counsel in accordance with I.C. § 20-24-4-3(b)(4).

¹ Daleville has identified additional grounds for revocation based on the submitted audit of INVS's financial statements for the year ending June 30, 2016, which is currently pending acceptance by the state board of accounts.

² Available to Daleville as the Authorizer pursuant to I.C. § 20-24-2.2-5.

³ I.C. § 20-26-4-1(a)(8) and (9) governing accountability and Sections 4.3, 4.6, 5 *et seq.*, and 13.2 of the Agreement.

⁴ *Id.*

⁵ I.C. § 20-24-8-5(19) requiring compliance with adopted statutes and rules and guidelines.

⁶ I.C. § 20-24-8-5 requiring compliance with special education statutes pursuant to I.C. §§ 20-35 *et seq.* and pursuant to Section 13.3 of the Agreement requiring INVS to comply with applicable law relating to special education students.

⁷ I.C. § 20-24-4-3(b)(2).

⁸ I.C. § 20-24-4-3(b)(3).

INVS Closure Protocol

This Notice of Revocation complies with the requirements of I.C. §§ 20-24 *et seq.* and the provisions contained in the Agreement. The attached *INVS Closure Protocol* document outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets.⁹ See “Exhibit 8” for the *INVS Closure Protocol*. The *Protocol* details Daleville’s role in overseeing and working with INVS to ensure a smooth and orderly closure and transition for students and parents.¹⁰ It was designed to provide transparency and information to the charter school closure process.

Pursuant to Section 14.6 of the Agreement, INVS will have one year from the date of this letter to secure a new authorizer. In the event INVS finds a replacement authorizer, INVS must comply with I.C. § 20-24-4-1.5 which requires that before a new authorizer may issue a charter to INVS, the replacement authorizer must request to have the proposal reviewed by the Indiana State Board of Education at a hearing. The replacement authorizer must present information indicating that the INVS’s proposal is substantively different in the areas of deficiency identified by Daleville from the new proposal. **INVS must understand that the search for a replacement authorizer will not impact the implementation of the *INVS Closure Protocol*.** The INVS closure process will proceed pursuant to the *INVS Closure Protocol*, which will only be stayed after Daleville’s receipt of an execution of a replacement charter school agreement pursuant to I.C. §§ 20-24 *et seq.*

INVS has until March 19, 2019, to respond to this *Notice of Revocation of Charter*. ***Response submissions must be post-marked, electronically delivered, or delivered in person to the above sender’s address no later than March 19, 2019.*** A public meeting has been scheduled for April 1, 2019, at 6:00 p.m. Please forward any questions in writing to Daleville Schools legal counsel, Susan Traynor Chastain and Stephanie Snyder Slone, at Lewis Kappes. Their email addresses are: STraynorChastain@Lewis-Kappes.com and SSlone@Lewis-Kappes.com.

Sincerely,



Diane Evans
President, Board of School Trustees
Daleville Community Schools

Enclosures

⁹ I.C. § 20-24-9-4.5(a).

¹⁰ I.C. § 20-24-9-4.5(b).



INDIANA VIRTUAL SCHOOL
510 E. 96th Street, Suite #180
Indianapolis, IN 46240

July 23, 2015

Paul Garrison, Superintendent
Daleville Community Schools
14300 W. 2nd Street
Daleville, IN 47334

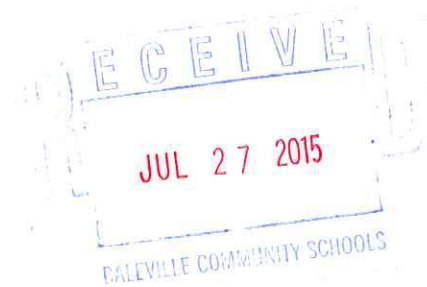
Dear Mr. Garrison,

Please find enclosed a fully executed copy of the Charter School Agreement between Indiana Virtual School and Daleville Community Schools.

Sincerely,

A handwritten signature in black ink that reads "Judi Anderson". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Judi Anderson
Executive Assistant



CHARTER SCHOOL AGREEMENT

This Charter School Agreement, together with any attachments, addenda, and amendments (hereafter, the "Charter") is made and entered into this 22nd day of July, 2015, by and between the Daleville Community School Corporation, Daleville, Indiana (hereafter, the "Sponsor"), and Indiana Virtual School (hereafter, the "Organizer"). The Sponsor has authorized a designated representative to serve at the Sponsor's discretion assisting with the performance of the Sponsor's duties herein.

Section 1 - Authority

1.1 Grant. The Charter is granted by the Sponsor to the Organizer for the maintenance and operation of an Indiana virtual public charter school known as Indiana Virtual (hereafter, the "Charter School").

1.2 Authority. The Charter is issued pursuant to the authority of IC § 20-24, as the same may be amended from time to time hereafter.

Section 2 - Legal Status and Establishment of Charter School

2.1 Legal Status. The Charter School is an Indiana public school and shall be subject to applicable law.

2.2 Effective Date. The Charter shall take effect upon the execution of this document by the Sponsor and a duly authorized representative of the Organizer (the "Effective Date").

2.3 Monitoring Fee. The Sponsor shall be entitled to a yearly 3% fee to carry out its responsibilities and duties as Sponsor. The fee shall be payable on a monthly basis directly to the Sponsor.

Section 3 - Identification of the Organizer/Description of Organizational Structure and Governance Plan

3.1 Organization. The Charter School is established and operated by the Organizer under the applicable laws of the State of Indiana.

3.2 Board of Directors.

a. The Organizer has a Board of Directors (hereafter, the "Board") whose members constitute the governing body of the Charter School (as defined in IC § 20-26-2-2) and shall manage the Charter School's activities in compliance with the Charter and applicable law.

b. The Organizer represents that it has conducted, or will conduct within ninety (90) days of the Effective Date: national, and state and local criminal background checks pursuant to IC § 20-26-5-10 on each current Board member to the fullest extent permitted under applicable

law after obtaining any necessary consents from the current Board member. Any person that has been convicted of the following acts shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Sponsor in writing:

- i. an offense described in IC § 20-26-5-11;
- ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.

c. The Organizer represents that it will conduct national, state and local criminal background checks on new Board members to the fullest extent permitted under applicable law after obtaining any necessary consents from the prospective Board member. Any person that has been convicted of the following shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Sponsor in writing:

- i. an offense described in IC § 20-26-5-11;
- ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.

3.3 Governance. The Organizer shall operate the Charter School under the governance plan set forth herein together with any attachments, addenda, and amendments, including Exhibit B.

3.4 Dissolution. The Organizer represents that its governing documents provide that, upon dissolution, (a) all remaining assets, except funds received from the Indiana Department of Education (the "Department"), shall be used for nonprofit educational purposes, and (b) remaining funds received from the Department shall be returned to the Department not more than ninety (90) days after dissolution.

3.5 Third Party Responsibilities. To the extent that applicable law renders any of the Organizer's obligations set forth herein the responsibility of the governing body of the Charter School, the Charter School, or any other third parties, as opposed to the Organizer, the Organizer shall ensure that the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions of the Charter. If the Organizer fails to ensure such obligations are fulfilled in accordance with applicable law and the terms and conditions of the Charter, the Organizer shall (a) indemnify the Sponsor and its officers, employees, counsel, consultants, agents, representatives (including the Daleville Community School Corporation Board) and those acting on behalf of the Sponsor's officers, employees, counsel, consultants, agents and representatives harmless from any and all claims, actions, expenses, damages and liabilities, including costs and attorneys' fees, for the defense of any of the above, arising out of, connected with, or resulting from such failure; and (b) be deemed to have committed the act or omission itself for the purposes of determining whether the Sponsor may revoke the Charter.

Section 4 - Operation of the Charter School

4.1 This document may be modified after the Effective Date only by a signed amendment thereto executed by the Organizer and the Sponsor. The Organizer and Sponsor agree that the

document sets forth the overall goals, standards, and general operational policies of the Organizer relating to the Charter School, and that the document is not a complete statement of each detail of the Organizer's operation of the Charter School. To the extent that the Organizer desires to implement specific policies, procedures, or other specific terms of operation that supplement or otherwise differ from those set forth in the document, the Organizer shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation are (i) not otherwise prohibited or circumscribed by applicable law or the Charter, or (ii) are not materially different from those set forth in the document. To the extent there is a conflict between the terms of the Charter and the document, the terms of the Charter shall govern.

4.2 Mission Statement. The Organizer shall operate the Charter School under the mission statement set forth in the document.

4.3 School Improvement Plan. As permitted under IC § 20-31-5-2, the Charter shall serve as the Charter School's strategic and continuous school improvement and achievement plan. To the extent that IC § 20-31 applies to the Charter in its function as the School Improvement Plan, the Organizer shall comply with the requirements under IC § 20-31.

4.4 Nonsectarian. The Organizer shall ensure that the Charter School is nonsectarian in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Organizer shall comply with the requirements of the United States and Indiana Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution and article 1, section 6 of the Indiana Constitution.

4.5 Third Party Contracts. No contract entered into by the Organizer with any third party shall amend, alter, or modify any provision of the Charter.

4.6 Accountability Plan. The Organizer shall consult with the Sponsor in developing a new and/or modifying an existing accountability plan to provide a basis for evaluating whether the Organizer is meeting its educational goals under the Charter for this term. The Organizer will meet all State requirements referenced in the Accountability Plan that may change from time to time.

Section 5 - Curriculum, Instructional Methods, and Pupil Assessment

5.1 Curriculum. The Organizer shall provide the curriculum available on its website.

5.2 Educational Benchmarks of Charter School. The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described.

5.3 Standardized Assessments. The Charter School will administer the Acuity for grades six (6) through eight (8).

Section 6 - Pupil Enrollment

6.1 Grades Served. Number of Students. The Organizer is authorized to enroll students from kindergarten through grade 12 and to include ESL when necessary.

6.2 Open Enrollment. The Organizer shall not establish admission policies or limit student admissions in any manner in which a public school is not permitted to establish admission policies or limit student admissions.

6.3 Recruitment; Enrollment. The Organizer's recruitment and enrollment policies for the Charter School are subject to all federal and state law and constitutional provisions that prohibit discrimination on the basis of race, disability, gender, religion, national origin, ancestry, or color.

6.4 Student Records. The Organizer shall maintain all student records, including enrollment information, electronically on a system that is mutually acceptable to the Organizer and the Sponsor.

6.5 Student Identification Numbers. The Organizer shall assign and use student identification numbers both in administering state prescribed testing and in meeting other Indiana data reporting requirements. The Organizer shall follow procedures established by the State Board of Education for issuance and record keeping concerning student identification numbers.

Section 7 - School Calendar

The Organizer establishes a school calendar each June for the following school year in accordance with Indiana state law and the Indiana Department of Education regulations as it relates to virtual charter schools.

Section 8 - Other Responsibilities

8.1 Teacher Licensing. As required under IC § 20-24-6-5(a), the Organizer hereby represents that all individuals who fill the position of teacher in the Charter School during the term of the Charter shall:

- a. hold a license to teach in a public school in Indiana under IC § 20-28-5; or
- b. be in the process of obtaining a license to teach in a public school in Indiana under the transition to teaching program set forth in IC § 20-28-4. The Organizer represents that any individual teaching at the Charter School under this option shall complete the transition to teaching program not later than three (3) years after beginning to teach at the Charter School.

8.2 Student Contact. All applicants who provide services for the Charter School shall be required to submit their resumes. All current and prospective contract employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of the individuals' contractors of the Organizer who have direct, ongoing contact with children within

the scope of the individuals' services, shall be subject to state and local criminal background checks to the fullest extent permitted under applicable law after obtaining any necessary consents from the individual who are subject to the background check.

Section 9 - Budget, Financial Plans, and Audits

9.1 Organizer as Fiscal Agent. The Organizer is the fiscal agent for the Charter School. The Organizer has exclusive control of, and is responsible for, the funds received by the Charter School and the financial matters of the Charter School.

9.2 Separate Accounts; Audits. The Organizer shall maintain separate accountings of all funds received and disbursed for the Charter School and shall follow applicable law concerning separate maintenance of federal funds.

9.3 Adoption of Unified Accounting System. The Organizer shall adopt and implement the accounting system prescribed by the State Board of Education and State Board of Accounts.

9.4 No Tuition. The Organizer shall not charge tuition for any full time student.

9.5 Extraordinary Expenditures. At least fifteen (15) days prior to making an expenditure of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or more, for any purpose outside the ordinary course of operation of the Charter School, including attorney's fees, the Organizer shall provide notice to the Sponsor regarding the payee, the amount, and the nature and purpose of such expenditure. An expenditure for a purpose "outside the ordinary course of operation" shall not include reasonable, good faith budgeted expenses, including for equipment and facilities for the Charter School. If the Organizer must make an immediate expenditure in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) due to an unforeseeable emergency that could result in harm to any person or property or that poses health or safety concerns, which expenditure is outside the ordinary course of operation of the Charter School, the Organizer shall notify the Sponsor as soon as practicable by any reasonable means, regarding the payee, the amount, and the nature and purpose of such emergency expenditure. In either instance, the Sponsor shall approve the expenditure, or require additional information prior to denying the expenditure. The Sponsor shall make such decision within ten (10) days of receipt of the notice thereof, except in cases of an unforeseeable emergency.

9.6 Federal Funding. The Organizer shall make all applications, enter into all contracts, and sign all documents necessary for the receipt by the Charter School of any aid, money, or property from the federal government.

Section 10 - Insurance; Indemnification

10.1 Insurance. The Organizer shall maintain as a Prior Action a schedule of insurance as specified in Exhibit A hereto.

10.2 Indemnification. The Organizer indemnifies and holds the Sponsor and its officers, employees, counsel, consultants, agents, representatives (including the Daleville Community School Corporation Board) and those acting on behalf of the Sponsor's officers, employees, counsel, consultants, agents and representatives harmless from any claim, action, expense (including reasonable attorneys' fees), damage, and liability, arising out of, connected with, or resulting from the Organizer's operation of the Charter School, including:

- a. The negligence, recklessness, intentional wrongful act, misconduct or culpability of the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, sub-contractors, or lessors;
- b. An act by the Organizer and those acting on behalf of the Organizer as officers, agents, representatives, contractors, sub-contractors, or lessors that would serve as a basis for the Sponsor's revocation of the Charter pursuant to Paragraph 15.4;
- c. Any failure by the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;
- d. The hiring, supervision, or discipline of any officer, agent, representative, volunteer, or student of the Organizer, the governing body of the Charter School, or the Charter School, and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors;
- e. The obligations of the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors under the United States Constitution, the Indiana Constitution, and applicable law;
- f. The infringement of patent or other proprietary rights by the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors in any material, process, machine, or appliance used in the operation of the Charter School;
or
- g. The Sponsor's oversight responsibilities set forth in IC § 20-24-9-3.

10.3 Surviving Provisions. Notwithstanding the expiration, non-renewal, or revocation of the Charter, the Organizer agrees that the insurance coverage requirements required under Paragraph 10.1, and the duty to indemnify described in Paragraph 10.2 shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from the operation of the Charter School until such claim,

action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.

10.4 Notice of Potential Claims. The Organizer and the Sponsor shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification under Paragraph 10.2, but failure to do so shall not invalidate the Organizer's indemnification duties herein.

Section 11 - Discipline

11.2 Expulsion or Involuntary Transfer. No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing the conduct and discipline of students, including IC § 20-33-8-19, IC § 20-33-8-21, and IC § 20-33-8-22.

Section 12 - Desegregation Order

The Organizer shall comply with any applicable desegregation order and any plan set forth in the Application relating thereto.

Section 13 - Compliance Issues

13.1 Compliance with Constitution; Discrimination Law; Applicable Law Generally. The Organizer shall comply with the United States Constitution; the Indiana Constitution; all federal and state law provisions that prohibit discrimination on the basis of age, disability, race, color, gender, national origin, religion or ancestry; the Indiana statutes specified in IC § 20-24-8-5; and any other applicable law.

13.2 Compliance Obligations under IC § 20-24. The Organizer specifically acknowledges its obligations under IC § 20-24 to abide by any applicable requirements set forth therein, as may be amended from time to time.

13.3 Compliance with Applicable Law Relating to Special Education Students. The Organizer acknowledges that it shall comply with any applicable law that relates to the provision of services to special education students attending the Charter School and shall develop, as a Prior Action, a comprehensive special education plan for such students.

13.4 ESL Students. The Organizer shall provide instruction at the Charter School for students eligible for English as a Second Language instruction as provided by law and without discrimination against such students.

13.5 Access to Public Records Law. Records relating to the Organizer's Charter and the operation of the Charter School that are in the possession, custody, or control of the Organizer are subject to inspection to the same extent that records of a public school are subject to inspection pursuant to IC § 5-14-3.

13.6 Compliance with State and Federal Law; Inspection. Records provided by the Organizer to the Department or the Sponsor that relate to compliance by the Organizer with the terms of the Charter or applicable law are subject to inspection pursuant to IC § 5-14-3.

13.7 Open Door Law. The Organizer's operation of the Charter School is subject to the requirements of the Open Door Law governing public meetings pursuant to IC § 5-14-1.5.

13.8 Criminal History Information. The Organizer shall create and implement a policy for conducting criminal history background checks in its operation of the Charter School that is consistent with IC § 20-26-5-10.

13.9 Inspection; Certification. The Sponsor may enter the premises of the Charter School during school hours, on a scheduled basis, to monitor whether the Organizer is operating the Charter School in compliance with applicable law and with the terms and conditions of the Charter. To the extent permitted under applicable law, the Organizer shall maintain the following information at the Charter School and make it available to the Sponsor upon request, as soon as practicable with the exercise of due diligence on the part of the Organizer:

- a. The Organizer's Articles of Incorporation;
- b. The Organizer's by-laws;
- c. Board policies;
- d. The Organizer's enrollment and admissions process for the Charter School;
- e. Evidence of insurance;

Section 14 - Term, Review, Renewal, and Revocation

14.1 Term. The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the fifth (5th) school year of the Charter School per the execution date of this Agreement.

14.2 Performance Review. The Sponsor shall review the Organizer's performance on a yearly basis for the duration of the Charter.

14.3 Renewal. In considering any renewal, the Sponsor may review the Organizer's performance in operating the Charter School, including the progress of the Charter School in achieving the academic goals set forth in the Application and the School Improvement Plan.

14.4 Grounds for Revocation. The Charter may be revoked by the Sponsor at any time before the expiration of the term if the Sponsor determines that one (1) or more of the following has occurred:

- a. The Organizer fails to commence Charter School operations,
- b. The Organizer fails to comply with the U.S. Constitution, the Indiana Constitution, or applicable law;
- c. The Organizer fails to make a monitoring fee payment;

- d. The Charter School receives a “F” grade designation by the Indiana Department of Education (“IDOE”) in any year the Charter is in place;
- e. The Organizer fails to comply with any provision of this Charter; or
- f. The Organizer fails to meet generally accepted fiscal management and government accounting principles.

14.5 Cause for Revocation; Notice. If the Sponsor becomes aware of circumstances that may provide cause for revocation the Sponsor shall provide the Organizer with written notice of such circumstances and state a date, which shall not be less than fifteen (15) business days from the date of such notice, by which time the Organizer must respond in writing (a) showing cause why the Charter should not be revoked or (b) proposing to cure the condition. No more than thirty (30) days following receipt of Organizer’s response to the notice of revocation, the Sponsor shall make a final decision and provide notice to the Organizer of the same.

14.6 Non-Renewal, Revocation, or Expiration. If the Charter is not renewed, is revoked, or expires, the Sponsor will provide the Organizer one (1) year to secure another Sponsor:

- a. the Organizer shall be responsible for winding down the operations of the Charter School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the Charter School. Under no circumstances, shall the Sponsor or the Sponsor’s officers, employees, agents, or representatives, including the Sponsor and the Indianapolis Charter Schools Board, or those acting on behalf of the Sponsor’s officers, employees, agents and representatives, be responsible for such obligations.
- b. the Organizer shall cooperate with the Sponsor to assist in the transfer of the charter school to another Sponsor, or the orderly closing of the Charter School allowing the current students one (1) year or twelve (12) months from notification to transfer to another school.

Section 15 - Reporting Requirements

15.1 Reporting Calendar. The Organizer shall annually provide to the Sponsor all reports that the Organizer shall submit to the Sponsor as required hereunder.

15.2 Budgets and Accounting Reports; Timing. The Organizer shall adopt a July 1 through June 30 accounting year (the "Accounting Year"). If applicable law requires the Organizer to implement a different Accounting Year, the Organizer shall comply with such requirements for both accounting and budgetary reporting purposes.

15.3 Annual Report. If required under IC 20-24-9-1, the Organizer shall submit an annual report to the Department containing the information set forth in IC 20-24-9-2 in addition to any other data required by the Department under applicable law. The Organizer shall provide a copy of the annual report that it submits to the Department to the Sponsor.

15.4 Performance Report. As required by IC § 20-24-9-6, the Organizer shall publish a performance report not earlier than January 15 or later than January 31 that provides the information required under IC § 20-20-8-8. The Organizer shall provide a copy to the Sponsor of its performance report.

15.5 Other Reports.

a. Accounting.

- i. The Organizer shall also submit to the Sponsor the audit of the Organizer's financial statements performed by the State Board of Accounts as required under IC § 20-24-8-5(1) (the "SBA Audit") as soon as it is available; and, to the extent that such SBA Audit is submitted in a timely fashion, the Sponsor may waive, in writing, the requirement to submit audited financial statements.

b. Projections. The Organizer shall provide the following projections:

- i. The school calendar no later than July 1 prior to the commencement date of the upcoming school year; and
- iii. The projected student enrollment no later than July 16 prior to the commencement date of the upcoming school year, specifying expected number of students.

- c. Enrollment Report. Not later than the date established by the Department for determining average daily membership under IC § 21-3-1.6-1.1(d), the Organizer shall submit to the Department, with a copy to the Sponsor, any information required under IC § 20-24-7-2(a).

15.6 Public Inspection. The Sponsor may make any of the reports herein available for public inspection, to the extent permitted under applicable law.

15.7 Notice of Litigation. The Organizer shall notify the Sponsor within five (5) days of service of a Complaint and Summons where it is named as a Defendant, or at least five (5) days prior to filing a Complaint where it is a Plaintiff in any court proceeding or any administrative enforcement proceeding arising from the operation of the Charter School. The Sponsor, in its discretion, may request updates on any pending litigation within a reasonable time and the Organizer shall comply with each request within a reasonable time, not to exceed fifteen (15) days.

Section 16 - General Provisions

16.1 Notice. All notices, reports, and other documents covered by the Charter and required to be sent to one of the parties shall be in writing and shall be delivered by hand or by U.S. Certified

Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this paragraph:

If to the Sponsor:

Daleville Community School Corporation
c/o: Office of the Superintendent
8600 S. Bronco Drive
Daleville, IN 47334

Copy to:

Robert W. Rund
Manny Herceg
Lewis & Kappes, P.C.
2500 One American Square
Indianapolis, Indiana 46282

If to the Organizer:

Indiana Virtual School
510 East 96th Street, Suite #180
Indianapolis, IN 46240

16.2 Governing Law. The Charter shall be governed by, subject to, and construed under the laws of the State of Indiana without regard to its conflicts of laws provisions.

16.3 Waiver. No waiver of any breach of any provision of the Charter shall be held as a waiver of any other or subsequent breach.

16.4 Counterparts; Signature by Facsimile. The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

16.5 Amendment. The Charter may be amended only by a written instrument executed by the Organizer and the Sponsor.

16.6 Severability. In the event that any provision of the Charter, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

16.7 Entire Charter. The Charter supersedes and replaces any and all prior agreements and understandings between the Sponsor (or the Sponsor's officers, employees, counsel, consultants, agents, representatives, including the Sponsor and the Indianapolis Charter Schools Board, and those acting on behalf of the Sponsor's officers, employees, counsel, consultants, agents and representatives) and the Organizer (or the Organizer's duly authorized representatives).

16.8 Construction. The Charter shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter.

16.9 Disputes. The Organizer and Sponsor shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. This provision shall not apply to the Sponsor's revocation rights under Paragraph 15.4.

16.10 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in the Charter to an introduction, recital, section, paragraph or attachment, such reference shall be to an introduction, recital, section or paragraph of, or an attachment to, the Charter unless otherwise indicated. The words "hereof", "herein" and "hereunder" and words of similar import shall be deemed to refer to the Charter as a whole and not to any particular provision of the Charter. The headings contained in the Charter are for reference purposes only and shall not affect in any way the meaning or interpretation of the Charter. Whenever the words "include," "includes" or "including" are used in the Charter, they shall be deemed to be followed by the words "without limitation." Accounting terms not expressly defined in the Charter shall have the respective meanings given to them under generally accepted accounting principles. The words "applicable law" shall mean any federal, state, or local laws, rules, regulations, ordinances, or other legal authority to which the entity in question is subject.

16.11 Authority. The Organizer is duly authorized to enter into the Charter, and the persons executing the Charter have been duly authorized to do so by the Board.

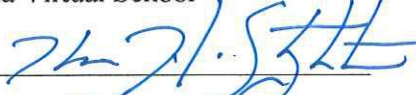
16.12 Report Due Dates. If an Organizer is obligated to provide reports or other information on a date that falls on a holiday or weekend, the Organizer may provide such reports or other information on the next business day after the holiday or weekend.

[remainder of page intentionally left blank]

[signature block to follow]

IN WITNESS WHEREOF, the parties hereto have executed the Charter as of the day and year stated below.

Duly Authorized Representatives of
Indiana Virtual School

By: 
Title: DIRECTOR

Daleville Community Schools

By: 
Title: SUPERINTENDENT

Dated: July 22, 2015

Dated: July 22, 2015

Exhibit A

Requirements Regarding Insurance

The Organizer shall set forth the following schedule of required minimum insurance with an insurance company licensed to do business in Indiana that has at least an A-rating from A.M. Best:

Directors' and Officers' Liability/
Educators' Legal Liability/
Employment Practices Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate

Sexual Abuse Liability: \$1,000,000

Note: Sexual abuse liability must be a separate policy or a separate coverage part with limits independent of other coverage parts in the general liability policy.

Umbrella (Excess Liability) \$5,000,000 per occurrence; \$5,000,000 aggregate

Note that the umbrella policy must include: Commercial General Liability/Directors' and Officers' Liability/Educators' Legal Liability/Employment Practices Liability, Automobile Liability, and Sexual Abuse Liability.

Workers Compensation Liability: As required by Indiana State Law

The Sponsor must be listed as an additional named insured on each of these policies. The Sponsor may request further documentation at any time. The insurance provided by the Organizer shall apply on a primary basis. No funds, assets, insurance, or self-insurance of the Sponsor or Sponsor's officers, employees, agents, counsels, consultants, and representatives, including the Charters Schools Board, or those acting on behalf of the Sponsor's officers, employees, agents, counsels, consultants, and representatives shall be held to answer for the payment of any claim, action, expense (including attorney's fees), damage, liability of the Organizer. The insurance provided herein shall provide coverage for the Organizer's indemnification obligations set forth in the Charter.

The Organizer shall submit its proposed insurance coverage for Directors' and Officers' Liability/Educators' Legal Liability/Employment Practices Liability, Automobile Liability, Sexual Abuse Liability, and Workers Compensation Liability to the Sponsor no later than June 30th and these coverages shall take effect within two (2) business days of this date. The Organizer shall submit its proposed insurance coverage for Commercial General Liability and Umbrella Liability to the Sponsor at least two (2) weeks prior to acquiring, through purchase, lease or otherwise, the physical plant of the Charter School, and these coverages shall take effect no later than the effective date of such acquisition.

Exhibit B

The Educational Management Organization requirements that were a part of the previous Charter are incorporated herein by reference.

From: [Thomas Burroughs](#)
To: [Paul Garrison](#); [David Stashevsky](#); [Stephanie Slone](#)
Subject: FW: Indiana Virtual School 2016 Audit
Date: Thursday, January 3, 2019 4:22:31 PM

All:

Just an FYI.

Tom Burroughs

From: Thomas Burroughs <thomas.burroughs@bitloft.com>

Sent: Thursday, January 3, 2019 4:21 PM

To: jmarshall@sboa.in.gov

Cc: Greg Bright <brightcpa@gmail.com>; Kimberley Morisette <kmorisette@huththompson.com>

Subject: Indiana Virtual School 2016 Audit

Ms. Marshall:

I apologize that I was out of town until yesterday and unable to respond to your email last week. I spoke with Greg Bright today and am led to believe the supplemental audit responses and financial statement drafts will be furnished to Huth Thompson tomorrow afternoon. I will stay in the office tomorrow until I am assured the documents have been sent to Ms. Morisette. I assume Ms. Morisette will then furnish these documents to you.

I again apologize for the delay in completing the 2016 Audit and will push Mr. Bright to do everything in his power to get the 2017 audit underway immediately so we can get IVS's audits up to date.

With respectful regards and apologies,

Tom Burroughs

Thomas G. Burroughs

510 East 96th St., Ste. 180

Indianapolis, IN 46240

(317) 660-9261 (W)

(317) 460-9120 (M)

thomas.burroughs@bitloft.com

From: [Thomas Burroughs](#)
To: [Paul Garrison](#); [David Stashevsky](#); [Stephanie Slone](#)
Cc: percy.clark@indianavirtual.com; [Phillip Holden](#)
Subject: IVS 2016 Audit
Date: Friday, January 4, 2019 5:32:28 PM

Paul, David and Ms. Slone:

In follow-up to my email yesterday, Mr. Bright today sent Huth Thompson the signed Representation Letter and IVS Response Letter regarding the supplementary audit. Mr. Bright also provided Huth Thompson permission to share the draft financial statements and supplementary audit response with the SBOA. I will be separately notifying Ms. Marshall of the audit's completion and the grant of permission to Huth Thompson.

We again asked Huth Thompson to begin the process relative to the 2017 IVS audit and, when complete, will move ahead with the IVS 2018 audit.

I genuinely appreciate your understanding and regret that alacrity was an attribute missing from the process. I expect we will do much better for the 2017 and 2018 audits.

We will send Paul and David a bound copy of the financial statements promptly on receipt from Huth Thompson and will also provide an electronic copy at that time. Questions or comments are welcome in the interim.

With sincere appreciation and regards,

Tom Burroughs

Thomas G. Burroughs

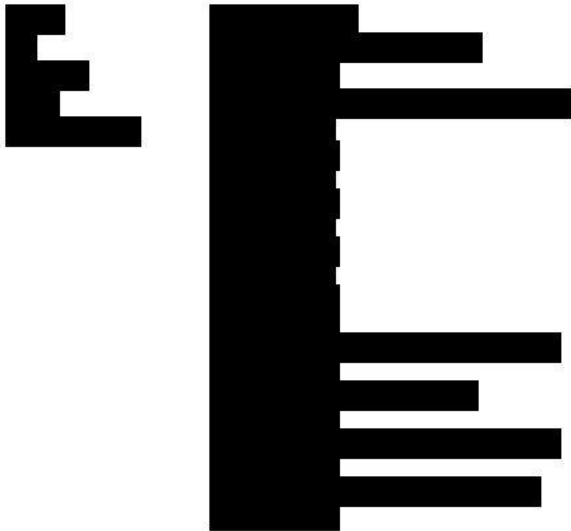
510 East 96th St., Ste. 180

Indianapolis, IN 46240

(317) 660-9261 (W)

(317) 460-9120 (M)

thomas.burroughs@bitloft.com



Begin forwarded message:

From: Thomas Burroughs <thomas.burroughs@bitloft.com>
Date: January 9, 2019 at 5:29:57 PM EST
To: Paul Garrison <pgarrison@daleville.k12.in.us>, David Stashevsky <dstashevsky@daleville.k12.in.us>
Cc: percy.clark@indianavirtual.com, Phillip Holden <pholden@indianavirtual.com>, Greg Bright <brightcpa@gmail.com>
Subject: FW: uploaded

Paul and David:
The attached are for your records. A bound copy will be sent as well.
Tom Burroughs

From: Kimberley Morisette <kmorisette@huththompson.com>
Sent: Wednesday, January 9, 2019 8:08 AM
To: 'Greg Bright' <brightcpa@gmail.com>
Cc: Marshall, Jennifer <jmarshall@sboa.in.gov>; Phillip Holden <pholden@indianavirtual.com>; Thomas Burroughs <thomas.burroughs@bitloft.com>
Subject: RE: uploaded

Jennifer:

Here's the final copies of the 6/30/16 IVEF audit report. Is there anything else you need from me for 2016?

Thanks.

Kimberley R. Morisette, CPA | Partner

Huth Thompson LLP
PO Box 970
415 Columbia Street Suite 2000
Lafayette IN 47902-0970

From: Thomas Burroughs <thomas.burroughs@bitloft.com>
Date: January 21, 2019 at 6:06:34 PM EST
To: Paul Garrison <pgarrison@daleville.k12.in.us>
Subject: RE: 2016 INVS Audit

Paul:

Thank you. I will call you, likely Monday or Tuesday of next week, but sooner if possible.

Tom B.

From: Paul Garrison <pgarrison@daleville.k12.in.us>
Sent: Monday, January 21, 2019 5:08 PM
To: Thomas Burroughs <thomas.burroughs@bitloft.com>
Subject: Re: 2016 INVS Audit

My cell phone number is [REDACTED]. I will anticipate hearing from you when you know more.

Sent from my iPhone

On Jan 21, 2019, at 1:30 PM, Thomas Burroughs <thomas.burroughs@bitloft.com> wrote:

Paul:

Because we have been unable to talk, let me give you a thumbnail of what I intended to discuss with you.

The SBOA informed us that it may or may not accept the 2016 Audit for IVS. The SBOA is attempting to schedule a meeting with Huth Thompson—the auditors—regarding a couple of changes. Additionally, the SBOA required disclosure of a letter created by the auditors. [REDACTED]

[REDACTED]

The SBOA also informed us that the SBOA will be performing the 2018 audit for IVPA, and the 2017 and 2018 audits for IVS. If the remaining issues respecting the 2016 IVS audit are not worked out, the SBOA may also complete the 2016 audit.

Obviously, this was not the outcome the school desired. Consequently, IVS is in the process of making several significant changes regarding audit preparation and creation/maintenance of school financials. Because not all relevant persons have been privy to the changes, it would be helpful to avoid discussion of this topic at this time. We plan on “completing the communication loop” by the end of the week. At that time, I will get you specific details about the changes and improvements and steps being taken to buttress the school’s accounting services. I will also discuss the auditing component when we chat.

I will do my best to be available when you have time to discuss. I tried to reach you on a couple of cell phone numbers, but was unsuccessful as I received responses stating “I am not Paul”. So, I will await your call.

In closing, I apologize for the school’s failure to meet its deadlines. I have communicated to Jennifer Marshall, the school’s genuine expectation to be fully prepared for the upcoming SBOA audits and to ensure documents are ready and questions are promptly addressed.

Tom B.

From: Paul Garrison <pgarrison@daleville.k12.in.us>
Sent: Friday, January 18, 2019 3:18 PM
To: Thomas Burroughs <thomas.burroughs@bitloft.com>
Subject: Re: 2016 INVS Audit

That will be fine.

Paul Garrison

Paul Garrison, Superintendent
Daleville Community Schools

14300 West 2nd Street

Daleville, IN 47334

765-378-3329

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Indiana Virtual School. An analysis of the course completion and attendance reports that were uploaded and certified as accurate by INVS to the IDOE have uncovered serious issues regarding the duty to provide student education. In part, the data shows that many enrolled students were not included in the course completion report and that many who were included were not assigned any courses.

As an example, during the 2017-18 school year, 851 students were reported by INVS as being enrolled all year (Aug/Sept – June) and attending INVS between 153-191 school days. The breakdown of the course data reported by INVS for these 851 full year students is in the chart below.

Indiana Virtual ♦ 2017-18 School Year ♦ 851 students reported as attending the entire school year.

| | |
|--------------|--|
| 417 students | No course assignments reported for semester 1 |
| 118 students | 1-4 course assignments reported for semester 1 |
| 316 students | 5 or more course assignments reported for semester 1 |
| 729 students | Zero credits earned reported for semester 1 |
| 34 students | 5 or more credits earned reported for semester 1 |
| | |
| 106 students | No course assignments reported for semester 2 |
| 410 students | 1-4 course assignments reported for semester 2 |
| 335 students | 5 or more course assignments reported for semester 2 |
| 523 students | Zero credits earned reported for semester 2 |
| 57 students | 5 or more credits earned reported for semester 2 |
| | |
| 71 students | No course assignments reported all year |
| 504 students | Zero credits earned reported all year |

As another example, during the 2016-17 school year, 2372 students were certified and reported to the IDOE by INVS as being enrolled all year (Aug/Sept – June) and attending INVS between 154-180 school days. The breakdown of the course data reported by INVS for these 2372 full year students is in the chart below.

Indiana Virtual ♦ 2016-17 School Year ♦ 2372 reported students as attending the entire school year.

| | |
|---------------|--|
| 740 students | No course assignments reported for semester 1 |
| 895 students | 1-4 course assignments reported for semester 1 |
| 737 students | 5 or more course assignments reported for semester 1 |
| 2372 students | Zero credits earned reported for semester 1 |
| 0 students | 5 or more credits earned reported for semester 1 |
| | |
| 1048 students | No course assignments reported for semester 2 |
| 598 students | 1-4 course assignments reported for semester 2 |
| 726 students | 5 or more course assignments reported for semester 2 |
| 2034 students | Zero credits earned reported for semester 2 |
| 144 students | 5 or more credits earned reported for semester 2 |
| | |
| 499 students | No course assignments reported all year |

Proposal to Charter

Indiana Virtual May 2011

Indiana Virtual school shall accept students of any race, color, gender, national or ethnic origin, religion and ancestry. The School shall not discriminate on basis or race, color, gender, disability, national or ethnic origin, religion, or ancestry in the administration of its educational policies, admissions policies, scholarship and loan programs, or other School-administered programs.

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General Information Sheet

Name of Proposed School: Indiana Virtual

Organizer: BCI, Inc.

Office Address: 2206 E. 96th Street

Cit, State, Zip: Indianapolis, IN 46240

Telephone Number: Day:(317) 581-5355 Fax Number: (317) 581-5399

E-mail Address: info@indianavirtual.org

Contact Person: Thomas H. Stoughton

Address: 2206 E. 96th Street

City, State, Zip: Indianapolis, IN 46240

Telephone Number: Day: (317) 581-5355 Fax Number: (317) 581-5399

Brief description of Proposed School (for media distribution):

E-Learning in an exciting new environment

This 6-12 public school is a unique blend of educational and academic curriculum designed so it encourages a student's creativity. A student's skills, interests and passions become seamless with their customized learning portfolio.

The mission is to facilitate an education for student's talents and interests so their learning is engaging as they master skills that will provide them with the tools to be successful in their life. Our students will be equipped to succeed in their next challenge after they graduate.

The essence of a student's learning is a virtual based curriculum facilitated by a teacher. They communicate weekly one-on-one as the student needs on-line. Their individualized curriculum will be continually evaluated and adjusted based on regular assessments of academic standards as well as vocational interests. Parents and student will be equal partners along with the teacher in this continual process.

Every student will be able to communicate with their educational portfolio wherever they are located in the United States. It is anticipated some students will travel as they pursue their interests, careers and family obligations. A student's electronic portfolio will include

their personalized curriculum, tests and assessments, communications with their parents, teacher and other students.

Indiana Virtual will have several student focuses. Indiana Virtual, through BCI, has conducted an extensive assessment of what states are doing to extend educational opportunities to individuals who, for a variety of reasons, find it difficult to achieve success utilizing traditional public education. Some examples are students who are working out of family necessity, students wishing or needing to learn at their own pace (e.g.: gifted, ESL), students who have parents that often travel for work, students who are themselves parents and have scheduling constraints, students who are in schools with limited curriculum offerings, students who are homebound due to health problems, and students who are serious in equestrian, dance, hockey, martial arts, gymnastics, 4-H, and other activities who need a more flexible learning schedule.

The resources are currently available to meet the educational needs of each one of these individuals. Indiana Virtual is bringing these resources together in an “individual student focused” manner. The recent advent of distance education and post secondary involvement in the delivery of skill based instructional models, coupled with a traditional student-teacher relationship allows us to offer an education unique to Indiana students. Indiana Virtual offers assessment based, individualized curriculum designed for each student who enrolls. School is designed around the individual needs of each student, whether it is their schedule, the number of courses taken at any one time, the length of time it takes to achieve the mastery of an individual course or achieving the skills necessary to pass all state testing requirements and graduate. Student academic progress will be constantly monitored and each student will master the curriculum aligned to the Indiana Academic Standards.

Indiana Virtual is partnering with Pearson Virtual Learning powered by Florida Virtual School to provide Indiana students with the next generation of online learning. Combined, we offer the largest array of learning products and services in the world. The virtual online education service which Indiana Virtual will provide to Indiana students is currently being successfully provided to over 250,000 public education students in 49 U.S. States and 46 additional countries. Combined with the utilization of Power School Studio as our Learning Management Platform we are bringing to Indiana the best of current practices and future possibilities for Indiana online education

Virtual education gives the student options of taking post-secondary courses or graduating from high school in three years completing their first year of college or vocation skills training the fourth year.

Address of Proposed School: 2206 E. 96th Street, Indianapolis, IN 46240

Local School District (where school will be located): State Wide

Date School Plans to Begin Operations: Fall of 2011

Date School Plans to Have Students in Attendance: Fall of 2011

If the services of an Educational Management Organization (EMO) will be used, indicate which EMO: Indiana Virtual.

Have you/will you file a proposal to charter this school with another sponsor? N/A

If yes, please list sponsors:

Purpose

Indiana amended its charter school law to enable charter schools to deliver instructional services through the Internet or other online arrangements. This law change presents an exciting opportunity to introduce an innovative, research-based, and effective model of virtual education to Indiana's public education system. Virtual education leverages technology to connect students, parents, and teachers in a 21st century learning community focused on results. Virtual education offers every Indiana child, no matter where they live, access to a high quality public education- and helps to close the digital divide. But technology is only a means to an end, not an end in itself. The goal of providing the best possible education for our children will only be accomplished if we put children first and empower them with high expectations and constant support.

To that end, we have established Indiana Virtual. Our vision is to establish Indiana Virtual not only as a **virtual charter school** in Indiana but as one of the highest performing public schools in the nation, one that engages students, parents, and teachers through technology to provide young Hoosiers with the education and tools they will need to succeed in the 21st Century.

Our proposal is to launch Indiana Virtual immediately. Indiana Virtual will be open to all Indiana students, but will also attract special populations of students, such as gifted and talented students, homebound students, students who travel frequently due to personal and parental commitments, or those who are struggling academically and in need of a quality educational option. In its first year of operation, Indiana Virtual will serve students in grades 6-12, expanding to cover K-12 in succeeding years. The program will strive to serve approximately 500 students across the state in its first year of operation.

The mission of Indiana Virtual is to utilize technology to provide a new and innovative public school education option for students across the State of Indiana, built around a powerful educational model of meaningful parent/student/teacher involvement, provide high-quality, innovative, and individualized public school education to students who, for a variety of reasons, choose to be, or must be, educated in a virtual setting.

Indiana Virtual will increase educational options for all Indiana students by providing them with a comprehensive Indiana standards-based curriculum using state-of-the-art online instructional materials and effective individualized public school education.

Indiana Virtual is premised on the belief (and experience) that given a comprehensive and mastery-based curriculum, high expectations, technology, strong instructional support, guidance from experienced teachers, and a strong commitment from parents (or other responsible adults), a well-conceived virtual education program can help boost student achievement, serve the unique needs of students and families, and offer a new model for effective public education.

Our Commitment:

The student is at the center of every decision we make.

We have built our school on these beliefs:

- The student is the driving force behind every decision we make.
- Every student is unique, so learning should be dynamic, flexible and engaging.
- We are an educational organization that maximizes learning.
- Studies should be integrated rather than isolated.
- Students, parents, community members, and schools share responsibility for learning.
- Students should have choices in how they learn and how they present what they know.
- Students should be provided guidance with school and career planning.
- Assessments should provide insights not only of student progress but also of instruction and curriculum.

The BCI Board of Trustees ("Board of Trustees") will assume ultimate responsibility for all of the operations and the budget of the school. Florida Virtual School was selected based on the proven effectiveness of its curriculum and learning program as demonstrated by state assessment results from the virtual public schools from across the nation that utilize the Pearson's Curriculum and virtual school model and because of Pearson's leadership in the operation and management of virtual public schools.

Indiana Virtual Curriculum is standards-and research-based, content-rich, and meets or exceeds the Indiana Academic Standards. The curriculum is based largely on the Core Knowledge sequence, a highly specific, rigorous sequence of knowledge and skills to guide schools in planning and development of a coherent curriculum. Overseeing the development of the entire curriculum is Pearson. Hundreds of public and private schools nationwide now use this sequence to great effect.

Indiana Virtual Curriculum utilizes research-backed methods with proven effectiveness to boost student achievement by delivering high quality content and regularly assessing mastery.

Indiana Virtual will use the complete Pearson Florida Virtual School Curriculum, which is based on achievement versus seat time. Students will move ahead or slow down as needed which proactively caters to students needs. The Florida Virtual School Curriculum is heralded by the US department of Education as the public online model to emulate. This winner of numerous national and international awards offers 100+ courses including AP, honors, core courses and world language. Electives and college prep. The list below is courses Indiana Virtual will be offering:

2011- 2012 Courses

Middle School

Art

Orientation to Art 2-D 0.5

Business Education

Keyboarding 0.5

World Language

Spanish Beginning 1.0

Spanish Intermediate 1.0

Health & Physical Education

Fitness – Grade 6 0.5

Comprehensive PE – Grades 6 & 7 0.5

Comprehensive PE – Grade s 7 & 8 0.5

Language Arts

Language Arts I/ L. A. I Advanced 1.0

Language Arts II/ L. A. II Advanced 1.0

Language Arts III/ L. A. III Advanced 1.0

Mathematics

Mathematics I/ Math I Advanced 1.0

Mathematics II/ Math II Advanced 1.0

Mathematics III. Math III Advanced 1.0

Science

Comprehensive Science I/ C. S. I Advanced 1.0

Comprehensive Science II/ C. S. II Advanced 1.0

Comprehensive Science III/ C. S. III Advanced 1.0

Social Studies

World Cultures/World Cultures Advanced 1.0

U.S. History/ U.S. History Advanced 1.0

World Geography 1.0

Study Skills

| | |
|--|-----|
| Critical Thinking, Problem Solving & Learning Strategies | 0.5 |
| Reading I | 1.0 |

Middle School Learning Recovery Courses

Mathematics

- Mathematics I
- Mathematics II
- Mathematics III

High School

Business Technology

| | |
|---------------------------------|-----|
| Computing for College & Careers | 1.0 |
| Web Design I | 1.0 |
| Web Design II | 1.0 |

Computer Science

| | |
|----------------------|-----|
| Computer Programming | 1.0 |
|----------------------|-----|

World Language

| | |
|-------------|-----|
| Chinese I | 1.0 |
| Chinese II | 1.0 |
| Chinese III | 1.0 |
| Latin I | 1.0 |
| Latin II | 1.0 |
| Latin III | 1.0 |
| Spanish I | 1.0 |
| Spanish II | 1.0 |
| Spanish III | 1.0 |

Health & Physical Education

| | |
|---|-----|
| Adaptive Physical Education IEP or 504 Plan | 0.5 |
| Fitness Lifestyle Design | 0.5 |
| Health Opportunities through Physical Education | 1.0 |
| Life Management Skills | 0.5 |
| Personal Fitness | 0.5 |

Language Arts

| | |
|---------------------------------------|-----|
| English I/ English I Honors | 1.0 |
| English II/ English II Honors | 1.0 |
| English III/English III Honors | 1.0 |
| English IV/English IV Honors | 1.0 |
| Intensive Reading ~ Conspiracy Code** | 1.0 |
| Reading for College Success | 0.5 |

Mathematics

| | |
|------------------------------|-----|
| Algebra I A | 1.0 |
| Algebra I B | 1.0 |
| Algebra I/Algebra I Honors | 1.0 |
| Algebra II/Algebra II Honors | 1.0 |
| Calculus | 1.0 |
| Geometry/Geometry Honors | 1.0 |
| Liberal Arts Math | 1.0 |
| Pre-Calculus | 1.0 |

Science

| | |
|--|-----|
| Biology/Biology Honors | 1.0 |
| Chemistry /Chemistry Honors | 1.0 |
| Earth Space Science/Earth Space Science Honors | 1.0 |
| Marine Science/Marine Science Honors | 1.0 |
| Physical Science/Physical Science Honors | 1.0 |
| Physics/Physics Honors | 1.0 |

Social Studies

| | |
|---|-----|
| American Government/ American Government Honors | 0.5 |
| American History/American History Honors | 1.0 |
| American History – Conspiracy Code ** | 1.0 |
| Economics/Economics Honors | 0.5 |
| Global Studies | 1.0 |
| Psychology I | 0.5 |
| World History/World History Honors | 1.0 |

Study Skills

| | |
|--------------------------------|-----|
| Thinking & Learning Strategies | 0.5 |
| SAT Prep | 0.5 |

Advanced Placement Program***Advanced Placement courses**

| | |
|-------------------------------------|-----|
| AP Art History | 1.0 |
| AP Biology | 1.0 |
| AP Calculus AB | 1.0 |
| AP Calculus BC | 1.0 |
| AP Computer Science A | 1.0 |
| AP English Language & Composition | 1.0 |
| AP English Literature & Composition | 1.0 |
| AP Environmental Science | 1.0 |
| AP Macroeconomics | 0.5 |
| AP Microeconomics | 0.5 |
| AP Psychology | 1.0 |
| AP Spanish | 1.0 |
| AP Statistics | 1.0 |
| AP U.S. Government & Politics | 0.5 |
| AP U.S. History | 1.0 |

Advanced Placements Exam Reviews

| |
|-------------------------------------|
| AP Art History |
| AP Biology |
| AP Calculus AB |
| AP English Language & Composition |
| AP English Literature & Composition |
| AP European History |
| AP Macroeconomics |
| AP Spanish Language |
| AP U.S. Government & Politics |
| AP U.S. History |

* AP and Advanced Placement Program are registered trademarks of the College Board, which was not involved in the production of, and does not endorse, this product.

** Conspiracy Code courses will be available in spring 2011. Restrictions may apply.

High School Electives

The following high school elective courses are offered through Global School and EasyStart models only. Some software/materials may not be included for select courses.

| | |
|-------------------------------------|-----|
| 3D Art I – Modeling | 0.5 |
| 3D Art II – Animation | 0.5 |
| Computer Aided Design | 0.5 |
| Audio Engineering | 0.5 |
| Computer Literacy | 0.5 |
| Digital Arts I | 0.5 |
| Digital Arts II | 0.5 |
| Digital Photography & Graphics | 0.5 |
| Digital Video Production | 0.5 |
| Flash Animation | 0.5 |
| Game Design | 0.5 |
| Green Design and Technology | 0.5 |
| Introduction to C++ Programming | 0.5 |
| Introduction to Entrepreneurship I | 0.5 |
| Introduction to Entrepreneurship II | 0.5 |
| Introduction to Marketing I | 0.5 |
| Introduction to Marketing II | 0.5 |
| Online Game Design | 0.5 |

Learning Recovery Courses**High School**

English
 English I
 English II
 English III
 English IV

Mathematics

Algebra I
 Algebra II
 Geometry

Science

Biology

Chemistry

Earth Space Science

Physical Science

Physics

Social Studies

American Government

American History

Economics

World History

The program itself entails parents (or other responsible adults) helping guide students through their daily coursework using the standards and research-based curriculum. Parents will be able to login to their student's portfolio by using Power School - Studio Edition Management System.

Teacher's direct students to achieve mastery of learning objectives, providing guidance, instruction, and support to students and parents via e-mail, telephone, in person, and during synchronous learning sessions using Power School – Studio Edition. Teachers will conference with parents and students on a regular basis (a minimum of once a week). Teachers will grade student work, and will be available daily via phone or e-mail when students (or adults) have questions. Indiana Virtual teachers will be located geographically around the state, situated close to their students, working from both Indiana Virtual's central facility as well as remote locations around the state.

Student achievement gains will be continuously measured and reported to students, parents, teachers, and administrators, and the Board of Trustees during the school year. Evaluations at the beginning of the year determine students' current level of competence and correct placement in curricula. Indiana Virtual students will take lesson, unit, and semester assessments built into the K12 program and accessible from the Power Studio as well as in paper form. Students are expected to obtain a mastery level of 80% or higher before they can advance to the next lesson or unit. Students will submit work samples to be included in their portfolios. Each semester, students will receive a report card. Students will fully participate in the Indiana Statewide Testing for Educational Progress-Plus (ISTEP) assessments at the appropriate age levels.

Indiana Virtual will combine flexibility and individualized instruction with high accountability. The school will serve as an innovative public school option, open to every student in the state regardless of where they reside, and, with teachers and parents, providing students with a high quality education to achieve the highest levels of success.

Educational Mission Goals

A. Indiana Virtual Mission Statement

Indiana Virtual, a highly effective public virtual charter school, provides an individualized standards-based education for students in the State of Indiana. Our team of hard working, highly qualified staff works as partners with parents to provide an innovative and challenging education that focuses on traditional instructional models to promote mastery of the Indiana Academic Standards. Indiana Virtual believes parents are integral in the acquisition of knowledge and works to increase student learning, promote character, and provide skill mastery through the use of technology and the Pearson Florida Virtual School curriculum.

B. Measurable Academic and Non-Academic Goals

The BCI Board of Trustees, administration, and teaching staff will share a common vision for student success that is measurable and meaningful. We view it as our responsibility to educate the whole child, and feel that the tools for success lie in a strong foundation in academic content. The following are goals the school will strive to accomplish in its initial five years of operation:

1. Academic Goals:

(a) Students will demonstrate mastery of a curriculum that meets or exceeds the Indiana's Academic Standards:

- In all grades, all students will master the Pearson Florida Virtual School Curriculum aligned to Indiana Academic Standards, attaining the knowledge and skills that Indiana has identified students should acquire in each subject area and at each grade level.

- All students in grades 6 through 8 will demonstrate their mastery in reading and math through participation in Indiana's state assessment program, the Indiana Statewide Testing for Educational Progress (ISTEP). On average, students will perform at or above the proficient level on the ISTEP. Grade 10 will fully participate in ECA's.

- All students will participate in state, sponsor, and school required assessments.

(b) ISTEP:

(1) For students in grades 6-8, Indiana Virtual expects to achieve at least the following percentages of students who will attain proficiency for every grade level assessed by the ISTEP in both English/Language Art and Math for Indiana Virtual’s first five years of operation:

| Fall Testing Year (School Year) | Percentage of Indiana Virtual Students Attaining Proficiency | |
|---------------------------------|--|-------|
| | English Language Arts | Math |
| Fall 2011 (SY 2011-12) | 65.7% | 64.3% |
| Fall 2012 (SY 2012-13) | 72.6% | 71.5% |
| Fall 2013 (SY 2013-14) | 72.6% | 71.5% |
| Fall 2014 (SY 2014-15) | 72.6% | 71.5% |
| Fall 2015 (SY 2015-16) | 79.5% | 78.7% |

(2) For all students participating in the ISTEP, Indiana Virtual will attain a Participation Rate of 95 percent or greater.

(c) Requires one-on-one testing using trained teachers.

(d) Students in grades 6 - 12 will demonstrate proficiency in language arts:

Students will develop and use the conventions of successful composition: spelling, grammar, mechanics, and penmanship.

- Students will develop and use an advanced vocabulary in verbal and written communications.
- Students will grasp meaning, content, tone, and style from a variety of genres (i.e., fiction, poetry, essays, news articles).
- Students will gain exposure to as well as an appreciation for great works of literature. Students will master the skills of the writing process: researching, brainstorming, drafting, revising, editing, and publishing.
- Students will develop and use a variety of writing strategies appropriate for different audiences and purposes-persuasive, creative, descriptive, and research writing-by the end of eighth grade.
- Students will demonstrate their proficiency in language arts through participation in the state testing program. On average, students will perform at or above the proficient level on the ISTEP and ECA’s.

(e) Students in grade 6 - 12 will demonstrate proficiency in mathematics:

- Students will understand and apply basic and advanced properties of numbers (ranging from the concept of whole numbers to the theorems of roots and exponents).
- Students will use basic and advanced procedures while performing computations (ranging from adding whole numbers to simplifying radical expressions).
- Students will understand and apply basic and advanced properties of the concept of measurement (ranging from determining length and width to the acceleration of the Space

- Shuttle).
- Students will understand and apply the basic and advanced properties of algebra, geometry, statistics, and probability.
 - Students will apply mathematical skills to solve real-world problems.
 - Students will demonstrate their proficiency in mathematics through participation in the state testing program. On average, students will perform at or above the proficient level on the ISTEP and ECA's.
- (f) Students will develop a strong foundation of knowledge, facts, and skills in History, Geography, Civics, Science, Art, Music, Economics, and other disciplines:
- Students will use this base of information to understand the important connections among these disciplines and their application in daily living.
 - Students will be able to identify and draw on these interdisciplinary connections when faced with complex issues and problems, demonstrating an ability to approach them from multiple perspectives.
- (g) Students will develop critical reasoning and higher-order thinking skills:
- Students will demonstrate the use of problem-solving and analytical techniques on open-ended questions.
 - Students will demonstrate the ability to recognize alternative positions and evaluate their validity.
 - Students will be able to analyze, synthesize, evaluate, and apply their knowledge.
- (h) Students will acquire skills in both art and music as part of their aesthetic development:
- Students will understand and implement artistic and musical techniques.
 - Students will know and be able to speak intelligently about great works of art and music.
 - Students will develop a sense of the history of art and music and how ideas, movements, and trends from one era inform another.

2. Non-Academic Goals:

To create a powerful partnership between satisfied Indiana Virtual parents and teachers, combining forces to ensure that children receive individual attention and achieve academic excellence.

- This goal will be measured in two ways:
 - (1) Parental satisfaction: 70% or more of parents or other responsible adults in 20011-2012, 80% or more of parents or other responsible adults in 2012-2013, and 90% of parents or other primary adults in 2013-2014 will be satisfied with the academic progress their student is making while enrolled in Indiana Virtual; and
 - (2) Professional Development: 95% of Indiana Virtual teachers each year will participate in networking and professional development opportunities with the goal of improving student academic achievement in math and reading. This goal is measured by the percentage of Indiana Virtual teachers participating in professional development.

Parents and teachers will help us to continuously evaluate the operation and governance of the school online using Power School – Studio Edition. Indiana Virtual will interact with parents and teachers online continually to determine their satisfaction with the curriculum, instruction, working with the lessons, student progress, student attitude towards learning, communication, and interaction with other students and parents. Parents and teachers will be offered the opportunity to give critiques and/or testimonials about the program.

(b) Students will be responsible for the improvement of their school and local community:

- All students will participate in assessments required by the school, including the ISTEP and ECA's. This goal is measured based on the percentage of students participating in required assessments.
- Students will participate in school activities and events (whether electronically or physically).
- Students will be encouraged to volunteer in their communities on civic projects.
- Students will learn about individuals who have contributed their talents and efforts to improve our country and our world.

(c) Students will develop important personal traits such as honesty, courage, loyalty, personal responsibility, perseverance, respect for others, and diligence:

- Students will take responsibility for their actions and will be asked and encouraged to Learn from their mistakes.
- Students will demonstrate an ability to work in teams and will work toward personal, team, and school goals.
- Students will understand and be able to explain the value of our country's vibrant Diversity and common civic heritage.
- Students will demonstrate respect for others in school, community, and extracurricular activities and an appreciation of differences among individuals and groups.

(d) Students will develop effective work habits and skills that will prepare them for the demands of school, society, business, government, and civic affairs:

- Students will learn to work effectively with technology and become proficient users of software, e-mail, and the Internet.
- Students will participate in regular conferences with teachers and parents. This goal is measured by actual student participation in weekly conferences.
- Students shall submit the required work. Indiana Virtual teachers shall provide
- feedback at least once a week on the samples provided. This goal is measured based on the work submitted.
- Students will develop an understanding of the dynamics and importance of entrepreneurship.
- Students will learn to collaborate effectively with other students.
- Students will be expected to meet deadlines and make clear and compelling multimedia presentations.

- (e) Students will rise to meet high expectations of performance:
- Students will be expected to give their best effort in their schoolwork.
 - Students will respect their parents, teachers, and fellow students and abide by the school's guidelines and rules.
 - Students will learn to interact maturely with peers and adults.
 - Students will conduct themselves with integrity at all times.
- (f) Students will learn habits of healthy living:
- Students will attend to their social, emotional, and physical well-being.
 - Students will learn to balance school responsibilities with the other demands of their lives (personal, family, social, athletic, artistic).
 - Students will engage in social activities to enrich their academic work with real-world experiences.

Governance Structure

A. Description of Organizing Group

The Board of Trustees reflects a broad diversity of expertise and interests from across the State of Indiana. The Board of Trustees are parents, community and civic organization members, entrepreneurs, teachers, businesspeople, and public sector leaders. The Board of Trustees is united in a commitment to help expand the range of quality educational opportunities that are available for all Indiana children and believes that it can achieve this vital objective by using the power of the Internet and the Pearson Florida Virtual School program.

The Board Members' individual track records demonstrate successful performance in education, business, and a commitment to our communities and the State of Indiana. Together with our shared commitment, vision, abilities, and records of accomplishment, the Board of Trustees believes it can successfully design, shape, and govern Indiana Virtual and establish it as one of the highest performing schools in the state, a school that engages students, parents, and teachers through technology to provide young Hoosiers with the education and tools they will need to succeed in life.

The Board of Trustees will serve as both the main organizer to establish Indiana Virtual as well as the school's founding Board of Trustees. The Board of Trustees' primary purpose, aside from these roles, will be to build knowledge, understanding, and support among Hoosiers for Indiana Virtual and virtual education. As the school and virtual education grow in Indiana, the Board of Trustees is committed to broadening the base of individuals committed to participating in the work of leading the school's vision and mission.

B. Role of Organizing Group

The Board of Trustees' major roles and responsibilities will include establishing and approving all major educational and operational policies as they relate to the school, approving all contracts, approving the school's annual budget, overseeing the school's fiscal affairs, and monitoring Indiana Virtual's performance under and compliance with its contract with the school. The Board of Trustees will also be responsible for ensuring compliance with its charter agreement and oversee the evaluation and accountability process agreed to in the charter. BCI is established as a nonprofit corporation pursuant to Indiana law. A copy of the BCI's Certificate of Incorporation is contained in Attachment A. The school will be governed pursuant to the bylaws adopted by the Board of Trustees and subsequently amended pursuant to the amendment process specified in the bylaws.

The composition of the Board of Trustees will reflect the school's mission and vision. Consideration in the election will include:

- Commitment to the school's mission and vision
- A desire to help the children of Indiana improve their educational prospects and character development
- Professional educational and/or practical experience, including legal and financial expertise
- A diversity of backgrounds, interests, and expertise.

The Board of Trustees will assume ultimate responsibility for all of the operations and the budget of Indiana Virtual. The major roles and responsibilities of the Board of Trustees include:

- Financial development and management;
- Fiduciary;
- Academic program;
- Coordination of long-term planning;
- Setting a framework for the budget process and authorizing the annual budget; and
- Approving large resource expenditures, significant program changes, expansion into new program areas, and building and facility issues.

The Board of Trustees shall have the power and responsibility to engage in the following acts, by an affirmative vote of the majority of the members:

- Sign a written charter
- Establish and maintain all policies governing the operation of school;
- Adopt the school calendar;
- Adopt the school policy on evaluation and reporting of assessments;
- Adopt the annual budget and conduct an annual independent audit of school's finances;
- Create or increase indebtedness;
- Adopt courses of study;
- Designate depositories for school funds;
- Enter into contracts with and make appropriations to a school district, or area vocational/technical school for the school's proportionate share of the cost of services provided or to be provided by the foregoing entities;
- Enter into contracts with and make appropriations to organizations (both for-profit and non-profit) and appoint nonvoting members of the Board of Trustees; to hold hearings regarding recommendations of suspension or expulsion of students.
- Authorize a committee of the Board of Trustees or appoint a qualified hearing examiner to hold hearings regarding recommendations of suspension or dismissal of employees with or without cause. Specifically, the Board of Trustees shall, via the approved policies of the school, convene to hear the recommendations of Indiana Virtual. regarding any employee issue. Following the Head of School (HOS), the Board of Trustees shall 1) make a determination based on the information obtained at that meeting; or 2) authorize a committee to gather additional evidence, as needed and appropriate, for the Board of

Trustees' review of the issue. Thereafter, the Board of Trustees may render its final decision based on all evidence obtained and in conformity to the employee's Employment Agreement.

- Monitor the performance of the school based on a variety of information, including student performance and parent and staff satisfaction
- Serve as a board of appeals with respect to complaints arising out of the school's operation that cannot be resolved by the staff, the HOS, or other school administrators; and
- The Board of Trustees may exercise whatever other powers may be necessary to further The mission and operation of the school.

C. Organizational Chart: An organizational chart showing the relationship between all parties involved in the development and ongoing operation of the Indiana Virtual Charter School is contained in Attachment B.

D. Organizing Group and Board Members: The founding Board of Trustees of BCI and their towns of residence are as follows:

Chair, Jim E. Tilford, Carmel, Indiana
 Thomas H. Stoughton, Carmel, Indiana
 Dr. Linda Cheezum, Mooresville, Indiana
 Jeffery Sparks, Indianapolis, Indiana
 Chris King, Fuquay-Varina, South Carolina
 Sue Richardson, Indianapolis, Indiana
 Lou Moonshower, Bloomington, Indiana

E. Board Policy Development and Decision: Making Policy development is a combination of state, local, and authorizer requirements for the operation of the school. School administrative staff will recommend to the Board of Trustees policies that are required to be in place for the safe and legal operation of Indiana Virtual. Such policies may include health and safety, child abuse reporting, outing rules and regulations, internet safety, etc. Other policies will be developed through faculty committees functioning to assure that the instructional program remains of high quality and the work situation of staff is conducive to learning. The committees consist of the following, but not necessarily limited to: school environment, policy review, Parent/Student Handbook, grading, promotion etc.

In this context, the school administration is staff to the Board of Trustees. The staff responsibilities will be to assist in policy development as well as have the authority to carry out policies once they have been adopted by the Board of Trustees. It will be the Board of Trustees' responsibility and authority to approve the educational and operational policies of the school and to hold the administrative staff accountable for the proper implementation of policies.

Management Structure

A. School Management

The BCI Board of Trustees will assume ultimate responsibility for all of the operations and the budget of the school. The Board of Trustees intends to enter into a services agreement for educational, administrative, and technology services related to the operation of Indiana Virtual.

The Board of Trustees will be responsible for monitoring Indiana Virtual performance under and compliance with the terms of the services agreement. The Board of Trustees will identify an audit firm and will arrange for an independent audit of the school's financial condition on an annual basis.

All administrative staff will be employees of Indiana Virtual, including the Head of School (HOS) and other positions such as the Assistant Head of School, Director of Special Education, Director of Technology, and the Manager of Operations and Personnel Business Manager. All administrative hires will be the responsibility of Indiana Virtual.

Indiana Virtual administrative staff will manage the school, handling all day-to-day academic, operational, and management issues. These school leaders will be certified administrators with leadership experience as school principals or school leaders. Staff will be expected to demonstrate expertise in curriculum, instruction, assessment, finance, facilities, business management, governance and administration. Indiana Virtual administrative staff will be structured based on the school's education program and projected enrollment. The organizational chart reflecting the administrative structure of the school can be found in Attachment B. The staffing matrix showing employee positions for the school for years 1-5 is contained in Attachment M.

B. Administrator Qualifications and Roles

The Indiana Virtual administrative staff will manage the school and handle day-to-day academic and operational issues. The administrative staff will assist in the development of policies concerning educational and operational issues of the school for the Board of Trustees' consideration and adoption, but the Board of Trustees itself will retain ultimate responsibility for the adoption of school policies.

Indiana Virtual administrative staff will have leadership experience. They are expected to demonstrate expertise in curriculum, instruction, assessment, finance, business management, governance and administration. The administrative staff has been structured based on the school's education program and projected enrollment. The following are the administrative positions reflected in the Indiana Virtual Organizational Chart (see Attachment B.) with the qualifications and role of each administrator.

Head of School: The Head of School will serve as the chief liaison to the Board of Trustees. The HOS will be responsible for developing and implementing the school's mission, vision, and strategic planning. The HOS will oversee academic and operational aspects of school, including curriculum, assessment, instruction, special education, English Language Learners, technology and staff development. The HOS creates a school culture of achievement, and nurtures a strong relationship among all school staff, families, and students; the Board of Trustees, and the Office of Charter Schools.

Qualifications: Masters degree or equivalent work experience. School administration and school finance and business experience. Experience working with school boards. Experience working with local, state, and federal laws and reporting. Great organizational and time management skills. Flexible schedule. Proficient in MS Excel, MS Word, and Outlook. Experienced with Internet. Experience using a student information system or other database. Strong written and verbal communication skills.

Assistant Head of School: The Assistant Head of School (AHOS) will be the Head of School's true complement. The AHOS may be asked by the HOS to assist in every aspect of his/her job description and will be responsible for reporting to state and local authorities. The AHOS may be asked to help the HOS complete any or all of the following:

- Ensure that the academic and social programs of the school meet the vision and terms established in its charter agreements
- Create an environment where meeting and supporting the needs of students, families, and staff is the central focus of the administration
- Develop and implement the school's policies and oversee the writing of its handbooks
- Develop and maintain relationships with districts and the state
- Work with the Director of Operations and Personnel Business Manager to oversee all business operations including: budget development, cash flow reports, payroll, retirement plans, health benefit programs, and any other business or personnel issues
- Ensure that all reporting requirements are met in an accurate and timely manner (including school report cards and all district, state, and federal reports)
- Work with the Director of Special Education to ensure that the school is meeting the needs of our students and is following the requirements of all applicable local, state, and federal agencies
- Prepare the administration to meet the requirements of all internal and external audits
- Pursue accreditation procedures for the school
- Oversee the creation of grant proposals
- Be able to use the school's main software programs
- Organize and lead student recruitment events across the state
- Help develop all public relations, communications, and marketing plans
- Attend (and present at) professional conferences
- Delegate responsibilities from the list above to the appropriate members of the administration

Qualifications: The qualifications for the AHOS are the same as those for the HOS.

Business Manager: The Business Manager is responsible for day-to-day operational affairs of the school, including budget, bookkeeping, record keeping, cash collections and disbursements, vendor contracting, security, and other non-academic matters.

Director of Technology: The Director of Technology is responsible for the set-up and maintenance of the office technology systems and technology training of administrators, teachers, and parents. The Director of Technology monitors and tracks student information through the OLS and oversees moderation of school discussion boards. The Director of Technology is fluent with all school technology, databases, and software, and works directly with students as necessary.

Office Administrator: The Office Administrator will work to support the efficiency of the administrative office in a variety of ways. Among the position's responsibilities, the Office Administrator will:

- Assist in maintaining contacts with families, teachers, and other community members
- Assist in the preparation and publication of newsletters
- Assist in all aspects of the enrollment process
- Be trained to use the Power School – Studio Edition student information system
- Assist in the handling of all student information reporting
- Assist in the management of all employee benefits
- Manage all incoming calls
- Oversee the inventory and maintenance of all office equipment, supplies, and services
- Manage travel arrangements
- Copy, fax, mail, and scan materials for the school
- Coordinate special events
- Create and maintain contact database
- Create and maintain administrative calendars

C. Housing of Administrative Staff: The Indiana Virtual administrative staff will be housed at a central administrative office.

Contracting with an Education Management Organization

A. The BCI Board of Trustees will enter into a services agreement for educational, administrative, and technology services related to the operation of the school with Indiana Virtual.

B. The Board of Trustees selected Indiana Virtual and Pearson Florida Virtual School based on the proven effectiveness of the Florida Virtual School's Curriculum and learning program as demonstrated by state assessment results from the virtual public schools utilizing the curriculum across the country and because of Pearson's national leadership in the operation and management of virtual public schools.

BCI will be patterned after the virtual academy model created by **Florida Virtual School**.

C. Rights of the School

BCI does not plan to own any property, except perhaps office furniture, but instead plans to lease a facility from a third party to house its administrative staff. To ensure that the school can secure the lease, BCI will sign as a guarantor if the landlord requests. The facility will be used for the school's purpose of operating the school.

With regard to curriculum, Indiana Virtual will use the Florida Virtual School Curriculum and OLS. The school has the right to use the curriculum after paying a license fee that includes an up-front charge and monthly charges.

With regard to the selection and supervision of employees, under the school's services agreement with BCI, it is Indiana Virtual's responsibility to recruit, interview, and recommend the hiring of employees. BCI will contract with Indiana Virtual to supervise the day-to-day performance of the employees.

D. Contingency Plan

Absent a significant change in law, funding, or operating circumstances that might call into question the very existence of BCI charter and thus the termination of the relationship between BCI and Indiana Virtual, the services agreement between BCI and Indiana Virtual provides that either party may terminate the agreement upon 24 months written notice to the other.

In the event that Indiana Virtual services were terminated, the Board of Trustees would utilize the time it has under the termination provision of its contract with Indiana Virtual to either secure the services of another education management firm to provide management services to the school upon the expiration of Indiana Virtual services. In the alternative, the Board of Trustees would also have available the option to directly hire school administrators to operate the school under the direct supervision of the Board of Trustees.

E. Verification of Policy on Contracting with EMO: BCI and Indiana Virtual verify they will adhere to the requirements of the Office of Charter School's *Policy on Contracting with Educational Management Organizations*. A copy of the services agreement between BCI and Indiana Virtual identifying the provisions of the Office's policy as they related to the services agreement is contained in Attachment C.

Curriculum and Instructional Methods

A. Description of Educational Program

A description of the educational program that Indiana Virtual will utilize is contained in Attachment D. It will include the following course overview:

- **Accreditation-** Indiana Virtual core course curriculum has been approved by the NCAA. The NCAA only approves core area courses. Elective courses are not approved by NCAA as they are not part of college entrance requirements.
- **Teacher involvement** - Every Indiana Virtual course is taught by highly qualified instructors—experts in their subject matters. Teachers and students interact regularly through email, voice mail, telephone conversations, and instant messenger. Teachers are available daily, as well as during weekend hours. Students are encouraged to contact the teacher when there is a need of any kind. Teachers speak via telephone with students and their parents at least once per month.
- **Completing Assignments** - Upon entering the course, students have access to ALL assignments, but access to tests or quizzes may not be available until certain assignments have been completed. Students move sequentially through the course but may be allowed to move ahead or test out of certain areas, pending instructor approval.
- **The Grade Book** -Every graded assessment is recorded in the student's personal grade book, which is available to ALL parents who know the student's user name and password—something we highly recommend! Routinely monitoring grades allows you to see student progress over time. All graded assignments and current overall grade average are available for viewing.
- **Work Load Expectation** - Each student is required to submit a specific amount of work each week to maintain the appropriate pace decided on by teacher and student. The number of required weekly submissions depends on the course taken. Failure to maintain pace results in warnings, reduced grades and, if unheeded, withdrawal from the course.
- **Honors Credit-** If you like a challenge, we believe you should have the opportunity to try honors courses. To do so, simply alert your teacher of your goal, and then complete the honors assignments in the course. If the assignments prove to be above your skills, you may drop back to regular credit with no penalty. Just be sure to communicate with your teacher.
- **AP Courses** - The AP* courses are college level classes. Recommended minimum grade level to take AP courses is 11th grade. If a qualifying score is received on the spring

exam, participating colleges may offer credit or waive requirement for equivalent courses.

- **AP Exam Requirements:** - Indiana Virtual AP courses are designed for students to achieve college credit. Students are required to take May AP Exams as part of Indiana Virtual AP course requirements. AP course credit will not be issued to a student's high school transcript until verification of participation in an AP Exam. This occurs at the end of May each year.

B. Scope and Sequence and Curriculum

A list of the courses included in the Indiana Virtual educational program and a general scope and sequence of the courses for grades 6 - 12 are contained in Attachment E.

C. Increasing Student Achievement

Indiana Virtual will utilize the Florida Virtual School Curriculum and learning management system for its educational program. The Florida Virtual School Curriculum is standards-and research-based, content-rich, and meets or exceeds Indiana Academic Standards. The curriculum utilizes research-backed methods with proven effectiveness to boost student achievement by delivering high quality content and regularly assessing mastery. It is based largely on the Core Knowledge sequence, a highly specific, rigorous sequence of knowledge and skills to guide schools in planning and development of a coherent curriculum.

The educational program involves parents (or other responsible adults) who guide students through their daily coursework using the research-and standards-based curriculum developed by Florida Virtual School. Parents and students log in to the program via a specially designed Indiana Virtual website. Lessons have teaching components, practice components, assessments, and optional challenge programs. The self-paced nature of the program means that some students can dig deeply into the rich curriculum, while students having difficulty can spend more time attaining mastery. The Florida Virtual School-developed lesson plans and curriculum-based assessments guarantee consistent quality access for all students.

Indiana Virtual educational program will also utilize Indiana-certified teachers who will work closely with parents and oversee the learning of each child. Teachers will conference with parents and students on a regular basis (a minimum of once a month) to discuss their child's academic progress. Teachers will also plan and supervise monthly outings, including field trips, providing students with additional learning opportunities connected with their course of study.

As part of the program, student achievement gains will be continuously measured and reported to students, parents, teachers, and administrators during the school year. Diagnostic tests at the beginning of the year determine students' current level of competence and correct placement in the math and English/Language Arts curricula. Indiana Virtual students will take lesson, unit,

and semester assessments built into the program and accessible online. Students are expected to obtain a mastery level of 80% or higher before they can advance to the next lesson or unit.

The assessment component can generate detailed and ongoing data on academic achievement. Data from assessments are entered into the system, and are compiled to create a steady stream of data about student performance toward mastering specific learning objectives. A student will move on to more advanced work only after demonstrating mastery of the material in question. The system can notify parents and teachers that a child is beginning to fall behind, allowing teachers to intervene in a proactive, timely way. Together, Indiana Virtual educational program works to ensure student progress is continuous and that students make steady academic gains to keep them at or above grade level.

For those students entering Indiana Virtual performing below grade level, Indiana Virtual will employ learning strategies customized to individual student needs. Initial performance will be assessed using report cards, standardized tests, or placement tests for incoming students.

Academic Improvement Plans (AIPs) will be developed for each student entering Indiana Virtual performing below grade level. AIPs are agreements among the student, teacher and parents that set out individualized learning plans to provide students with additional supports so as to enable them to make additional learning gains that will bring them up to grade level. For example, below grade level students would not complete any optional lessons so they are on a faster track to master skills and move on. These students might also participate in teacher-led sessions of instruction and assessment where an Indiana Virtual teacher may combine several lessons in one session and the student will take multiple assessments after the session to make faster progress.

Indiana Virtual teachers will also have the discretion to determine whether students who have completed 80 percent of one year's math or language arts course can move on to the next year's course, accelerating their progress. For example, a 7th grade student who started the school year in 6th grade math, might be promoted to 7th grade math with the start of the second semester after completing 80 percent of the 6th grade math course and taking the end of course assessment in the first semester. This approach would allow the student to begin the next course in the spring and work through the summer, if necessary, to reach grade level in time for the 6th grade.

In the Florida Virtual School program that Indiana Virtual will utilize 100% of instruction to students will take place through virtual distance learning under the direction of Indiana certified and highly qualified teachers. Students will work from their home and be guided by parents (or another responsible adult) through their daily course work using a standards-and research-based curriculum developed by Florida Virtual School and aligned to Indiana Academic Standards. Students will logon the Internet and work through daily lessons.

The instructional program is led by Indiana certified teachers who will assist students to achieve mastery of learning objectives. Teachers will conference with parents and students a minimum of once a month. Teachers, parents and students will typically conference either by phone, but conferences will also include in-person meetings that take place outside the student's

residence, usually some place in the community convenient and accessible such as a library or community center, where teachers will review student progress and work samples directly with parents and students. Students will also take required criterion-referenced (ISTEP) assessments outside their homes in proctored setting around the state. In addition, students may also attend outings, including field trips or other learning opportunities, that are planned and supervised by their teachers and will bring students together with other students and families to allow for socialization and help build school community. Students will also have the opportunity to attend outings arranged by other Indiana Virtual teachers, providing multiple instructional opportunities outside the home as well as a chance to learn and socialize with students from other classes and their families.

D. Educational Program Delivery

As a virtual public charter school, Indiana Virtual will be open to all students throughout Indiana by law and design. The mission of Indiana Virtual will be to empower students throughout the state with an innovative and effective educational program that will help them develop into active, thoughtful, and responsible citizens. Indiana Virtual will ensure every student and family, no matter where they reside in Indiana, has equal access to a high quality educational program.

Upon enrollment, Indiana Virtual will conduct parent orientation sessions throughout the state and available to all families. Every parent and student will have the opportunity to meet Indiana Virtual administrative and teaching staff as well receive information about navigating the program, technical support, lesson delivery, effective communication, and school policies. Parents will receive a "Start-up Guide" that provides guidance on getting their child started with the Florida Virtual School program, including tips and advice about getting organized. Parents will also be taught how to be effective instructional coaches, under the guidance of highly qualified and certified teachers. Indiana Virtual will conduct parent information sessions throughout the school year.

Every student will also be assigned an Indiana-certified and highly qualified teacher to assist and guide students in achieving mastery of learning objectives. Teachers will be located geographically throughout the state. Teacher hiring will be done regionally so as to ensure that students will be served in the areas in which they reside. All students will have regular contact with their teachers, including bimonthly conferences that will include their parents, to review student progress through the program.

All students throughout the state will also have access to teacher-planned and -supervised monthly outings, including field trips or other learning opportunities.

E. Appropriateness of Education Program

The school will target students who can benefit most from a self-paced, individualized instruction that is delivered in a virtual setting via technology.

These students are members of the "millennial generation" (born between the years of 1976 - 2000) and have come of age along with the Internet. They represent 36% of the total U.S. population and are the largest generation at this time. They use the computer and Internet more than any other age group (90% of children between the ages of 5 and 17 use computers). They define community as a digital place of common interest, not just a shared physical space.

Students must have access to a responsible adult who is available on a daily basis to assist with the student's instruction for learning will take place individually or in a small group setting away from the traditional classroom.

F. Credit for Course Completion

The Florida Virtual School Curriculum is a challenging, mastery-based curriculum. This means that each lesson teaches important concepts and builds upon previous lessons. Florida Virtual School has identified the core lessons which need to be completed to ensure mastery of a course. The remaining lessons are designed for review and reinforcement of the concepts taught in the core lessons. It is in the student's best academic interest to master all of the core lessons in a course before moving on to the next course.

If a student completes a course mid-year they can work with their teacher to request that they advance to the next course level.

At the end of the school year, a teacher will request new courses for the following school year for those students who have 85% completion of the core lessons. In order to ensure that a student does not miss any significant concepts, it is encouraged that they complete the remaining 15% of the core lessons and reach 100% completion before beginning the new curriculum in the coming school year. This can be done during the summer.

In some cases a student may not be ready for the next curriculum level. This is acceptable as course level promotion does not affect the student's promotion to the next grade level at the end of the school year. In these cases, a student will begin the new school year by completing their previous year's curriculum. The extra time spent in the curriculum can help ensure your student's mastery of it and help ease the transition between the school years.

G. Level of Participation in Instructional Activities

Students will receive a mid-year progress report at the end of the first semester. Students will receive either a P for Progressing Adequately, or an N for Needs Improvement. Progress reports are a snapshot of a student's progress on a given day and will be part of the documentation maintained by the school. Through the OLS, parents, teachers and school administrators will have continuous access to a student's progress.

Indiana Virtual proposes to use the following grading scale to evaluate a student's progress at the end of the school year:

- A 100 - 90 Outstanding performance
- B 89 - 80 Above average performance
- C 79 - 70 Average performance
- D 69 - 60 Below average performance
- F 59 - 0 Failing
- W/N Withdrawn - No grade (No academic penalty)
- W/F Student withdrew with unsatisfactory performance

Students who enroll after the start of school or have special needs requiring an Individualized Education Plan will work with their teacher to determine appropriate progress expectations for the school year.

With respect to grade level promotion, Indiana Virtual starts with the expectation that most of our students who regularly attend school will be promoted to the next grade level by the end of the school year. Grade-level promotion is not based solely on percentages; numbers of lessons completed, or test scores. Rather, grade-level promotion is based on a more comprehensive view that includes satisfactory progress in skill development, acceptable attendance, prior school experience, and achievement on lesson assessments. As would be the case in a traditional classroom, students at Indiana Virtual will exhibit a significant range of achievement in a certain grade and most students in this range will move to the next grade.

Each student's report card will include a narrative in each core subjects (math, Language Arts, history, science, art, and physical education) of the student's progress in both academic and non-academic development. These narratives will draw upon evaluations of work samples, standardized test scores, individualized instruction sessions, and student group projects. Also included will be results, if available, of all standardized test scores, including the ISTEP wherever applicable. Parents will be trained to understand how to read the results of all standardized test scores.

H. Authenticity of Work

The Florida Virtual School program ensures the authenticity of student work through a variety of steps. As part of the educational program, student work is continuously monitored, measured, and reported to students, parents, teachers, and administrators during the school year. Students take lesson, unit, and semester assessments built into the Florida Virtual School program and

accessible from the Power School – Studio Edition. Data from both online and offline assessments are entered into the system, and compiled to create a steady stream of data about student performance toward mastering specific learning objectives. This data stream is reviewed and analyzed by the school's teachers on a regular basis. The system is designed to help the parent, teacher, and student see that the student is achieving important learning objectives, and flag areas in which the student might need extra work. It also provides accountability and built-in transparency to student work, allowing teachers to intervene in a proactive, timely way.

Coupled with the assessment system, the school will also employ a system of qualitative evaluation with its Power School – Studio Edition. Teachers will meet with parents and students in his/her class on a regular basis. Meetings will take place by phone and conference. Meetings will focus on the student's portfolio for that academic period and students will bring a work sample from designated subject areas to each meeting. The meetings allow teachers to work directly with students, to elicit feedback regarding the concepts covered in the previous learning period, and to collect original work samples for their learning portfolio. Students will share their work and evaluate their own progress, and teachers can use their record of observations and the collection of student work to validate academic progress or highlight learning concerns. Students will reflect on his/her work for that time period and the reflection will be captured on the portfolio record. Portfolios will be used to contextualize formal assessments, provide a comparison for standardized test results (student performance on such tests can show day-to-day variation) and demonstrate progress toward identified outcomes and state standards. These portfolios will be kept in the student's permanent file.

I. Final Exam Policy

The purpose of the final exam is to assist in validating that students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of student achievement; however, students are required to take and successfully pass a final exam in all Indiana Virtual courses. In order to maintain the integrity of all Indiana Virtual grades, instructors may choose to facilitate random oral assessments.

School Calendar and School Day

Indiana Virtual proposed school calendar for school year 2011-2012 is contained in Attachment F.

Indiana Virtual students will follow a self-paced schedule according to the instructional model of attending school a minimum of six hours per day for grades 6-12, five days per week, thirty-six weeks per year thereby providing at least 180 instructional days per year. Attendance records will be submitted to teachers by parents on a regular basis. Teachers will also be able to monitor daily student attendance through the Power School – Studio Edition. Teachers will be responsible for submitting attendance records to Indiana Virtual in accordance with Indiana Virtual rules.

Personnel Plan

A. Academic Integrity: The Indiana Virtual Non-Negotiable

Academic integrity, along with hiring the best and the brightest instructional staff, is one of our core values. It is one of the most important things we do as a learning organization and is the cornerstone of all learning at Indiana Virtual. Done well, students will make decisions based on ethics and values that will prepare them as productive, meaningful, and ethical citizens.

Academic Integrity: Focus for Staff

- An Academic Integrity Manager oversees all issues relating to questionable academic practices and is available to assist and coach teachers in academic integrity awareness.
- Each student and their parent/guardian signs an integrity agreement during the registration process, and receives academic integrity education and information.
- Rapport with students is established and maintained. Instructors are trained to get to know their students and the caliber of their work so discrepancies in student performance are recognized.
- Discussion-based assessments are conducted periodically throughout all courses.
- Indiana Virtual staff randomly proctor face-to-face exams. Any student may be assigned to a proctored exam at any time.

Academic Integrity: Focus on Technology

- Content specific to academic integrity is embedded in each course and discussed during the student's Welcome Call with the teacher.
- Indiana Virtual maintains an academic integrity database to track repeat offenders.
- All instructors use myriad technologies to check student work for authenticity.

Because of its preeminence in all of our instruction, there are a variety of tools that we use in ensuring the integrity of student work.

Among these tools are:

- Academic Integrity Database - Indiana Virtual maintains its own database of student integrity incidences. This database is used to monitor the number of student integrity issues.
- Teacher Expertise - Indiana Virtual instructors have extensive experience. Their expertise is often a guide in identifying the level of originality in student work.
- Discussion Based Assessments - Each teacher regularly conducts discussion based assessments with his or her students.

These conversations occur at specific intervals as well as randomly in a course and are included in the assessment component of each course. The teacher discusses individual student work and

extends the conversation to allow the student to demonstrate mastery of the content and to verify the authenticity of the student's work.

B. Teacher Employment

Indiana Virtual will employ teachers who are experienced educators, and meet state teacher certification requirements. Florida Virtual School will assist the school in supervising teachers, including master and lead teachers. Indiana Virtual teachers will have a Bachelor's or higher degree, state certification, and demonstrate competency in either elementary education or in a secondary subject area depending on the grade level or subject they will teach. Each teacher will also demonstrate technological competency via a technology skills test prior to employment. Depending on the students enrolled, teachers and other staff with bilingual skills will be recruited and hired. The faculty will include regular (master and lead) and special education teachers at the elementary, middle, and high school levels.

C. Coordination of Instructional Activities

Indiana Virtual certified and highly qualified teachers, who will work from both the Indiana Virtual central facility as well as remote locations across Indiana, will be located close to the students in their class. Teachers will oversee the learning of each child and work closely with parents in coordinating the child's educational program. Teachers will direct students to achieve mastery of learning objectives, providing guidance, instruction, and support to students and parents via email, telephone, and during synchronous sessions using Power School – Studio Edition.

Teachers will monitor and receive data from Power School – Studio Edition, including data from on and offline assessments entered into the system creating a steady stream of information about student performance toward mastering specific learning objectives. This data is reviewed and analyzed by teachers on a regular basis and shared with parents. Teachers will conference with parents and students on a regular basis (a minimum of once a month) to review academic progress. Meetings will take place by phone or web conference. Meetings will focus on the student's portfolio for that academic period. Students will bring a work sample from the designated subject areas to each meeting. Students will share their work and evaluate their own progress, and teachers can use their record of observations and the collection of student work to notice academic progress or highlight learning concerns. Teachers will be supported in their work by the Indiana Virtual administrative team and receive regular professional development at the Indiana Virtual central administrative facility as well as at other locations around the state.

D. Verification of State Certification and Highly Qualified Requirements

To ensure certification compliance, reference checks and background checks will be completed on each candidate. Candidates must comply with all state laws requiring fingerprinting and other documentation.

Indiana Virtual verifies that it will hire teachers who are experienced educators. They will have a Bachelor's or higher degree, state license for grades 6 - 12, and demonstrate competency in elementary or middle school education. Teachers will also demonstrate technological competency via a technology skills test prior to employment. Depending on the students enrolled, teachers and other staff with bilingual skills will be recruited and hired.

E. Student-Teacher Ratio

Student-teacher ratios will vary depending on enrollments and their distribution across grade levels.

F. Health and Safety of Students and Staff

Indiana Virtual does not anticipate providing health services to students, with the possible exception of wellness screenings. Screenings could be done in the students' school corporation of residence. No contracts have been entered into for the provision of health services. Student and teacher health emergencies will be handled by their respective families as both groups will mostly work away from the Indiana Virtual administrative offices.

G. Professional Staff

Indiana Virtual will collect immunization records as part of the enrollment process. Each year that a student enrolls or re-enrolls he/she will update his/her own records on the enrollment form. The school Administrative Assistant will be responsible for maintaining them. The records will be kept at Indiana Virtual administrative office.

Methods of Pupil Assessment

A. Participation in ISTEP

Indiana Virtual students will participate in ISTEP assessments and ensure student participation in the ISTEP through a variety of mechanisms. First, as part of the enrollment process, Indiana Virtual will make clear to parents and students that ISTEP participation is required as part of enrollment in the school. Parents will also be asked to sign an enrollment acceptance form acknowledging that enrollment includes participation in state testing. Second, a testing schedule, including ISTEP assessments, will be made available to parents and students as part of the school calendar, which will be available on the Indiana Virtual website as well as in the Indiana Virtual Parent/Student Handbook. The Handbook will also include a section on state standardized assessments and student participation in the ISTEP. Finally, prior to the scheduled ISTEP assessment dates, teachers will be in contact with parents and students about upcoming assessments, their required participation, and information on where students will take the assessments.

Indiana Virtual teachers and administrators will administer state assessments to students at facilities with classroom style settings (local libraries, local schools, school corporation offices of education, etc.) within easy driving distance of students' home, maximizing student accessibility to test sites. Throughout the state, students will report to these sites to have their tests administered/proctored. Parents will be responsible for getting students to and from testing sites. Students will not be permitted to take the ISTEP in their homes.

Indiana Virtual will follow the guidelines established in the Indiana Department of Education's ISTEP Program Manual with respect to proper test administration and security. Testing site coordinators, proctors, and other staff involved in test administration will receive training in proper test handling procedures so that test security is not compromised. Indiana Virtual will ensure that all appropriate staff have knowledge of "*The Indiana Code of Ethical Testing Practices and Procedures*," and understand how to secure, administer, and handle the ISTEP tests while in their possession. All students will be proctored using the state guidelines to ensure no testing irregularities occur.

B. Other Required Assessments

The Indiana Virtual assessment system consists of the following:

1. Placement Tests

The assessment team has developed a series of assessments designed to discover each student's current level of competence and correct placement in mathematics and Language Arts/English curricula.

2. Lesson Assessments

In Math, Science, Art, and History, every lesson is followed by a brief assessment. In Language Arts/English, there are assessments after grammar, usage, mechanics, and composition lessons. "Check your reading" mini-assessments occur throughout the study of a novel, with a final assessment typically at the end of the novel. Guided reading has lesson assessments every few days, and spelling and phonics offer assessments after every fifth lesson. These assessments show whether the student has achieved the objectives for that lesson, or whether a review of some, or all, of the lesson is advisable. A student is expected to obtain a mastery level of 80% or higher before they advance to the next lesson.

3. Unit and Semester Assessments in Language Arts, mathematics, science, history, and art, the student takes an assessment at the end of a unit. These assessments show whether or not the student has retained key learning objectives for the unit. There are similar semester assessments, with equivalent purposes, in the middle and at the end of a year's worth of content for many subjects. Parents and teachers can use the results of the semester and unit assessments to guide review or additional practice.

These assessments are presented in different ways. Some are assessment sheets to be printed (the results of which are entered into the online system by the parent), others are online questions for the parent to answer about the student's work, and still others (for students in grades 3 and up) are questions to be answered directly online. Within these assessment types, the individual items take a variety of forms. In the early grades, many items are short, open-ended questions, to which the student responds with a word or number, a phrase, or a sentence or two. Other items require longer responses, and still others are selected response. Using multiple item formats allows students to demonstrate what they have learned in a variety of ways.

C. Increasing Student Achievement

The academic progress of all Indiana Virtual students, including those in at-risk situations, students with disabilities, English Language Learners, homeless students, and gifted/ talented students will be monitored against expectations for mastery and meeting academic standards. Indiana Virtual expectation is that every student will make achievement gains, regardless of the level of their performance upon entering Indiana Virtual. For all students performing below grade level, Indiana Virtual expectation is that these students will need to make even greater gains in order for them to reach grade level.

While the HOS is directly responsible to the Board of Trustees for seeing that the school and students attain achievement goals, the HOS, the Director of Operations and Personnel Business Manager, and Teachers all have day-to-day responsibility to lead and monitor the school's progress towards meeting its goals.

As the primary coordinators of instruction, Indiana Virtual teachers will play a critical role in ensuring student achievement gains. Teachers will direct students to achieve mastery of learning objectives, provide guidance, instruction, and support to students and parents. Teachers will monitor student progress through the curriculum from the Power School – Studio

Edition, including data from on and offline assessments. Teachers will regularly conference with parents and students over the phone and by email, where they will review student work and assess academic progress. These and other steps are centered on student progress through the educational program.

As part of the program, student achievement gains will be continuously measured and reported to students, parents, teachers, and administrators during the school year. Data from several types of assessments (and potentially multiple years of assessment data) will be used to monitor student progress throughout the school year. In addition to data from the ISTEP assessments, the school will have data from the following instruments:

- **Benchmark tests:** Indiana Virtual students will take lesson, unit, and semester assessments built into the Florida Virtual School program and accessible from the Power School – Studio Edition. Every lesson ends in an assessment. Students are taking a mid-unit or unit test in Language Arts/English, math, history, and/or science on a frequent basis. Students are expected to obtain a mastery level of 80% or higher before they can advance to the next lesson or unit. By utilizing these tests on a regular basis, teachers and staff can better understand how grades, classes, or individual students are doing on a regular basis.
- **Power School – Studio Edition’s online progress tools:** these tools help teachers and administrators view the progress each student is making in the curriculum. The tools are simply markers of progress, but can often help a teacher and/or administrator see when a lessons or units are taking longer than they should. In some cases, it may be that a student needs to review material before making progress. In that case, the expectation for what will be taught and when simply needs to be adjusted.

Use of IEPs: Individualized Education Plans (IEP) should seek to set measurable goals for special needs students (including identified gifted students). If the goals are not measurable, it is difficult to know if each team is making progress.

The assessment component of the Power School – Studio Edition is unique in its ability to generate detailed and ongoing data on academic achievement. Data from both on and offline assessments are entered into the system, and are compiled to create a steady stream of data about student performance toward mastering specific learning objectives. This data stream will be reviewed and analyzed by Indiana Virtual teachers on a regular basis. The system is designed so that a student who is not mastering lessons on a particular topic is redirected to alternate or additional instruction in the same topic. A student will move on to more advanced work only after demonstrating mastery of the material in question. With this kind of accountability and built-in transparency, there will be no surprises about student work. The system can notify parents and teachers that a child is beginning to fall behind, allowing teachers to intervene in a proactive, timely way. The program works to ensure student progress is continuous and that students make steady academic gains to keep them at or above grade level.

For those students entering Indiana Virtual performing below grade level, Indiana Virtual will employ learning strategies customized to individual student needs and a variety of educational

tools to help students make greater learning gains to bring them grade level. Initial performance will be assessed using report cards, standardized tests, and placement tests for incoming students.

D. Attaining Proficiency on the ISTEP

Indiana Virtual expects to achieve at least 80% of Indiana Virtual students who will attain proficiency in reading and math at every grade level (grades 6-8) assessed by the ISTEP in both English/Language Art and Math for Indiana Virtual first five years of operation. (changed the percent as well as the grade levels.)

E. Expected Levels of Performance on Other Assessments

Lesson Assessments: In Math, Science, Art, and History, every lesson is followed by a brief assessment. In Language Arts/English, there are assessments after grammar, usage, mechanics, and composition lessons. These assessments show whether the student has achieved the objectives for that lesson, or whether a review of some, or all, of the lesson is advisable. A student is expected to obtain a mastery level of 80% or higher before they advance to the next lesson.

F. Corrective Actions

The Board of Trustees will meet with Indiana Virtual. During these meetings, the Board of Trustees will receive status reports on progress in meeting the terms of the school's accountability plan and charter school agreement, including budget, disciplinary actions, and indicators of student achievement. As with Indiana Virtual teachers and administrative staff, the Board works on behalf of the parents and students of the school.

Corrective actions the school will take when not meeting expected levels of student achievement include:

- Provide reports to the Board of Trustees on a monthly basis.
- Address current major issues in the School Annual Improvement Plan.
- Make personnel changes if necessary. This could mean reassignments, bringing on new talent, or even in some cases replacing administrators.

G. Adequate Yearly Progress

A major objective for Indiana Virtual will be to meet AYP goals of proficiency in reading and math as required by NCLB each school year. Achieving the goals will enable Indiana Virtual to make AYP. In addition to meeting the outright proficiency targets outlined above, Indiana Virtual can also make AYP by meeting participation, attendance and graduation requirements, and employing one or both of the follow provisions of NCLB:

- Safe Harbor: AYP proficiency targets are considered met if subgroup that doesn't meet

outright proficiency targets in a particular year reduces the percentage of non-proficient students by 10% from the previous year.

- Confidence Intervals: AYP proficiency targets are considered met if the percent of proficient students falls within a 99% confidence interval (75% for Safe Harbor) of the outright proficiency target.

Indiana Virtual will achieve these goals through consistent delivery and monitoring of its educational program for every child enrolled in the school. Through the delivery of its educational program, the work of teachers and staff with parents and students, and the tools and strategies to monitor student work, and the methods to increase student achievement. Indiana Virtual will meet the AYP requirements of NCLB each year. If for any reason, Indiana Virtual does not meet AYP, corrective actions such as those outlined above.

Admission Policy and Criteria

A. Grades and Enrollment

A list of the grades and enrollment Indiana Virtual will serve in its first five years of operation is contained in Attachment G. Indiana Virtual believes its projections are reasonable, particularly when compared to enrollment trends for virtual public schools in other states. While the Board of Trustees appreciates virtual education is new to Indiana when compared to other states, the level of technology penetration and sophistication of Indiana's young people gives us every expectation that Indiana will see comparable demand in our own state. Further, the Board of Trustees fully expects to be able to demonstrate to the Office of Charter Schools both the demand for virtual schools among Indiana families as well as Indiana Virtual ability to satisfactorily handle and serve that demand. The Board aims to grow Indiana Virtual enrollments with the Office of Charter School's full confidence of its ability to do so with a high level of performance.

B. Recruitment and Enrollment Procedures

The Board of Trustees intends to contract with Indiana Virtual to provide student recruiting plans. Several recruitment strategies will be used by Indiana Virtual to recruit students from across the State of Indiana.

- Indiana Virtual representatives will meet with neighborhood leaders, including those in minority and low income areas, to recruit students.
- Information sessions will be held in communities throughout the state open to interested families and the general public. These sessions will provide the opportunity to interact with the Florida Virtual School Curriculum. Information sessions will be advertised in various print and electronic media as well as through public school channels.
- The school will establish a website to provide information to interested families.
- The school, through its contract with Indiana Virtual will produce recruiting materials about its mission, curriculum, leadership, and the application process which will be available in public places such as libraries.
- Indiana Virtual staff will participate in television, radio and newspaper interviews.
- The school will distribute information in English and Spanish to local papers.
- Indiana Virtual's high expectations for the success of its students. We are committed to meeting the needs of all students and will work tirelessly to facilitate student success. To maintain instructional momentum, students are required to submit assignments in their course on a Weekly Basis and to maintain regular contact with their instructors.
- Students shall be considered Indiana Virtual students and thus qualify for free access
- Any student who does not make progress in the course for a period of 14 days and has not made prior arrangements with his/her instructor will be required to reconnect the student with the course instructor.
- The student and parent with the course instructor will create a Success Plan for the student.

- Failure to respond or failure to adhere to the Success Plan created by the student and family may result in Administrative Removal from the course with an F grade.

Enrollment applications for Indiana Virtual will be available online as well as at Indiana Virtual administrative office. A draft of an enrollment form is contained in Attachment H. Parents must fully complete the enrollment packet and submit all required documentation, including placement test information, before enrollment is approved.

All applicants offered enrollment shall be required to affirmatively respond to an offer of enrollment by submitting a complete enrollment packet.

C. Identification of Desegregation Orders

As a practical (and legal) matter, Indiana Virtual is not a party to any existing desegregation order. However, our preliminary review of the existing orders suggests that Indiana Virtual will not adversely impact those orders. As Indiana Virtual enrolls new students, Indiana Virtual will make a good faith effort to contact the relevant school corporation for each enrolling student to verify the existence or nonexistence of an effective desegregation order and where applicable make a good faith effort to comply with the spirit of that order. We do not anticipate that Indiana Virtual will adversely impact any existing order nor do we anticipate the composition of the Indiana Virtual student enrollment to be inconsistent with the objectives of various desegregation orders.

Discipline Program

A. Student Discipline Policies

There are several ways a parent or student could be considered to be non-compliant with school policies and, therefore, subject to discipline. Examples are failure to respond to teacher/administrator phone calls and/or email; failure to participate in scheduled parent/student/teacher conferences; failure to submit required work samples; failure to participate in state-mandated assessments; and failure to follow Individual Education Plan (IEP) or Academic Improvement Plan (AIP) requirements. Indiana Virtual will establish procedures to deal with non-compliance which will also be discussed with students and at parent training meetings as well as being published in the Indiana Virtual Parent/Student Handbook.

Indiana Virtual reserves the right to expel students who are in violation of the rules laid out in the Handbook. The HOS will make the expulsion or suspension decision, and will be responsible for notifying the parent and student, and for providing an explanation for the action. Suspensions will involve the removal of students from participation in the larger community of learners by removing their access to communications technology that allows them to participate electronically in that community. The Code of Conduct contains rules and consequences leading to (1) short-or long-term suspensions; and (2) expulsion.

Internet access is required for all Indiana Virtual students, but access must be used in a responsible, safe, efficient, ethical, and legal manner. With expanded access to electronic information, availability of inappropriate material is not uncommon. Some sites contain illegal, defamatory, inaccurate, or offensive information. Although it is impossible to control such misuses, we believe that with responsible use, the benefits of the Internet as an educational tool outweigh the negatives. We especially appreciate partnering with parents to teach responsible Internet use. Please review the following **netiquette rules and Indiana Virtual expectations** carefully:

- **Students are responsible for good behavior** on the Indiana Virtual network, just as they are in a traditional school building. Always use a computer in a way that shows consideration and respect. It is illegal to use obscene, profane, threatening, or disrespectful language. (f.s. 847.001 Obscene Literature; Profanity).
- We take **integrity and authenticity of student work** very seriously at Indiana Virtual. Do not cut, copy, or plagiarize Internet content or the work of your online classmates. Indiana Virtual instructors do utilize technologies to check for authenticity. Copying, knowingly allowing others to copy from you, and/or misusing Internet content could result in removal from our courses.
- **Security is a high priority**, especially when the system involves many users. If you can identify a security problem in the school's computers, network, or Internet connection, notify a system administrator.
- **It is illegal to create harmful computer viruses.** (f.s. 815 Computer-Related Crimes).
- **Email is not private.** Never say anything via email that you wouldn't mind seeing on the school bulletin board or in the local newspaper.

- **Beware of emails from anyone, particularly adults you don't know**, asking for personal information, attempting to arrange meetings, or engaging in personal contact. Alert your teacher or other Indiana Virtual employee of any message you receive that is inappropriate or makes you feel uncomfortable.
- **Email with your online classmates should be course-related.** It is prohibited to send unsolicited email to your online classmates.
- **Email addresses that use profanity or may be construed as offensive, shall not be permitted for Indiana Virtual correspondence.** Indiana Virtual administration reserves the right to determine if student email addresses are inappropriate. When necessary, students will be asked to use an alternative email address or be refused for participation in Indiana Virtual courses.
- **Protect your password.** Keep it secret from anyone except your parents.
- Indiana Virtual assumes no responsibility for any phone charges, line costs or usage fees for connectivity to the Internet.

Indiana Virtual administrators will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through Internet access. In the event there is a claim that you have violated this policy, you will be provided with notice of the suspected violation and have an opportunity to present an explanation. Any violations may result in removal from Indiana Virtual course(s), as well as other disciplinary or legal action.

1. **Discipline Procedures:** A student cannot be suspended or expelled and thereby deprived of a free education provided in the public schools without due process. Due process requirements guarantee all students the right to fair notice, fair procedures, and a fair hearing. The student and his or her parent or guardians have the responsibility to follow the procedures set forth herein in a respectful and timely fashion. A student who is accused of misbehavior or a breach of this Code of Student Conduct will be presented to the Head of School or designee by the person having knowledge of the misbehavior or breach of conduct.

(a) **Written referral:** Violations shall be presented in written form and should be specific, indicating the breach of the Code of Student Conduct for which the referral is being issued.

(b) **Student notification:** The student will be placed on notice of the violation by the Head of School or designee and afforded an opportunity to explain.

(c) **Initial conference:** An initial conference (in person or by tele- or video-conference) shall be conducted by the Head of School or designee at each level of discipline.

1. **Charges and Evidence:** The HOS, or designee, shall confer with the student, explain the charges and evidence against the student, and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.
2. **Parental Assistance:** A good faith effort shall be made by the HOS, or designee, to employ parental assistance or other alternative measures prior to suspension, except in the case of

emergency or disruptive conditions that require immediate suspension or in the case of a serious breach of conduct.

(d) Parental notification:

1. **By Telephone or Email:** The HOS, or designee, shall make a good faith effort to notify the parent by telephone or email of the student's misconduct and the proposed disciplinary action.
2. **By Written Notice:** Regardless of whether there has been communication with the student's parent by telephone, the HOS, or designee, shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reasons action was taken.

2. **Violations Leading to Suspension**

The following violations will lead to short-term suspension or other low-level disciplinary action, following the due-process procedures noted above. Multiple violations at this level may lead to a long-term suspension or expulsion. [Note: We take the below violations very seriously but in a virtual environment we expect that many of these violations will be significantly less likely to occur.]

- **Abusive Language or Conduct:** A student who uses or engages in abusive, profane, obscene, vulgar language or conduct, in the presence of another person, whether in person or electronically, is guilty of unacceptable conduct.
- **Cheating:** A student who participates in using, copying, or providing another student with any test answers or answer keys or another person's work, representing it to be their own work, is guilty of unacceptable conduct.
- **Disruptive Behavior and/or Minor Infractions:** A student who engages in unacceptable behavior or conduct that is disruptive to the educational process, but is not considered a serious breach of conduct, or who violates school rules and policies determined by the HOS to be minor in nature, is guilty of unacceptable conduct.
- **Unauthorized Access:** A student who enters part of the Indiana Virtual website that has been denied to them by administrators will be in violation of the School's Acceptable Use Policy.
- **False Information:** A student who knowingly and intentionally reports or gives false or misleading information, either oral or written, which may injure another person's character or reputation or disrupt the orderly process of the school is guilty of a serious breach of conduct.
- **Interference with the Educational Process:** A student who is guilty of willful disobedience, open defiance of the authority of the HOS or any member of the School staff, violence against persons or property, or any other act that substantially disrupts the orderly conduct of the School is guilty of a serious breach of conduct.
- **Vandalism:** A student who intentionally destroys, damages, or defaces records or property (whether physical or electronic) owned by or in the possession of the Board or other members of the staff is guilty of a serious breach of conduct.
- **Theft:** A student who takes from another person money or other property (whether

physical or electronic) belonging to the other person with the intent to permanently deprive the victim of such property is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

- **Robbery:** A student who takes money or other property (whether physical or electronic) belonging to another person from another person by the use of force, violence, assault, or threatened use of force or violence is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.
- **Sexual Harassment:** A student who subjects another student to unwelcome sexual advances, verbal harassment or abuse, pressure for sexual activity, repeated remarks with sexual or demeaning implications, unwelcome or inappropriate touching, or suggestions or demands for sexual involvement accompanied by implied or explicit threats-either in person or online-is guilty of a serious breach of conduct. This also includes transmission of sexually inappropriate or explicit material.
- **Indecent Exposure or Conduct:** A student who exposes or exhibits his or her sexual organs in the presence of others in a lewd or indecent manner, or who intentionally and willingly engages in behavior that is considered lewd, indecent, or obscene, either in person or online, is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.
- **Burglary:** A student who enters or remains in a building or property owned or maintained by the Board with the intent to commit theft, vandalism, or some other criminal offense therein, is guilty of burglary unless the premises are at the time open to the public or the student is legally authorized to enter or remain. However, the fact that the premises may be open to the public or that the student may be authorized to enter or remain will not excuse any other offense, violation, or other breach of conduct committed by that student while therein. Burglary is a serious breach of conduct that may be reported to the proper law enforcement agency.
- **Abusive Language or Conduct Directed at a School Employee or Trustee:** A student who uses or engages in abusive, profane, obscene, or vulgar language or conduct directed at a school employee or trustee is guilty of a serious breach of conduct.

3. Violations leading to Expulsion

The following violations will lead to expulsion, following the due process procedures noted above.

- **Weapons:** A student who displays or is in possession of an object normally considered a weapon other than a firearm), such as a knife or club, while attending a school sponsored activity away from home is guilty of a serious breach of conduct.
- **Firearms:** A firearm is any weapon (including a starter gun, pellet gun, B-B gun, air rifle, or air pistol) that will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive or compressed or forced air. It is the expressed policy of the Board that, with the exception of law enforcement officers, no person shall have in his or her possession any firearm of any nature, including a firearm used for recreational activities, while on a school campus, other property owned or maintained by the Board, or property designated for school activities.
- **Battery:** A student who intentionally strikes another person against the will of the other person or intentionally causes bodily harm to another person is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.
- **Bomb and Explosive:** A student who is in possession of a bomb, explosive device, or substance or materials intended for use in a bomb or explosive device or substance while at a school-sponsored activity, on Board property, or a chartered bus (unless the material or device is being used as part of a legitimate school-related activity or science project conducted under the supervision of an instructor with the knowledge and consent of the HOS) is guilty of a serious breach of conduct.
- **Arson:** A student who willfully, by fire or explosion, damages or attempts to damage any building, structure, vehicle, or other property owned or maintained by the Board is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.
- **Threat:** A student who intentionally threatens, by word or act, to strike or cause bodily harm to another person, has the apparent ability to carry out such threat, and causes the other person to have a well-founded fear that he or she is about to be struck or about to suffer such bodily harm is guilty of a serious breach of conduct that may be reported to the proper law enforcement agency.

B. Monitoring Student Behavior

Indiana Virtual certified teachers will utilize a number of tools and strategies to monitor student behavior during instructional and non-instructional activities. Though listed separately below, these tools and strategies will be utilized as part of an inextricably linked process. Among these tools and strategies are:

- **Online School:** The OLS allows certified teachers to review daily lessons, assessments, time logged online, and attendance hours and minutes. Teachers will use the OLS as a first step in seeking to validate both mastery and time-on-task in instructional activities.
- **Elluminate:** Elluminate is a synchronous online teaching tool that allows teachers to conduct one-on-one or small group sessions for students. Teachers and students can see each others work live and can speak throughout. These small group sessions help teachers

better understand whether or not a student is both completing his/her own work and mastering it. An Elluminate session will be one of the key ways teachers are able to understand whether or not their students are grasping what is being studied.

- **Work Samples:** Students will submit regular work samples and assignments to their certified teachers. Teachers are able to select which assignments to focus on so that for the purposes of compliance and learning they can guarantee that students are doing their own work. If a student has either not completed an assignment, or can not explain the basis of his/her assignment, the student will not receive attendance credit for this work.
- **Email:** Student will email written work to their certified teachers regularly (especially above grade three). This work will be reviewed similar to work completed for their portfolio as well as the work evaluated during Elluminate sessions.
- **Assessments:** Students will take regular, proctored unit and benchmark assessments tied directly to the work they are completing. Certified teachers will proctor these sessions, review these assessments, and ensure that performance on web-based daily assessments mirror student performance in the proctored setting.
- **School Outings:** All Indiana Virtual outings will be led by an Indiana Virtual teacher who will supervise the behavior of students during the outings.

C. School Intervention for Inappropriate Behavior

The school's disciplinary procedures are outlined above. Students who have been suspended or expelled due to inappropriate behavior will have been removed from the school community and therefore will not have access to electronic message boards, chat functionality, and other web-based or in-person community activities. The HOS will consult with the teacher and adult supervisor to develop a plan to ensure that instruction continues without further disruption or incident at home. Such a plan would include more frequent parent-teacher conference calls and regular reporting of student behavior and academic progress to the HOS.

If a student is "repeatedly substantially disruptive of the educational process or substantially interferes with the teacher's authority," the HOS, in consultation with the parent and teacher, may suggest that a virtual school environment is not a viable educational solution for the student. Other options within the student's district would then be pursued according to the local district's code of conduct.

D. Bullying & Harassment

It is an expectation that all Indiana Virtual students and employees shall use all equipment and programs for the intended educational purpose. Indiana Virtual is committed to protecting its students and employees from bullying, harassment or inappropriate uses of Indiana Virtual computers or programs to participate in bullying behavior. Bullying and Harassment will not be tolerated and shall be just cause for disciplinary action.

Conduct that constitutes bullying or harassment, as defined herein, is prohibited.

Bullying, harassment, cyber stalking is defined as inflicting physical or psychological distress, communicating words, images or language using electronic mail that causes emotional distress and for which there is no legitimate purpose.

Any action by a student or parent deemed inappropriate will be fully investigated by the appropriate school administrator.

Consequences for students for actions that violate the policy on bullying and harassment shall be determined by the administrative staff of Indiana Virtual and may include:

- Student/teacher/parent conference
- Suspension of email privileges
- Isolation of student in a separate shell where there is no access to other students
- Removal from access to Indiana Virtual courses

E. Role of Parents in School's Discipline Policies

A School Leadership Council will be established to involve parents and other school stakeholders in the decision making process of the school. Also, this body will meet federal guidelines for parent involvement in the decision making process under NCLB. The leadership council will be utilized by the Board of Trustees and staff to help guide the decisions regarding the direction of the school and establishing a school climate that is reflective of the needs of the students and families served.

F. School Actions for Inauthentic Work

Work A student submitting school work that is not authentic is considered to be cheating and guilty of unacceptable conduct and, therefore, subject to disciplinary action under the discipline policies of the school. A violation of the school's policy on cheating will lead to a short-term suspension or other low-level disciplinary action, following the due-process procedures noted above. Multiple violations at this level may lead to expulsion.

G. Student Suspension or Expulsion

Indiana Virtual will establish a student study team and due process protocol for student discipline. Infractions that are serious enough for suspension or expulsion will be noted In Parent and Student Handbook as adopted by the Board of Trustees. In some instances a no-tolerance policy will be adopted. Expulsion from school will follow the guidelines established by the State of Indiana and will have appropriate due process remedies available for parent/student appeal. Suspension will be dealt with on an individual basis. However, the need rarely exists for a suspension in a virtual school setting. Anything of this type is typically handled through a contract of behavior developed through the Student Study Team process and agreed to by the parent and teacher. If a student is unable to abide by the conditions of the contract more serious actions can be taken, such as expulsion. No Later than 1ten (10) days after a student is expelled from active enrollment, Indiana Virtual shall conduct a conference concerning the reasons for

expulsion with the student's parents, appropriate personnel from Indiana Virtual, and the appropriate educational staff.

Expulsion

If a student has been expelled from a public school, the superintendent of the district may request that said student be enrolled in Indiana Virtual. Only requests from the Superintendent or his/her designee will be considered.

Students who have been expelled from a Indiana public school and who subsequently attempt to enroll in Indiana Virtual as either a home school student or through enrollment in a private school program may be denied access to Indiana Virtual.

Indiana Virtual reserves the right to deny enrollment depending on the nature of the misconduct that resulted in the student being expelled. All placements will be made on a space available basis.

G. School Policies for Truancy, Absence and Withdrawal

Consistent with its own school calendar and Indiana's compulsory attendance laws, Indiana Virtual expects that attendance will be recorded at the end of each school day using the Attendance Screen that is part of the OLS. Attendance is to be recorded daily by a parent. The Florida Virtual School program provides a default time for each lesson. Only parents, not students, can log attendance, though teachers can enter or change attendance once it is submitted by parents.

Both Indiana Virtual teachers and administrators will have access to student attendance records, and will regularly monitor and approve daily attendance logs. Every day, before teachers approve student attendance, they view an excel spreadsheet that lets them see their entire class and the hours entered for each subject. Teachers will be able to monitor the correlation between lessons completed and hours entered by viewing the individual screens of the individual students, reviewing the snapshot tool which gives information in a one screen view, or by viewing the class view. Teachers will make a note of any student that has more than 6 hours of attendance or more than 2 hours in any subject for a particular day. The next morning, the teacher reviews the lessons completed, contacts the parent by phone, and the teacher makes any necessary adjustments. Teachers will also verify attendance and continued progress through the educational program through regular conferences with parents.

While there are acceptable reasons for not logging daily attendance in the Power School – Studio Edition (e.g., student illness, hospitalization, family emergency, etc.), if a student does not log attendance in the Power School – Studio Edition, Indiana Virtual will follow a standard procedure to ensure the best interests of the student are served. Teachers will call families to check in where a student has 5 or more consecutive days of missing attendance. Ten or more consecutive days of missing attendance will result in a telephone conference with the parent and

teacher and a corrective action plan where appropriate. This intervention will be documented, with details of the meeting and plan mailed to the student's home as well as placed in the student's file. Fifteen or more days of consecutive missing attendance will result in a conference with the parent, teacher, and school administration where the appropriateness of the student's participation in the program will be discussed. This intervention will also be documented. Where absences are excessive, the HOS may deem that enrollment in Indiana Virtual is not in the best interest of a student.

Students may withdraw from the Indiana Virtual voluntarily or involuntarily due to disciplinary action, lack of attendance/progress, failure to participate in state-mandated assessments, or failure to comply with school policies. Parents who wish to remove their student from the school must contact their teacher and notify them of their desire to leave the program. The school administration will then contact parents to schedule an exit interview and arrange for the return of school equipment and materials.

H. Monitoring Student Work

Indiana Virtual certified teachers will utilize a number of tools and strategies to determine whether or not a student has met daily attendance requirements and is engaged in instructional activities for sufficient time to complete high quality work and meet expected achievement goals. Though listed separately below, these tools and strategies will be utilized as part of an inextricably linked process. From an accountability perspective, the primary goal is to validate the validity of student work and the hours of attendance certified by each teacher. Among these tools and strategies are:

- The Power School – Studio Edition allows certified teachers to review daily lessons, assessments, time logged online, and attendance hours and minutes. Teacher use the Power School – Studio Edition as a first step in seeking to validate both mastery and time-on-task. Florida Virtual School lessons each have an estimated time for completion as well as an assessment tied to the lesson. Students will only be awarded attendance hours if they can both reasonably complete the proper number of lessons each day, and demonstrate they have spent an appropriate time on each lesson.
- Elluminate is a synchronous online teaching tool that allows teachers to conduct one-on-one or small group sessions for students. Teachers and students can see each others work live and can speak throughout. These small group sessions help teachers better understand whether or not a student is both completing his/her own work and mastering it. Students whose work during Elluminate sessions does not show mastery of their work will not be awarded full attendance credit.
- Students will submit and discuss regular work samples and assignments with their teachers at regular conferences. Teachers are able to select which assignments to focus on so that for the purposes of compliance and learning they can guarantee that students are doing their own work. If a student has either not completed an assignment, or can not explain the basis of his/her assignment, the student will not receive attendance credit for this work;
- Student will email written work to their certified teachers regularly (especially above

grade three). This work will be reviewed similar to work completed for their portfolio as well as the work evaluated during Elluminate sessions. If student work is either incomplete, does not reflect the recorded time-value, or does not show mastery teachers will not award full attendance credit.

- Students will take all state mandated tests at each grade level in proctored settings. In the first year, since many of these tests are taken in the spring, the results of these tests will be used as a gauge for how effective all of our other strategies for measuring academic gains and daily attendance have been.
- School Outings: All Indiana Virtual outings will be led by an Indiana Virtual teacher who will supervise the behavior of students during the outings.

Using all of these strategies, teachers will be able to complete and certify attendance and achievement records. Students whose work does not reflect either their own work or an accurate measure of the recorded attendance time may have to provide their teachers with even more regular feedback. The Board of Trustees understands that students can only achieve a full day's academic credit if they have spent at least five hours per day on instruction. Cheating will be handled according to the Indiana Virtual disciplinary process.

Budget and Financial Plan

A. Board Oversight

The Board of Trustees will hold direct responsibility for all financial matters, with the Treasurer assigned regular oversight responsibilities. The Board of Trustees will receive financial updates as part of its regularly quarterly meetings, including an accounting of monthly disbursements. Added to the Board of Trustees' oversight, the Treasurer will convene regular monthly meetings with the school's Business Manager to review revenues and expenditures against established plans and address any ongoing financial concerns. The Treasurer's meetings will also serve as any early warning system should any financial issues arise in between regularly scheduled board meetings. The attached annual budgets, cash-flows, and start-up expenses present the Board of Trustees' best insights into the revenues, expenses, and timing of expenses for the school. BCI will seek start-up funding to ensure the school can operate without deficits on both a monthly and an annual basis.

With approval in February 2007 and enrollment outreach planned to begin in March, the school has ample time to recruit students and meet enrollment and budget targets. The Board of Trustees will receive periodic enrollment updates leading up to the opening of school and will provide the same to the Office of Charter Schools. By opening day, the school will be ready to open at any level of enrollment, though the Board of Trustees fully expects to meet its enrollment targets.

The virtual nature of the school is an asset to its financial planning and coping with any failure to achieve expected enrollments. Except for rent for an administrative office, the school bears few fixed costs. The school's major costs are variable, that is, they are matched with student enrollments. And while the school will begin initially with a core administrative team, other administrative and teacher positions will be staffed only as enrollments dictate. This enables the school's budget to be properly sized consistent with its enrollments as well as to minimize budget expenditures until enrollments actually materialize. In this sense, the Board of Trustees is well positioned to address any financial implications that might arise should its enrollment assumptions not be met.

A description of the risk management philosophy and approach to minimizing liability of the charter school and its governing board members and employees is contained in Attachment I. A specific statement indemnifying related entities and their respective officers, employees, and agents is contained in Attachment J.

B. Competency of Financial Management Team

The competencies of BCI Board Members that will be brought to bear in providing direct responsibility and oversight of the school's finances.

Both Mr. Moonshower's and Mr. Tilford's operational skills include establishing chart of accounts and accounting system, payroll and benefits management, inventory/asset management and tracking, invoicing, insurance management, financial reporting, and day-to-day business operations. The Board of Trustees will also hire an Indiana auditing firm to audit the school's internal controls, procedures, financial records and reporting annually.

C. Knowledge of State Funding

The Members of the Board of Trustees have varying degrees of familiarity and expertise with the state funding formula and federal grants. As a whole, the Board of Trustees recognizes that state funding for public schools is essential to the financial viability of this public school. .

D. Budget Forms

The required budget forms are contained in Attachment K. In addition to the required budget forms, the Board of Trustees has also provided supplementary budget forms. These forms are: 1) BCI Budget Addendum which provides explanatory detail regarding certain line items in the BCI budget; and 2) BCI Key Assumptions on which the school budget was based.

Physical Plant

A. Location of Administration

Indiana Virtual is currently located at 2206 East 96th Street, Indianapolis, IN 46240. The building will provide sufficient wiring and communication capabilities to support the high-tech nature and infrastructure of the school. The building will also provide adequate heating, ventilation, lighting, sanitary conditions, and water supply to support the school's staff.

Administration of the ISTEP for Indiana Virtual students will take place in proctored settings at facilities located regionally across the state. In many cases, we expect to contract with schools and/or districts to have our students take the state tests during regular testing days in their districts of residence. Those school buildings must be in compliance with applicable building codes, health and safety laws and regulations including the federal Occupational Safety and Health Act of 1970 and the Americans with Disabilities Act (ADA). In other cases, the school administration will find other suitable locations which also are in compliance with those laws and regulations.

B. Privacy Policy

Indiana Virtual will abide by the student privacy guidelines set forth by the Family Educational Rights and Privacy Act (FERPA). The following persons have access to student records:

- BCI Board of Trustee members
- President and CEO, administrative team, and professional staff of the school (teachers, guidance counselor, the General Counsel)
- Appropriate administrative support staff members and other professionals who have a legitimate educational or legal interest in student records as designated by the President and CEO.

Indiana Virtual provides an academic transcript upon any request of the student's legal guardian. In accordance with state and federal privacy laws, students who attain the age of 18 may transfer certain rights related to their academic records. To learn more about this please contact your guidance counselor. No member of the Indiana Virtual staff is authorized to release student information without the written permission of the student's legal guardian or without approval of the Indiana Virtual President and CEO. Names, images, and/or course work of Indiana Virtual students will not be published in print, video/film, or on our website without written student and guardian consent.

All Indiana Virtual students are provided a unique password to access online courses. It is the student's responsibility to keep his/her password in confidence.

C. Statistical Information

We use web statistic software to track visitors to our site, but this data does not include any personally identifying information such as name or email address. Individual identifying information is not provided to any other party without your consent, or as otherwise required by law. However, aggregated and anonymous data about groups of members may be collected and shared with participating agencies and/or companies. An example of such information might include, "X% of visitors come to our site between the hours of 7:00 and 9:00 p.m."

D. Security Information

All the data you provide to us is protected to ensure both the privacy and security of your data. We use state-of-the art technology to keep your personal information as secure as possible to ensure that no one will be able to tamper with, intercept or access your data. Remember to keep your account information private and secure; do not share your password with anyone!

E. Cookies

We may, from time to time, use cookies when you log in to your account. These cookies allow us to remember you when you visit our site. Although one cookie would reside on your computer so that we can recognize you each time you visit our site, any session-specific cookies will expire once you shut down your browser.

F. Hardware/Software Requirements

Internet Access and Speed

As long as you have Internet access, you can take courses with Indiana Virtual. While it is possible to take courses with dial-up connectivity, it will take a little longer for pages to load. You might want to print a few lessons and work offline. You can then save and upload work when you are finished.

Browser Plug-ins

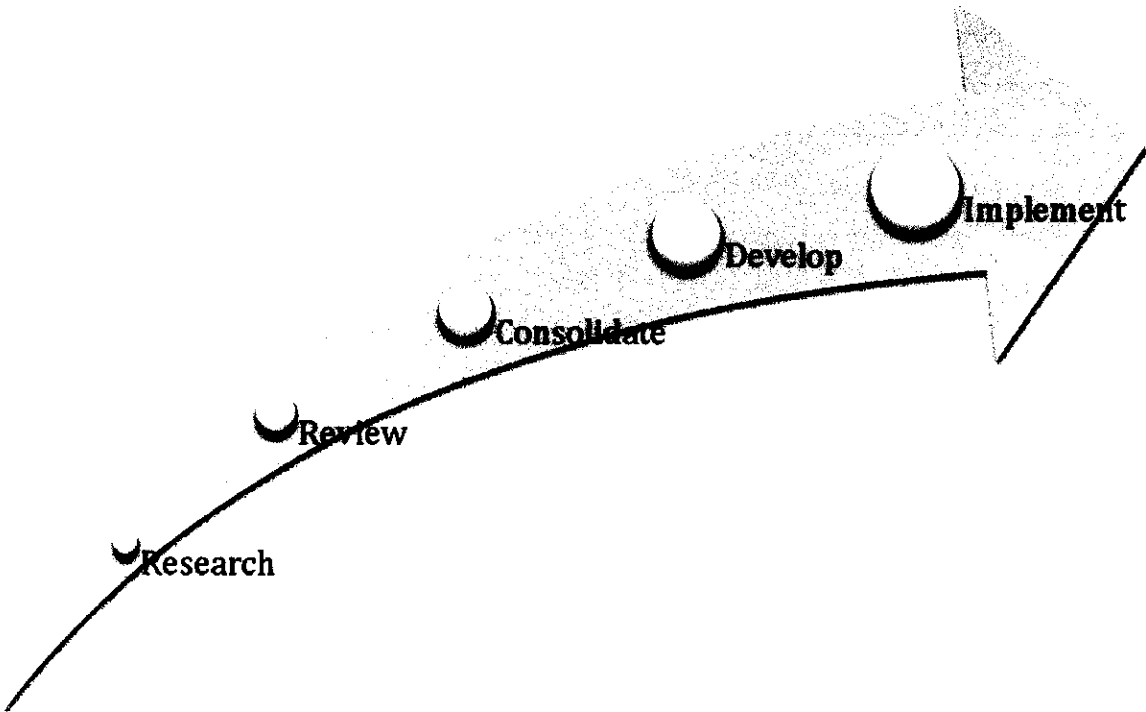
- Sun Java 1.4.2 JRE or higher
- Sun Java 3D 1.3 or higher - Required in some courses
- Flash 9.0 or higher
- Shockwave (Operating System Dependant)
- Acrobat Reader 7.0.9 or higher

PC Requirements

- Pentium III (500 MHz minimum, higher recommended)
- Minimum of 10 gigabytes free HDD space
- 128k internet connection. A broadband connection is strongly recommended.
- Windows XP, or Vista
- Microsoft Office, Open Office or Google Docs (Some Business courses require Microsoft Office which will be notated within course registration)
- 512 MB Ram
- 12x CD-ROM (CD/DVD Recommended – Some courses require CD/DVD which will be notated within course registration)
- Display setting 1024x768 resolution
- Printer required
- Internet Explorer version 7.0 or higher or Firefox version 2.0 or higher
- Students need a method to save work to a portable medium (Floppy, Zip, CD, USB)
- Audio: Sound card with speakers, microphone or headset
- America Online and KOL are not recommended

Macintosh Requirements

- Power Mac G3 (350 MHz)
- OSX
- Microsoft Office, Open Office or Google Docs (Some Business courses require Microsoft Office which will be notated within course registration)
- Students need a method to save work to a portable medium (Floppy, Zip, CD, Flash)
- 256 MB Ram
- Minimum of 10 gigabytes free HDD space
- 12x CD ROM (CD/DVD Recommended)
- 128k internet connection. A broadband connection is strongly recommended.
- Display setting 1024x768 resolution
- Printer required
- Safari browser or Firefox version 2.0 or higher
- Audio: Speakers and microphone or headset
- America Online and KOL are not recommended



**List of Attachments Indiana Virtual
Charter School Proposal to Charter**

Attachment A: BCI's Certificate of Incorporation

Attachment B: Indiana Virtual Organizational Chart

Attachment C: BCI Service Agreement

Attachment D: Description of Education Program

Attachment E: List of Courses

Attachment F: School Calendar for 2011 - 2012

Attachment G: List of Grades and Enrollment

Attachment H: Enrollment Form

Attachment I: Risk Management Philosophy

Attachment J: Statement of Indemnify

Attachment K: Budget

Attachment L: Staff Resumes

Attachment M: Staffing Matrix

Attachment N: Education Management Organization Information

Attachments

Attachment A: BCI's Certificate of Incorporation

Form No. 26

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

2604-112
④

BUSINESS COUNSELING, INCORPORATED

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit Corporation, in the form prescribed by the office, prepared and signed in duplicate by the Incorporator (s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporator (s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

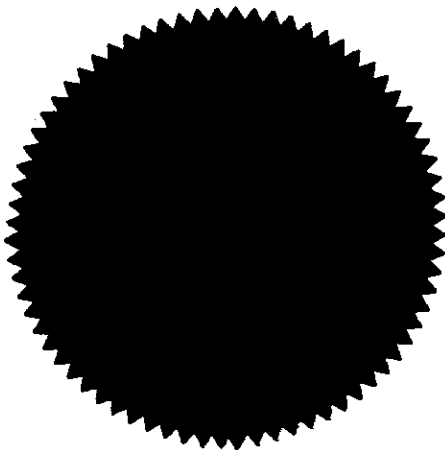
NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed
the seal of the State of Indiana, at the City of Indianapolis,
this 5th day of

April, 19 76

LARRY A. CONRAD, Secretary of State

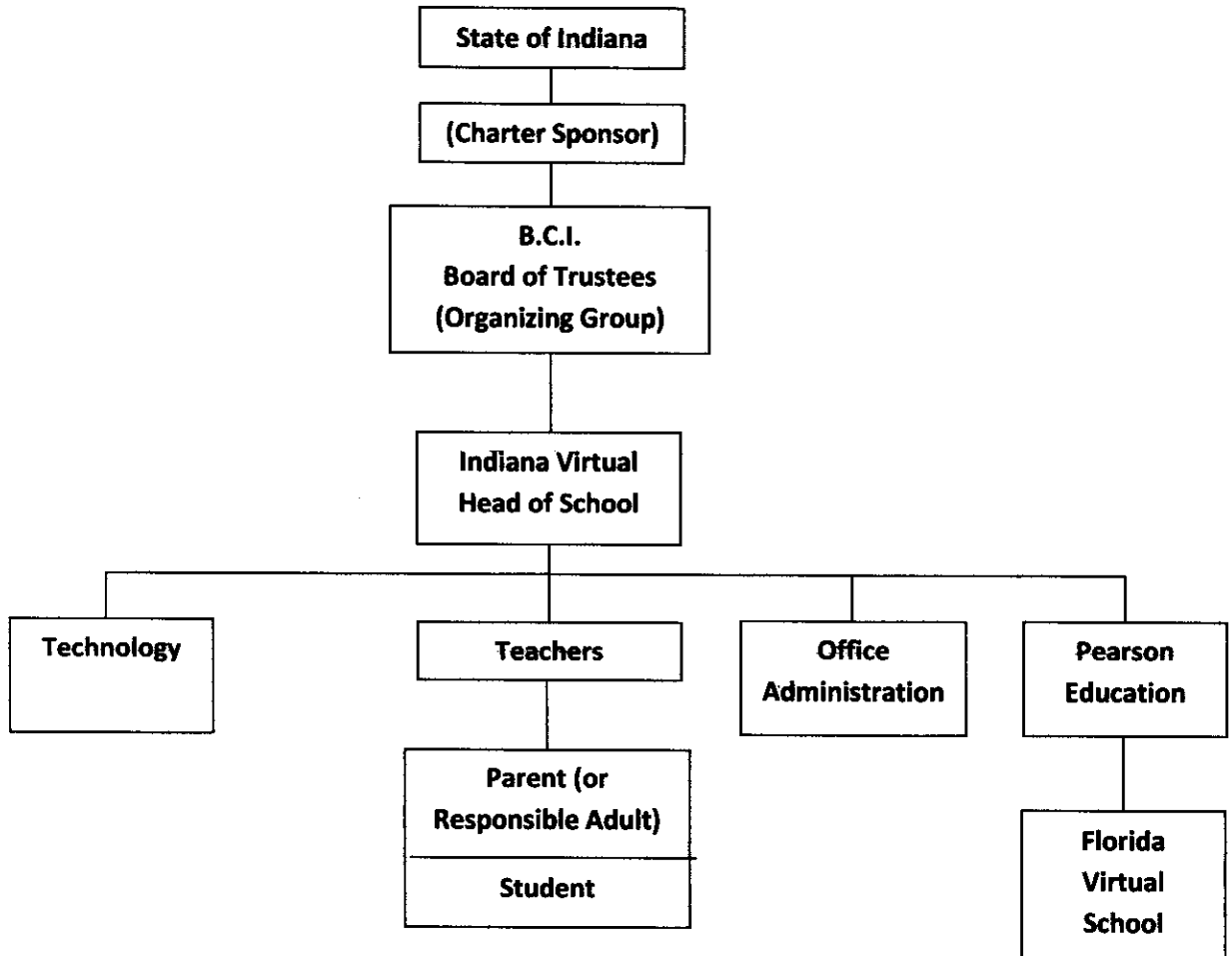
By _____
Deputy



**Attachment B: Indiana Virtual
Organizational Chart**

Indiana Virtual Organizational Chart

INDIANA VIRTUAL GOVERNANCE



Attachment C: BCI Service Agreement

Attachment D: Description of Education Program

Indiana Virtual
Description of Education Program

To help implement its proposed virtual school model for Indiana, the Board has selected Pearson Education to provide curriculum, materials, web-based resources and a suite of educational services including intensive professional development. Pearson Education is the leader in this field. The Board selected Pearson because they are the leader of educational services and virtual education that provide quality education to over 250,000 students in 19 states.

Indiana Virtual will combine Pearson's rich history of state-of-the-art solutions and services to make Indiana Virtual an undisputed virtual learning leader within the state of Indiana. Pearson sets industry standards in student information and learning management systems, teacher professional development, career certification programs, and assessment product.

We will be offering 21st century courses, teaching digital skills, and preparing students for college and careers. With the addition of our tools, our activity based lessons, rigorous instructional design, and diverse array of assessments, we will expect to increase graduation rates and decrease drop out rates. We offer AP and honors courses for students who want to be challenged. For struggling students, we offer credit recovery courses that allow them to focus on content they have yet to master.

We can create a scalable, blended or online program that has been a proven-through-practice methodology. Our personal and flexible model allows us to support students regardless of where they are in the program. Our courses can be imported into a variety of learning management systems.

Indiana Virtual believes in a Learning Recovery system. Students who need to recover credits are not synonymous with students who cannot or do not want to learn. Our Learning Recovery program provides struggling students with teacher supervised, customized learning to meet their unique needs, when the student needs it. Learning Recovery courses will be available to students at any time of the year. These courses provide students with pre-test, discussion-based assessments, projects and post-tests.

Indiana Virtual AP courses are a cost-effective way to offer college-level courses taught by qualified instructors. Our AP curriculum engages students through a variety of interactive components and assessments.

Attachment E: List of Courses

Middle School

Art

Orientation to Art 2-D 0.5

Business Education

Keyboarding 0.5

World Language

Spanish Beginning 1.0

Spanish Intermediate 1.0

Health & Physical Education

Fitness – Grade 6 0.5

Comprehensive PE – Grades 6 & 7 0.5

Comprehensive PE – Grades 7 & 8 0.5

Language Arts

Language Arts I/ L. A. I Advanced 1.0

Language Arts II/ L. A. II Advanced 1.0

Language Arts III/ L. A. III Advanced 1.0

Mathematics

Mathematics I/ Math I Advanced 1.0

Mathematics II/ Math II Advanced 1.0

Mathematics III. Math III Advanced 1.0

Science

Comprehensive Science I/ C. S. I Advanced 1.0

Comprehensive Science II/ C. S. II Advanced 1.0

Comprehensive Science III/ C. S. III Advanced 1.0

Social Studies

World Cultures/World Cultures Advanced 1.0

U.S. History/ U.S. History Advanced 1.0

World Geography 1.0

Study Skills

Critical Thinking, Problem Solving & Learning Strategies 0.5

Reading I 1.0

Middle School Learning Recovery Courses

Mathematics

Mathematics I

Mathematics II

Mathematics III

High School

Business Technology

| | |
|---------------------------------|-----|
| Computing for College & Careers | 1.0 |
| Web Design I | 1.0 |
| Web Design II | 1.0 |

Computer Science

| | |
|----------------------|-----|
| Computer Programming | 1.0 |
|----------------------|-----|

World Language

| | |
|-------------|-----|
| Chinese I | 1.0 |
| Chinese II | 1.0 |
| Chinese III | 1.0 |
| Latin I | 1.0 |
| Latin II | 1.0 |
| Latin III | 1.0 |
| Spanish I | 1.0 |
| Spanish II | 1.0 |
| Spanish III | 1.0 |

Health & Physical Education

| | |
|---|-----|
| Adaptive Physical Education IEP or 504 Plan | 0.5 |
| Fitness Lifestyle Design | 0.5 |
| Health Opportunities through Physical Education | 1.0 |
| Life Management Skills | 0.5 |
| Personal Fitness | 0.5 |

Language Arts

| | |
|---------------------------------------|-----|
| English I/ English I Honors | 1.0 |
| English II/ English II Honors | 1.0 |
| English III/English III Honors | 1.0 |
| English IV/English IV Honors | 1.0 |
| Intensive Reading – Conspiracy Code** | 1.0 |
| Reading for College Success | 0.5 |

Mathematics

| | |
|------------------------------|-----|
| Algebra I A | 1.0 |
| Algebra I B | 1.0 |
| Algebra I/Algebra I Honors | 1.0 |
| Algebra II/Algebra II Honors | 1.0 |
| Calculus | 1.0 |
| Geometry/Geometry Honors | 1.0 |
| Liberal Arts Math | 1.0 |
| Pre-Calculus | 1.0 |

Science

| | |
|--|-----|
| Biology/Biology Honors | 1.0 |
| Chemistry /Chemistry Honors | 1.0 |
| Earth Space Science/Earth Space Science Honors | 1.0 |
| Marine Science/Marine Science Honors | 1.0 |
| Physical Science/Physical Science Honors | 1.0 |
| Physics/Physics Honors | 1.0 |

Social Studies

| | |
|---|-----|
| American Government/ American Government Honors | 0.5 |
| American History/American History Honors | 1.0 |
| American History – Conspiracy Code ** | 1.0 |
| Economics/Economics Honors | 0.5 |
| Global Studies | 1.0 |
| Psychology I | 0.5 |
| World History/World History Honors | 1.0 |

Study Skills

| | |
|--------------------------------|-----|
| Thinking & Learning Strategies | 0.5 |
| SAT Prep | 0.5 |

Advanced Placement Program***Advanced Placement courses**

| | |
|-------------------------------------|-----|
| AP Art History | 1.0 |
| AP Biology | 1.0 |
| AP Calculus AB | 1.0 |
| AP Calculus BC | 1.0 |
| AP Computer Science A | 1.0 |
| AP English Language & Composition | 1.0 |
| AP English Literature & Composition | 1.0 |
| AP Environmental Science | 1.0 |
| AP Macroeconomics | 0.5 |
| AP Microeconomics | 0.5 |
| AP Psychology | 1.0 |
| AP Spanish | 1.0 |
| AP Statistics | 1.0 |
| AP U.S. Government & Politics | 0.5 |
| AP U.S. History | 1.0 |

Advanced Placements Exam Reviews

AP Art History
 AP Biology
 AP Calculus AB
 AP English Language & Composition
 AP English Literature & Composition
 AP European History
 AP Macroeconomics
 AP Spanish Language
 AP U.S. Government & Politics
 AP U.S. History

* AP and Advanced Placement Program are registered trademarks of the College Board, which was not involved in the production of, and does not endorse, this product.

** Conspiracy Code courses will be available in spring 2011. Restrictions may apply.

High School Electives

The following high school elective courses are offered through Global School and EasyStart models only. Some software/materials may not be included for select courses.

| | |
|-------------------------------------|-----|
| 3D Art I – Modeling | 0.5 |
| 3D Art II – Animation | 0.5 |
| Computer Aided Design | 0.5 |
| Audio Engineering | 0.5 |
| Computer Literacy | 0.5 |
| Digital Arts I | 0.5 |
| Digital Arts II | 0.5 |
| Digital Photography & Graphics | 0.5 |
| Digital Video Production | 0.5 |
| Flash Animation | 0.5 |
| Game Design | 0.5 |
| Green Design and Technology | 0.5 |
| Introduction to C++ Programming | 0.5 |
| Introduction to Entrepreneurship I | 0.5 |
| Introduction to Entrepreneurship II | 0.5 |
| Introduction to Marketing I | 0.5 |
| Introduction to Marketing II | 0.5 |
| Online Game Design | 0.5 |

Learning Recovery Courses**High School**

English
 English I
 English II
 English III
 English IV

Mathematics

Algebra I
 Algebra II
 Geometry

Science

Biology

Chemistry

Earth Space Science

Physical Science

Physics

Social Studies

American Government

American History

Economics

World History

Attachment F: School Calendar for 2011 - 2012

INDIANA VIRTUAL
2011-2012 School Calendar

Aug 9 Students Start Tuesday – August 9

Sept 5 Labor Day - No School

Oct 20 - 21 Fall Break – No School

Nov 24 - 25 Thanksgiving - No School

Dec 16 – Teacher Records Day – No School

Dec 19 – 30 Winter Break - No School - End of First Semester

Jan 2 Winter Break – No School (Federal Holiday)

Jan 16 Martin Luther King Day - No School

Feb 20 Presidents Day - No School

Mar 30 and Apr 2-6 Spring Break – No School

May 25 Teacher Records Day – No School / End of Second Semester

Attachment G: List of Grades and Enrollment

Indiana Virtual

Grade Range of Pupils to be Enrolled

| | Year One | Year Two | Year Three | Year Four | Year Five |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Grades Served | No. Pupils | No. Pupils | No. Pupils | No. Pupils | No. Pupils |
| 6 | 75 | 150 | 200 | 250 | 250 |
| 7 | 75 | 150 | 200 | 250 | 250 |
| 8 | 75 | 150 | 200 | 250 | 250 |
| 9 | 75 | 150 | 200 | 250 | 250 |
| 10 | 75 | 150 | 200 | 250 | 250 |
| 11 | 75 | 150 | 200 | 250 | 250 |
| 12 | 75 | 150 | 200 | 250 | 250 |
| Total | 525 | 1,050 | 1,400 | 1,750 | 1,750 |

Attachment H: Enrollment Forms

Attachment I: Risk Management Philosophy

Indiana Virtual
Risk Management Philosophy

Indiana Virtual's risk management philosophy in relation to minimizing liability of the school, and its governing board and employees is to ensure that everyone connected with the school understand their responsibilities and obligations, and does their very best to meet them. Ensuring this goal is achieved starts with securing high quality employees to administer and staff the school, but it also includes a level of organization-wide training and continuing professional development for all those connected to the school.

From an insurance perspective, Indiana Virtual intends to utilize the services of Pearson Education – Florida Virtual School to coordinate the school's insurance needs through a reputable broker who will market the insurance requirements only to companies with an Excellent or Superior rating from A.M. Best. The broker is experienced in the education field and has secured insurance on behalf of other virtual charter schools. Indiana Virtual also intends to undertake periodic reviews of its coverage and limits to ensure the school is adequately insured with respect to changes in our business, industry trends, and potential exposures.

Attachment J: Statement of Indemnify

Indiana Virtual
Statement of Indemnification

- a. Indiana Virtual (“Charter School”) shall indemnify, defend and hold harmless Daleville Community Schools(Sponsor), related entities, and their respective officers, employees, and agents (collectively, the “University Indemnities”), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property of the Charter School, its faculty, students, patrons, employees, guests or agents (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) any alleged violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, sub-contractors, guests or agents, and/or (iv) any breach, default, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement (collectively, the “Covered Losses”). This indemnification shall not apply to the extent that any Covered Loss: (i) results from the negligence or wrongful act or omission of any University Indemnitee; (ii) results from any act or omission of the Charter School required by law or this Agreement; or (iii) is subject to indemnification coverage to be provided by BCI to the University Indemnitees pursuant of the terms of Indiana Virtual, Administrative and Technology Services Agreement; however, if BCI declines for any reason to provide said indemnification coverage, the Charter School shall be obligated to provide said coverage to the University Indemnitees pursuant to the provisions herein above.
- b. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

Attachment K: Budget

Attachment L: Staff Resumes

DAVID STASHEVSKY

14149 CALMING WATERS, FISHERS, IN 46038 DSTASHEVSKY@GMAIL.COM 317-770-0478 (H) 317-473-3099
(C)

OBJECTIVE: EDUCATIONAL LEADERSHIP POSITION

PROFILE

- Proven ability to use data to drive instructional changes
- Proven ability to lead faculty & staff into high performance (4 star)
- Proven ability to incorporate new technologies into the building & classrooms
- Proven ability to maintain high levels of performance despite increasing F/R numbers
- Proven ability to write & secure grant funding
- 10 years as an instructional leader in the classroom
- 10 years leading Daleville Elementary School as principal
- 4 years leading/facilitating principals & directors across the state through the process of instructional change using data analysis

RELEVANT EXPERIENCE & ACCOMPLISHMENTS

BUILDING & CORPORATION LEVEL LEADERSHIP

- Corporation Testing Coordinator (CTC) for ISTEP, Acuity, ECA, mCLASS, GQE, IREAD, ISTAR, IMAST
- PowerSchool Transition Specialist – responsible for transitioning our current student data management system (MMS) to PowerSchool (Pearson) by creating the foundational architecture of the new system to correctly map data elements
- DOE Reports – responsible for submission of most state reports for the district office as well as school level submissions
- Title I Program Director
- Successfully led a faculty through instructional changes resulting in dramatic gains (2001-04)

~ Average percent passing rose from 71% to 88% in 3 years ~ 6th grade ELA passing rose from 53%

to 89% ~ 6th grade Math passing rose from 72% to 98%

- Successfully maintained the school at the high performance level since 2004 ~ Gains have been sustained despite a F/R population rising past 40%
 - Developed a plan & budget for incorporating distance learning technologies between Daleville Community Schools & Cowan Community Schools. \$100,000.00 proposal met with favor at the DOE (Todd Huston)

- Developed a TCL partnership grant with Anderson Community Schools to acquire \$150,000.00 for DCS to establish the infrastructure & training needed for distance education
- Developed & secured the High Abilities & Title 1 grants for Daleville Community Schools
- Oversaw an elementary building project consisting of new HVAC, roof replacement, additional storage, & plumbing
- Expulsion Hearing Officer, Daleville Community Schools
- School Safety Specialist, Daleville Community Schools

PEER LEVEL LEADERSHIP

- Consultant & In-service Presenter, Data Analysis & Instructional Focus ~ Jay County

Schools (2007, 2008) ~ Alexandria Community Schools (2007, 2008) ~ Oregon-Davis Schools

(2007)

- Consultant, Data Analysis of ISTEP Scores ~ Over 50 corporations have used me to analyze

their ISTEP data & to provide instructional focus ~ Principal Growth Solutions, Inc

- Named the 2006 East Central Indiana Educator of the Year
- 2008 Graduate of IPLA (Indiana Principal Leadership Academy)
- IPLA Winter Conference, Presenter, Data Analysis (2008, 2009)
- IPLA Expert Session, Presenter, Group 44, Data Analysis (2008)

COMMUNITY LEVEL LEADERSHIP

- Developed & implemented the Community Learning Center for Daleville Elementary through a partnership with Lilly & the Ball Brothers Foundation
- Developed a partnership with the Daleville Community Library pairing volunteers with students in an after school tutoring program
- Developed & implemented a community craft fair for the residents of the Town of Daleville
- Ⓞ Recognized by out-of-district parents as a school of excellence as witnessed by 89 students
- transferring to Daleville Elementary during the 2010-11 school year
- Northpoint Board of Advisors

EMPLOYMENT HISTORY PRINCIPAL , *Daleville Elementary School*

- Daleville Community School District
- 430 students
- 4 Star in 2004, 2005, 2006
- 40% Free & Reduced Population

CEO, Principal Growth Solutions, Inc.

- Established consulting business in 2007
- Providing data analysis & instructional direction for 50+ school districts

ASSISTANT PRINCIPAL, *East Elementary School*

- South Madison Community Schools
- 850+ students

TEACHER, *Hamilton Southeastern Schools*

- Fall Creel Intermediate – 6th grade – Randy Schoeff, principal
- Hamilton SE Middle School – 6th grade – Randy Schoeff, principal

TEACHER, *Elwood Community Schools*

- Elwood Middle School – 8th grade science – Steve Patz, principal
- Teacher – Summer Migrant School

2001-present

2007-Present

1999-2001

1994-1999

1989-1994

EDUCATION

PRINCIPAL LICENSURE, Ball State University **PRINCIPAL LICENSURE**, Indiana University **M.ED. EDUCATION**, Curricular focus, Indiana Wesleyan University **B.S., HEALTH & PHYSICAL EDUCATION**, Bob Jones University

HONORS & AWARDS

MOST OUTSTANDING/SUCCESSFUL SCHOOL AWARD, INDIANA – 2010

~ Presented by the Association of Teachers Educators (ATE-IN) **EAST CENTRAL INDIANA**

EDUCATOR OF THE YEAR – 2006 INDIANA 4 STAR SCHOOL – 2004, 2005, 2006 STANDARD & POOR'S INDIANA OUTPERFORMING SCHOOL DISTRICT – 2006

REFERENCES PAUL GARRISON, *Superintendent, Daleville Community Schools*

8700 S. Bronco Drive, Daleville, IN 47334 765-378-3329 pgarrison@daleville.k12.in.us

TIM LONG, *Superintendent, Jay County Schools*

PO BOX 1239, Portland, IN 47371 260-726-9341 TLong94433@aol.com

317.403.9079 Cell

P. Scott Badger

6650 Dover Road
 Indianapolis, IN 46220
 (317) 403-9079

Sales/Business Development Consultant

psscottbadger@gmail.com

OVERVIEW**SKILLS SUMMARY****Business Development**

I am an accomplished information technology professional with twenty-five years of experience. Since 1984 I have managed the full life cycle of projects and large-scale programs from initiation to closeout.

Client Relationship

During the past several years, I have identified and realized that my true personal fulfillment is attained when I am able to identify, introduce, and bring business opportunities together with the best IT delivery team possible.

Team Development**Project Management****Account Management**

Business Development sums up who I am and what I desire to do as my career continues to move forward with the extreme technology advancements our world continues to experience.

SDLC Management**Software Delivery****Life Insurance**

Business Development allows me to utilize my communication skills, my people skills and my vast technical experiences to identify with business processes and business needs. I enjoy helping my customers effectively realize exactly where and how technology can be appropriately utilized to develop custom solutions that can be delivered in a timely and cost effective manner.

Property & Casualty Insurance**Unemployment Insurance****Government****Political Campaign Support****Education**

I understand business core values and the simple fact that businesses are in business to offer the products and/or services they desire to provide. My professional experience guides me to suggest or recommend that my customers make solid business decisions that will yield the Return On Investment (ROI) required to support their new or enhanced business offerings.

Automotive**Health Insurance**

Thus far in my career, I have had the opportunity to work in several diverse industries including Life insurance, Property & Casualty insurance, Health insurance, Manufacturing, Government, Political campaigning, Education, Automotive and Unemployment insurance.

EDUCATION

Masters Business Management

Indiana Wesleyan University, Indianapolis, Indiana – 20 credits completed

B.S. Business Management

Indiana Wesleyan University, Indianapolis, Indiana

Associate in Computer Technology

Vincennes University, Fort Harrison, Indiana

P. Scott Badger - Experience Continued**PROJECT EXPERIENCE****Micro Sources, Inc., Indianapolis, IN****May 1998 - Current****PROJECTS**

IT Business Development
 Automotive F&I application development
 Policy Admin Integration
 Unemployment Insurance
 Incumbent Worker Training
 Y2K Preparation

ROLE

IT Business Development
 Project Management
 ROI Analysis
 Risk Assessment/Mitigation
 Federal Grant Writing
 Vendor Selection
 National Sales

SKILLS

Personal Communications
 Client Relationships
 Business Development
 Project Management
 SDLC
 RFP and Grant Writing
 Team Development & Dynamics
 National Sales/Marketing

- Business Development for local Indianapolis-based IT companies. Providing sales of Information Technology consultants, products and services to a wide variety of businesses, whether here in Indiana or across the world. Responsible for getting the door open, to meet with business owners and decision makers to help scope their needs and to offer common sense business solutions. Responsible for contracting, delivering services and account management. Follow-up with clients is critical and typically produces ongoing sales for additional products or services the client requires.
- Managed a project to redevelop a Finance and Insurance Automotive Performance Reporting (APR) application for an Indianapolis-based agency that sells F&I products to automobile dealerships. This application was developed using .NET and was designed for a national deployment.
 - Assisted with the overall project management of the application development
 - Requirements gathering and general understanding of the business model
 - Interacted with the dealership employees who utilize the software to manage their overall performance and goals.
 - Accepted new business requirements and change requests to help finalize and customize this application so it would be administered by users with specific variable requirements depending on the products and services deployed at any given dealership and any given representative agency.
 - Coordinated a national marketing plan to connect this software into thousands of dealerships. The basic premise was to implement alongside other heavily utilized software systems that have already been deployed in dealerships. The APR system would be an add-on software tool to further aid the dealership in driving their profits through F&I.
- Business Development and Project Management for a local Indianapolis-based Internet software development company E-gineering, LLC.
 - E-gineering manages projects, architects solutions, and develops solid applications
 - Provided resources and services with uncompromised integrity and excellence; to form valuable relationships with customers, business partners, coworkers and the community.
 - Helped bring architecture-level-thinking, trusted consulting and senior-level skills to other Indiana companies
- Managed a project to integrate an Internet Quote web application

P. Scott Badger - Experience Continued

with Ascendant One software for Liberty Mutual Insurance Company in Indianapolis, Indiana. A multi-year and a multi-million dollar project effort to replace the company's legacy Policy Administration and Rating systems with Object-Oriented technology. J2EE and Websphere using the Rational Unified Process.

- Project Management efforts on the Unemployment Insurance Modernization (UIM) project for the State of Indiana
 - Managed a team of eight (8) full-time and twenty (20) part-time State resources through the gathering and refinement of user requirements.
 - Coordinated vendor meetings and presentations, which allowed the State resources an opportunity to see the market availability for established UI functional systems and/or components.
 - Outlined the UIM project benefits to executive management, the staff at DWD and the Indiana State Legislature by managing the efforts to produce conservative cost-benefit analysis studies, which highlighted the overall UIM project return on investment.
 - Developed a comprehensive Request for Proposal (RFP) to fully replace the current mainframe legacy applications with a modernized Unemployment Insurance and Employment Services system. The RFP outlined the full life cycle of this mission-critical project to define, architect and custom develop a web-based product that facilitates unemployment insurance tax collections, benefit payments, and employment services along with workflow and imaging to reduce management of paper and to provide world-class customer service to the State's employers, job seekers, unemployed and staff.
 - Managed the development of RFP evaluation and scoring criteria to meet State of Indiana procurement guidelines.
 - Established a thirty person RFP evaluation team comprised of executive management, business and technical subject matter experts, LAN/WAN specialists and departmental users to select the most appropriate UIM vendor.
 - Managed the RFP evaluation process, through Best and Final offers and into the final selection process for vendor award.
 - Prepared the recommendations document for a contract award.
 - Lead the team through the contracting process and negotiated the terms for a mutually beneficial contract between the vendor and the State of Indiana.
 - Developed the initial project plan and coordinated the Information Services training courses to equip the State resources with the knowledge required to develop web-based applications using J2EE, WebSphere, FileNet, Oracle and Rational's suite of tools.
 - Rewrote detailed user requirements and rewrote the RFP for a

P. Scott Badger - Experience Continued

- new vendor selection process following the cancellation of the initial UIM contract.
- Managed a team of six (6) full-time and up to eight (18) part-time resources through the full life cycle of a new application to collect monies for the Incumbent Worker Training fund for Indiana.
 - Managed the planning, design and deployment of application changes within the Customer Self Service System to incorporate web-based initial claims and continued claims for UI Benefits.
 - Managed and coordinated all the activities required to implement Y2K changes for Indiana's Workforce Development.
 - Managed and owned a multi-million dollar retail computer store.
 - Manufactured, assembled and configured Personal Computers and Network Servers for small and medium sized Indiana corporations.
 - Offered complete in-home computer services to individuals and home-based businesses.
 - Project managed the Y2K efforts for a major manufacturing food distribution organization. Successfully managed the conversion of 4000 COBOL programs running on a DOS/VSE and ICCF platform from COBOL 74 to COBOL 85.

Anthem, Inc, Indianapolis, IN

April 1991 – November 1998

PROJECT

Federal Employees Program
 Anthem Senior Benefits
 Acordia Personal Benefits
 CHAMPUS, Tri-Care
 Medicare Operation Support

- As the Director of Systems Development, had seven (7) full-time application developers and five (5) operations staff within a tri-state area supporting a \$25 million a year claims processing system to manage the Federal Employees Program within Anthem Blue Cross & Blue Shield.
- Managed the applications to support Anthem Senior Benefits Plan.
- Managed the applications teams that supported the Columbus, Indiana based Tri-Care line of business for CHAMPUS health insurance and the Department of Defense.
- Managed system support, help desk and customer service for the Medicare operation.

ROLE

Director of Systems
 Applications Management
 Customer Service Center

SKILLS

Team Development & Dynamics
 Project Management
 Application team management

P. Scott Badger - Experience Continued

PALLM, Inc., Indianapolis, IN**May 1984 – April 1991**

PROJECT

Vector Systems

ROLE

Account Management

Programmer Analyst

Life and Property/Casualty
Insurance Management**SKILLS**

Life Insurance License

Property/Casualty License

- Account Management and liaison providing services to four different insurance companies who operated life insurance applications within the Gateway datacenter operation.
- Responsible for customer service and account billings along with application support and on-call operation support.
- Programmer Analyst responsible for the installation and support of mainframe based Life insurance and Property & Casualty applications installed around the United State and Canada.

THOMAS H. STOUGHTON

Tom has held strategic management and consulting position with state and local governments and businesses for over 30 years. Tom has served as a Public Policy Management Consultant to a number of clients.

With a Masters in Instructional Systems Technology, Tom has been hired as a Professional Education & Technology Consultant by over 100 public school corporations, the Indiana Department of Education, Indiana University, Purdue University, Indiana University Purdue University Indianapolis and the Indianapolis – Marion County Public Library to research needs and assist in the preparation and facilitation of their strategic plan.

Tom's expertise is in developing and facilitating strategic plans based on analysis drawn from the collection of primary and secondary research. Much of his research is performed through the utilization of Community Leadership Audits, Public Opinion Research Surveys, Focus Groups, Demographic Analysis and Community Profiles.

During the 1970's, Tom served as the Administrator of the Indiana Alcoholic Beverage Commission in charge of 3 divisions and an annual budget of \$2,450,000. Tom was contracted by the Indianapolis City-County Council in 1981 as a Public Policy Management Consultant and Financial Analyst responsible for balancing the annual budget of \$780,000,000 for Indianapolis and Marion County, Indiana.

Prior to working in Indianapolis, Tom was an Associate Professor at the Rochester Institute of Technology, New York University. Also, Tom is a graduate of Indiana University possessing a Masters in Science Degree.

Tom also serves as a member of the United States Small Business Administration Advisory Council.

Attachment M: Staffing Matrix

**Attachment N: Education Management Organization
Information**

Indiana Virtual
Education Management Organization Information

As part of the requirements for a Proposal to Charter, the Office of Charter Schools requests certain information about each Educational Management Organization (EMO) that will contract with the school. BCI provides the following information:

1. Name of Education Management Organization

Indiana Virtual, LLC
2206 E. 96th Street
Indianapolis, IN 46240

2. List of all EMO owners, directors and officers

Steve Stoughton

3. Type or Form of EMO:

Limited Liability Company

Indiana Virtual
Staffing Matrix

All employees will be employees of Indiana Virtual and that further, under the school's agreement with Pearson Education and Florida Virtual School. Indiana Virtual has the responsibility and authority for determining the administrative staffing levels necessary to carry out its obligations to the Board.

Indiana Virtual has shared with the Board a detailed plan for administrative staffing.

With respect to its staffing plan, Indiana Virtual has stated at present it intends to employ a Head of School, an Assistant Head of School, and a Technology Director.

Finally, Indiana Virtual's staffing plan also calls for an office administrator.



DEPARTMENT OF EDUCATION

Dr. Jennifer McCormick
Superintendent of Public Instruction*Working Together for Student Success***MEMORANDUM**

TO: Ms. Feeser, Principal
Indiana Virtual School #9890

FROM: Dr. Charity Flores, Director
Office of Student Assessment

SUBJECT: Investigation Follow-up

DATE: June 20, 2018

Our office reviewed the documentation submitted regarding concerns about Spring 2018 ISTEP+ testing at Indiana Virtual School. Based on the investigation documentation submitted, the Indiana Department of Education (IDOE) determined the violations listed below occurred:

- ISTEP+ Part 1 test sessions administered by at least one Examiner on March 6, 2018 deviated from prescribed test administration procedures. The Examiner provided the read-aloud accommodation to some students while other students without a read-aloud accommodation were seated at the same table for testing (see Section 9 Part C in Chapter 13 of the Indiana Assessment Program Manual, Section 3 "Protocol for Administering the Read-Aloud Accommodation with a Human Reader" in Appendix E of the Indiana Assessment Program Manual, and 5(a) in the Code of Ethical Practices and Procedures);
- The testing environment for multiple students on March 6, 2018 was not free of distractions due to disruptions from delivery personnel and/or school staff talking periodically in the testing areas (see 5(a) and (c) in the Code of Ethical Practices and Procedures); and
- The school did not provide attendance documentation verifying all applicable staff completed required test security and accommodations training (see Section 4 Part C in Chapter 13 of the Indiana Assessment Program Manual).

The test sessions during which at least one Examiner provided the read-aloud accommodation in the presence of 10th and 11th grade students who are not entitled to this accommodation represents a breach in test integrity and test administration. This breach necessitates the invalidation of all ISTEP+ Part 1 test sessions administered by

SBOE Exhibit 2

this Examiner on March 6, 2018 for the 10th and 11th grade students who are not entitled to this accommodation.

Also, the ISTEP+ Part 1 Mathematics assessment of the student who was tested in the alcove on March 6, 2018 must be invalidated due to concerns regarding the quality of the student's testing environment.

In addition, the IDOE requires that Indiana Virtual complete the following to address the violations found:

1) Submit a signed corrective action plan describing how Indiana Virtual will:

- (a) Ensure through monitoring that school staff are appropriately adhering to test administration, accommodation and test security procedures during operational testing (see Section 6 Part B "Monitoring" in Chapter 13 of the Indiana Assessment Program Manual);
 - In the event that Indiana Virtual is monitored, documentation monitoring has been conducted will be requested.
- (b) Ensure staff administering assessments to students with Individualized Education Plans (IEP), Individualized Learning Plans (ILP), or Section 504 Plans provide each student with accommodations in an appropriate manner (see Section 6 Part A "Testing Accommodations" in Chapter 13 of the Indiana Assessment Program Manual, Section 3 "Protocol for Administering the Read-Aloud Accommodation with a Human Reader" in Appendix E of the Indiana Assessment Program Manual, 5 (a) and (b) in the Code of Ethical Practices and Procedures, and #10 in the Indiana Testing Security and Integrity Agreement);
 - In the event that Indiana Virtual is monitored, documentation monitoring of accommodation test sessions has been conducted will be requested.
- (c) Ensure that parents of students with an IEP, ILP, or Section 504 Plan are provided with a summary of the testing accommodations to which their children are entitled prior to each testing window (including the upcoming ISTEP+ Grade 10 Summer Retest July 2018 – August 2018 testing window);
 - In the event that Indiana Virtual is monitored, documentation parents were provided with this information will be requested.
- (d) Ensure the quality of the testing environment for all students. The corrective action plan must also provide a description regarding how Indiana Virtual will ensure that students with a 1:1 or small group testing accommodation are tested in an appropriate testing environment;
 - In the event that Indiana Virtual is monitored, documentation monitoring of the quality of the testing environment for all students

SBOE Exhibit 2

as well as the environment for students with accommodations has been conducted will be requested.

(e) Ensure that documentation of training completion (i.e., test administration, test security, and testing accommodations trainings) for the current school year is on file at the local level by IDOE's deadlines and prior to testing (see Section 4 Part C and Section 5 in Chapter 13 of the Indiana Assessment Program Manual and 3(j) in the Code of Ethical Practices and Procedures);

- In the event that Indiana Virtual is monitored, documentation staff have completed the appropriate training by IDOE's deadlines and prior to testing will be requested.

(f) Ensure that staff receive a refresher training on test security protocol prior to the school corporation's next test administration. This refresher shall ensure that staff members have a clear understanding of their responsibilities related to assessment implementation and test security. In addition to other topics, the training must include a discussion and review of the following test administration/security policies:

- i. Test examiners must follow the procedures in manuals, including procedures referring to testing conditions, timing, and instructions (see 5(a) in the Code of Ethical Practices and Procedures);
- ii. Staff administering assessments must assume responsibility for the quality of testing conditions (see 5(c) in the Code of Ethical Practices and Procedures);
- iii. Test examiners must provide accommodations in the appropriate manner (see Appendix E of the Indiana Assessment Program Manual and 5(b) in the Code of Ethical Practices and Procedures);
- iv. It is a violation of test administration procedures to deviate from the prescribed administration procedures specified in manuals (see Section 9 Part C in Chapter 13 of the Indiana Assessment Program Manual); and
- v. In the event that Indiana Virtual is monitored, documentation of staff completion of this refresher training will be requested.

2) A draft of the Parent Letter Indiana Virtual intends to send to the parents of the 10th and 11th grade students whose tests will be invalidated sharing a) although they will see scores in the Parent Portal, the IDOE has invalidated their child's Spring 2018 ISTEP+ Part 1 test due to a test administration violation and b) details regarding the next retest opportunity. The draft Parent Letter must be submitted to the IDOE by the close of business on **June 21, 2018**. Indiana Virtual is prohibited from sending the letter to parents/guardians *before* receiving written approval of the letter from the IDOE.

SBOE Exhibit 2

- The IDOE will review Indiana Virtual's Parent Letter and will provide notification once the letter has been approved.
- Indiana Virtual must send the letter to parents/guardians within 48 hours of IDOE's approval of the letter.

Indiana Virtual must submit a signed Assurance Statement confirming it has provided a copy of the Parent Letter to all applicable parents/guardians by **July 5, 2018**. Evidence that Indiana Virtual has provided the letter to all parents/guardians must be locally kept on file.

We look forward to receiving the requested information by the close of business on the deadlines outlined in the chart below:

| Deadline | Documentation |
|---------------|--|
| June 21, 2018 | <ul style="list-style-type: none"> • Draft Parent Letter (Item #2) |
| July 5, 2018 | <ul style="list-style-type: none"> • Signed and dated corrective action plan on corporation letterhead (Item #1) • Assurance statement on school letterhead confirming letters have been provided to parents (Item #2) |

Please feel free to contact our office if you have any questions or need additional assistance.



500 E. 96th Street, Ste. 400 Indianapolis, IN 46240
 T: 317-581-5355 F: 317-581-5399 www.indianavirtual.com

Indiana Virtual School Corrective Action Plan

A) IDOE Requirement:

Ensure through monitoring that school staff are appropriately adhering to test administration, accommodation and test security procedures during operational testing (see Section 6 Part B “Monitoring” in Chapter 13 of the Indiana Assessment Program Manual).

Description of Indiana Virtual School’s Future Action Steps:

1. Every test site will be monitored by the CTC or an STC to ensure that staff are appropriately adhering to test administration and test security procedures during operational testing.
2. During monitoring, CTC/STC will ensure that Test Examiners and Proctors ensure that all students:
 - o Receive appropriate accommodations.
 - o Follow instructions.
 - o Respond in the appropriate places in answer documents.
 - o Do not exchange answers.
 - o Do not interfere with or distract others.
 - o Use only permitted materials and devices.
3. CTC/STC will monitor during testing to ensure staff are adhering to test administration and test security protocols with fidelity. Documentation (monitoring logs/reports) of monitoring conducted during testing will be kept on file at the local level.

B) IDOE Requirement:

Ensure staff administering assessments to students with Individualized Education Plans (IEP), Individualized Learning Plans (ILP), or Section 504 Plans provide each student with accommodations in an appropriate manner – see:

- Section 6 Part A “Testing Accommodations” in Chapter 13 of the Indiana Assessment Program Manual,
- Section 3 “Protocol for Administering the Read-Aloud Accommodation with a Human Reader” in Appendix E of the Indiana Assessment Program Manual,
- 5 (a) and (b) in the Code of Ethical Practices and Procedures
- #10 in the Indiana Testing Security and Integrity Agreement.

Description of Indiana Virtual School’s Future Action Steps:

SBOE Exhibit 2

1. Test Examiners will be made familiar with the testing accommodations approved for students with disabilities, students with Limited English Proficiency, and students with medical conditions covered by Section 504 of the Rehabilitation Act.
2. The Test Coordinator will ensure Test Examiners are aware of all test accommodations a student will need prior to a test session that Test Examiners receive training to provide appropriate accommodations.
 - a. If a student is not provided a test accommodation listed in his or her IEP, Section 504 Plan or Individual Learning Plan (ILP), the school must submit a Testing Irregularity Report and notify the student's parent and contact the IDOE for guidance as to whether the test session(s) must be invalidated.
3. Test examiners will follow the procedures in the test manuals, including procedures referring to testing conditions, timing, and instructions. Test examiners will be made aware that failure to follow the specified procedures can invalidate the results.
4. Test examiners will follow accommodations as outlined in a student's Individualized Education Program, Individual Learning Plan, and/or plan developed pursuant to Section 504 of the Rehabilitation Act of 1973. Test examiners will provide appropriate accommodations as required by 511 IAC 5-2-4(b).
5. If serving as an examiner for a student with an Individualized Education Program, Individual Learning Plan, or plan developed pursuant to Section 504 of the Rehabilitation Act of 1973, Test Examiners will adhere to the accommodations listed therein. If serving as an examiner for a student who has a temporary condition and requires an accommodation pursuant to 511 IAC 5-2-4(b), Test Examiners will provide appropriate accommodations.

C) IDOE Requirement:

Ensure that parents of students with an IEP, ILP, or Section 504 Plan are provided with a summary of the testing accommodations to which their children are entitled prior to each testing window (including the upcoming ISTEP+ Grade 10 Summer Retest July 2018 – August 2018 testing window).

Description of Indiana Virtual School's Future Action Steps:

1. Parents of students with an IEP, ILP, or Section 504 Plan will be provided with a summary of the testing accommodations to which their children are entitled four to six weeks prior to each testing window.

D) IDOE Requirement:

Ensure the quality of the testing environment for all students. The corrective action plan must also provide a description regarding how Indiana Virtual will ensure that students with a 1:1 or small group testing accommodation are tested in an appropriate testing environment.

SBOE Exhibit 2

Description of Indiana Virtual School's Future Action Steps:

1. **All students will test in an academic setting (classroom/conference room on a college campus or other meeting facility specifically reserved for testing).**
2. **Student's with a 1:1 or small group testing accommodation will test in a classroom/conference room designated solely for their use.**

E) IDOE Requirement:

Ensure that documentation of training completion (i.e., test administration, test security, and testing accommodations trainings) for the current school year is on file at the local level by IDOE's deadlines and prior to testing (see Section 4 Part C and Section 5 in Chapter 13 of the Indiana Assessment Program Manual and 3(j) in the Code of Ethical Practices and Procedures).

Description of Indiana Virtual School's Future Action Steps:

1. **CTC will provide test security, testing accommodations and test administration training to all applicable staff and ensure documentation (sign-in sheets, attendance logs, training agendas, and other training materials) that all applicable staff have completed required trainings is on file at the local level.**

F) IDOE Requirement:

Ensure that staff receive a refresher training on test security protocol prior to the school corporation's next test administration. This refresher shall ensure that staff members have a clear understanding of their responsibilities related to assessment implementation and test security. In addition to other topics, the training must include a discussion and review of the following test administration/security policies:

- i. *Test examiners must follow the procedures in manuals, including procedures referring to testing conditions, timing, and instructions (see 5(a) in the Code of Ethical Practices and Procedures);*
- ii. *Staff administering assessments must assume responsibility for the quality of testing conditions (see 5(c) in the Code of Ethical Practices and Procedures);*
- iii. *Test examiners must provide accommodations in the appropriate manner (see Appendix E of the Indiana Assessment Program Manual and 5(b) in the Code of Ethical Practices and Procedures);*
- iv. *It is a violation of test administration procedures to deviate from the prescribed administration procedures specified in manuals (see Section 9 Part C in Chapter 13 of the Indiana Assessment Program Manual).*

Description of Indiana Virtual School's Future Action Steps:

SBOE Exhibit 2

1. Staff will receive refresher trainings no less than 10 days prior to the start of each test window. The refresher training will include but will not be limited to the following information:
 - a. Test examiners will be made aware that they must follow the procedures in manuals, including procedures referring to testing conditions, timing, and instructions (see 5(a) in the Code of Ethical Practices and Procedures)
 - b. Staff administering assessments will be made aware that they must assume responsibility for the quality of testing conditions (see 5(c) in the Code of Ethical Practices and Procedures);
 - i. CTC will ensure that plans are in place for an ideal testing environment for all students. If concerns arise on the day of the test, staff will notify CTC and together they will adjust plans to ensure that the environment is free from distractions and that the appropriate accommodations are given to students with and IEP, ILP, or 504 Plan.
 - c. Test examiners will be made aware that they must provide accommodations in the appropriate manner (see Appendix E of the Indiana Assessment Program Manual and 5(b) in the Code of Ethical Practices and Procedures);
 - d. Staff will be reminded that it is a violation of test administration procedures to deviate from the prescribed administration procedures specified in manuals (see Section 9 Part C in Chapter 13 of the Indiana Assessment Program Manual).

Sara Fesus, Principal

July 19, 2018



November 20, 2018



Mr. Robert Garrison
Daleville Community Schools
14300 West 2nd Street
Daleville, IN 47334

Dear Mr. Garrison:

Enclosed please find letters mailed to the principal and several teachers at Indiana Virtual School. I mistakenly sent them to the Indiana Virtual Academy instead of the Indiana Virtual School. I have spoken to the Academy and they are destroying the letters they received. I apologize for my error and the confusion this has caused. Copies were mailed to the teachers at their home addresses on file with the Department and I have spoken to several of them via the phone. If you should have any questions, please feel free to contact me.

Best Regards,

A handwritten signature in blue ink that appears to read "Kelly M. Bauder".

Kelly M. Bauder
Attorney at Law

November 16, 2018

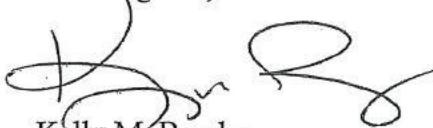
[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

Dear [REDACTED]

The Indiana Department of Education ("Department") has completed all investigations regarding your involvement in testing concerns during administration of the ISTEP+ test at Indiana Virtual Academy. Please be advised that you should adhere to the Code of Ethical Practices and Procedures for ISTEP+ administration to ensure that your school is not at risk of having test scores invalidated in the future. The Department has decided not to take action against your Indiana teaching license. However, your name has been entered in the Department's database we are required to maintain in order to monitor misconduct of Indiana educators. This database is not public, it is used as a mechanism for the Department to maintain information to determine if there is a pattern of misconduct that warrants action against an educator's license. If you should engage in this type of behavior again, the Department may seek revocation or suspension of your teaching licenses. This matter is considered closed.

If you should have any questions or concerns, please feel free to contact me at 317-232-6646 or kbauder@doe.in.gov.

Best Regards,



Kelly M. Bauder
Attorney at Law

Cc: [REDACTED] Indiana Virtual Academy

November 16, 2018

[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

Dear [REDACTED]

The Indiana Department of Education ("Department") has completed all investigations regarding your involvement in testing concerns during administration of the ISTEP+ test at Indiana Virtual Academy. Please be advised that you should adhere to the Code of Ethical Practices and Procedures for ISTEP+ administration to ensure that your school is not at risk of having test scores invalidated in the future. The Department has decided not to take action against your Indiana teaching license. However, your name has been entered in the Department's database we are required to maintain in order to monitor misconduct of Indiana educators. This database is not public, it is used as a mechanism for the Department to maintain information to determine if there is a pattern of misconduct that warrants action against an educator's license. If you should engage in this type of behavior again, the Department may seek revocation or suspension of your teaching licenses. This matter is considered closed.

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November 16, 2018

[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

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Kelly M. Bauder
Attorney at Law

Cc: [REDACTED] Indiana Virtual Academy



November 16, 2018

[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

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Best Regards,

Kelly M. Bauder
Attorney at Law

Cc: [REDACTED] Indiana Virtual Academy



November 16, 2018

[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

Dear [REDACTED]

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If you should have any questions or concerns, please feel free to contact me at 317-232-6646 or kbauder@doe.in.gov.

Best Regards,

Kelly M. Bauder
Attorney at Law

Cc: [REDACTED]  Indiana Virtual Academy

November 16, 2018

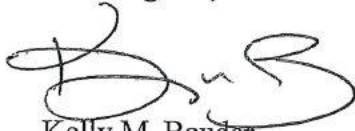
[REDACTED]
Indiana Virtual Academy
901 West US 50
Versailles, IN 47042

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Best Regards,



Kelly M. Bauder
Attorney at Law

Cc: [REDACTED] Indiana Virtual Academy

SBOE Exhibit 2



DEPARTMENT OF EDUCATION

Dr. Jennifer McCormick
Superintendent of Public Instruction

Working Together for Student Success

2018-2019 Assessment Onsite Monitoring Checklist

| | | | |
|------------------------------|---|-----------------|------|
| Corporation Name/Number | Indiana Virtual School / 9890 | | |
| School Name/Number | Indiana Virtual School / 2488 | | |
| School Staff Interviewed | Elizabeth Spivey, Corporation Test Coordinator | | |
| IDOE Monitor Name(s) | Molly Chamberlin & Nicole Dunn / Nicole Dunn & Kelly Dunn | | |
| Date & Time Onsite Conducted | November 26, 2018 2:15 p.m. / December 7, 2018 1:30 p.m. | | |
| Assessment Monitored | ILEARN | ISTEP+ Grade 10 | I AM |
| | IREAD-3 | ISTEP+ ECAs | WIDA |

Overall Summary:

No additional follow-up needed

Additional follow-up as described in one or more Comment sections is needed

Rating Key:

(2) All documentation provided, (1) Some documentation provided, (0) No documentation provided

| Monitoring Topic: Communication | | | |
|---|--|--------|----------|
| <i>Questions:</i> | | | |
| 1. How do STCs and school staff receive communication from IDOE and testing vendors about the assessment? | | | |
| 2. Who develops and shares the Testing Schedule with staff? | | | |
| 3. Please provide a copy of the testing schedule. | | | |
| # | Item | Rating | Comments |
| 1 | Copies of assessment communication CTC has provided/sent to STCs (Emails to STC or Meeting agendas with CTC and STC/Memos to STC, etc.) | 2 | |
| 2 | Copies of assessment communication STC has provided/sent to school staff | 2 | |

SBOE Exhibit 2

| | | | |
|---|--|---|--|
| | (Assessment emails to staff or staff meeting agendas re: Assessments, etc.) | | |
| 3 | Schedule for test administration (Test schedule for applicable content areas is available and includes each applicable grade level) | 2 | |

| Monitoring Topic: Staff Training |
|----------------------------------|
|----------------------------------|

Questions:

1. Describe how training related to test administration, test security and testing accommodations is conducted.

2. How do you ensure all required staff have completed training prior to testing?

**Verification training occurred prior to testing must be provided*

| # | Item | Rating | Comments |
|---|---|--------|---|
| 4 | Test Administration Training Documentation* (a) Detailed Agenda or PowerPoint or Training Packet; and (b) Attendance Sign-in Sheet; and (c) Some Reference to Examiner's Manuals/Pretest Workshop/Indiana Assessment Policies, Administration, & Security Manual | 1 | <p>***Same concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</p> <p>Training materials included reference to Indiana Assessment Policies, Administration, & Security Manual generally, but training agenda provided did not reference training for ISTEP+ Grade 10 specifically and no attendance documentation was provided. (See Section 4 Part C, Section 5 and Section 9 Part D #2 of the Indiana Assessment Policies, Administration, & Security Manual as well as the Code of Ethical Practices and Procedures (3j))</p> |
| 5 | Test Security Training Documentation* (a) Detailed Agenda or PowerPoint or Training Packet; and (b) Attendance Sign-in Sheet; and | 1 | <p>***Same concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</p> <p>Detailed agenda included link to PowerPoint with</p> |

SBOE Exhibit 2

| | | | |
|---|---|---|---|
| | (c) Some Reference to Code of Ethics/IDOE Test Security Training/Integrity Agreement/ Indiana Assessment Policies, Administration, & Security Manual | | appropriate references, but no attendance documentation was provided. (See Section 4 Part C of the Indiana Assessment Policies, Administration, & Security Manual) |
| 6 | <p>Testing Accommodations Training Documentation*</p> <p>(a) Detailed Agenda or PowerPoint or Training Packet; and</p> <p>(b) Attendance Sign-in Sheet; and</p> <p>(c) Some Reference to Accessibility and Accommodations Guidance document/IEPs/ILPs/504 Plans</p> | 0 | <p>***Similar concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</p> <p>Documentation of test accommodation training and staff completion of this training was not provided. (See Section 4 Part C and Section 9 Part D #5 of the Indiana Assessment Policies, Administration, & Security Manual)</p> |

| Monitoring Topic: Test Security | | | |
|---------------------------------|--|--|--|
|---------------------------------|--|--|--|

Questions:

1. Where are test materials stored? Who has access to test materials once they are stored?
2. How are secure test materials inventoried/tracked before, during, and after testing?
3. How do you monitor to ensure test administration and test security requirements are being followed by Examiners/Proctors?
4. How do you monitor to ensure Examiners administer testing accommodations appropriately?
5. How do you ensure all required staff have signed Testing Security & Integrity Agreements on file prior to testing?
6. How do you ensure your corporation's Local Test Security Policy is shared with staff? Please share a copy of your corporation's Local Test Security Policy (see Section 9 Part D in Indiana Assessment Policies, Administration, & Security Manual).

| # | Item | Rating | Comments |
|---|--|--------|---|
| 7 | Secure storage of test materials (Confirm room is locked at all times and only STC or administrator can unlock) | 0 | CTC informed monitors there are no paper test materials for secure storage and that test tickets are stored in CTC's home. A staff member's home is |

SBOE Exhibit 2

| | | | |
|----|--|---|--|
| | | | not a secure storage location for test tickets or other secure test materials. In addition, per the testing vendor's records, multiple secure paper test materials (Large Print, Read Aloud Script, paper tests, etc.) were shipped to the school. As such, the test tickets and other secure paper test materials should have been securely stored at the school's main office. (See the Code of Ethical Practices & Procedures (3e)) |
| 8 | <p>Controlled and limited access to secure materials</p> <p>(a) Chain of custody documentation with signatures, times, and dates that materials were removed or returned; and</p> <p>(b) STC or designee supervises daily pick-up and return of test materials; and</p> <p>(c) STC or designee inventories and tracks materials at end of each testing day</p> | 1 | <p><i>***Same concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</i></p> <p>CTC described process of controlling pick-up and return of materials before and after each assessment, however, no chain of custody or inventory documentation was provided. (See the Code of Ethical Practices & Procedures 3(d)(2) and (3e))</p> |
| 9 | <p>Local monitoring of testing rooms by STC or designees during testing</p> <p>(a) Log or Record of monitoring conducted; and</p> <p>(b) Description of local monitoring process</p> | 1 | <p><i>***Same concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</i></p> <p>Monitoring was described; however, documentation of monitoring was not provided. (See Section 6 Part B #6 of the Indiana Assessment Policies, Administration, & Security Manual)</p> |
| 10 | <p>Monitoring of Examiners providing testing accommodations</p> <p>(a) Log or Record of monitoring conducted; and</p> <p>(b) Description of local monitoring process</p> | 1 | <p><i>***Same concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.***</i></p> |

SBOE Exhibit 2

| | | | |
|----|--|---|--|
| | | | Monitoring was described; however, documentation of monitoring was not provided. (See Section 6 Part B #6 of the Indiana Assessment Policies, Administration, & Security Manual) |
| 11 | Required staff sign Testing Security & Integrity Agreements prior to testing (Sampling of examiners selected from test schedule, and sampling of other staff such as Principal, STC, custodians or front office staff) | 1 | ***Similar concern was shared by IDOE on Spring 2018 ISTEP+ monitoring report.*** All but two of the signed Integrity Agreements shared with monitors were for the 2017-2018 vs. the 2018-2019 school year. (See the Code of Ethical Practices and Procedures (3j)) |
| 12 | Local Test Security Policy on file and shared with staff (a) Copy of local Test Security Policy; and (b) Description regarding how policy is shared with staff | 0 | School does not have a current local test security policy that is shared with staff. (See Section 9 Part D of the Indiana Assessment Policies, Administration, & Security Manual) |

| Monitoring Topic: Room Observations | | | |
|-------------------------------------|--|--|--|
|-------------------------------------|--|--|--|

| | | | |
|------------|--|--|--|
| Questions: | | | |
|------------|--|--|--|

- | | | | |
|--|--|--|--|
| 1. Are any tests being administered today? | | | |
| 2. Please allow us to observe a few testing rooms (minimum 2 rooms). | | | |

| | | | |
|-----------------------------------|--|--|--|
| Rooms Observed (Room #/location): | | | |
|-----------------------------------|--|--|--|

| # | Item | Rating | Comments |
|----|--|--------|--|
| 13 | Appropriate testing environment (a) Balanced examiner/student ratio; (b) Room was free from distractions; (c) Unacceptable reference materials have been removed from walls; (d) No cell phones or unallowable devices were present; (e) Desks were clear of any materials not related to testing | 2 | Rating is related to monitoring on November 26, 2018. Monitors were unable to observe testing on December 7, 2018. |

SBOE Exhibit 2

| | | | |
|----|--|---|--|
| 14 | Examiner/Proctor actively monitored testing room | 2 | Rating is related to monitoring on November 26, 2018. Monitors were unable to observe testing on December 7, 2018. |
|----|--|---|--|

Additional Comments:

Seven out of the nine areas in need of improvement in this report were also identified as concerns during IDOE's Spring 2018 ISTEP+ monitoring visit. This indicates Indiana Virtual School (IVS) did not effectively implement its corrective action plan from Spring 2018 ISTEP+ monitoring. In addition, the initial test schedule submitted by IVS included incorrect testing times and testing room locations (students were tested in a room not shared on IVS's test schedule at the IUPUI site). These same issues were identified as concerns during IDOE's attempts to monitor Summer 2018 ISTEP+ testing.

By 4:00 p.m. (Eastern) on January 17, 2019, please submit a written Corrective Action Plan on corporation letterhead signed (by all of the individuals indicated on IDOE's template) and dated sharing the steps that will be implemented to address each monitoring item that received a rating of "1" or "0". Please use the template provided by IDOE.



Indiana Virtual School

Winter 2018 ISTEP+ Monitoring Corrective Action Plan

A) Monitoring Topic #4:

Test Administration Training Documentation

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will see that all staff sign in to each ISTEP+ training. Corporation Testing Coordinator will be sure to include training specific for ISTEP+ 10 in the agendas.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

B) Monitoring Topic #5:

Test Security Training Documentation

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will see that all staff sign in to the Test Security Training and that an agenda is saved for documentation purposes.

Implementation Date: 1/17/2019

SBOE Exhibit 2

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

C) Monitoring Topic #6:

Testing Accommodations Training Documentation

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will include accommodations training information covered in meetings to the meeting agendas for IDOE documentation.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

D) Monitoring Topic #7:

Secure Storage of Test Materials

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will be sure to document that all test materials are stored and locked in the testing office at Indiana Virtual School.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

E) Monitoring Topic #8:

Controlled and Limited Access to Secure Materials

SBOE Exhibit 2

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will document when any ISTEP materials are checked out by a teacher for testing.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

F) Monitoring Topic #9:

Local Monitoring of Testing Rooms

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will document monitoring of all testing rooms.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

G) Monitoring Topic #10:

Monitoring of Examiners Providing Testing Accommodations

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will document all monitoring of testing accommodations.

Implementation Date: 1/17/2019

SBOE Exhibit 2

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

H) Monitoring Topic #11:

Required Staff Sign Testing Security & Integrity Agreements Prior to Testing

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will keep documentation of staff signing agreements prior to testing,

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

I) Monitoring Topic #12:

Local Test Security Policy on File and Shared with Staff

Description of Indiana Virtual School's Future Action Steps:

Corporation Testing Coordinator will share local test security policy with staff.

Implementation Date: 1/17/2019

Name of Staff Member Responsible: Elizabeth Salesman, Corporation Testing Coordinator

SBOE Exhibit 2

Assurances:

By signing below, I agree to ensure that Indiana Virtual School completes the action steps described in this document.

Percy Clark, Jr. Percy Clark, Jr. 01-17-2019
Superintendent's Printed Name Signature Date

Elizabeth Salesman Elizabeth Salesman 1/17/2019
CTC's Printed Name Signature Date

Indiana Virtual Education Foundation, Inc.
d/b/a Indiana Virtual School
500 East 96th Street, Suite 400
Indianapolis, IN 46240
(317) 581-5355
www.indianavirtual.com

February 7, 2019

VIA EMAIL ONLY

Dr. Charity Flores, Director
Office of Student Assessment

Dr. Nancy Holsapple, Director
Office of Special Education

Indiana Department of Education
115 West Washington Street, Room 600
Indianapolis, IN 46204

Re: February 6, 2019 Memorandum ("Memorandum")
Assessment and Special Education Concerns

Dear Drs. Flores and Holsapple:

This letter is in response to your February 6, 2019 Memorandum. Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School ("IVS") acknowledges receipt of the Memorandum and assures you and the Department of Education ("Department") of IVS's commitment to addressing the concerns and issues identified in the Memorandum and to implementing appropriate corrective action.

I can unequivocally state my belief that the Department and IVS share a common goal of ensuring the fair treatment and testing of all IVS students in a legally compliant manner. To that end, attached is a signature page from the corrective action plan signed by me and our test coordinator and Special Education Director. A similar communication was sent by our authorizer, Daleville Community Schools.

The unique nature of online education and IVS's student population cannot be ignored in establishing testing protocols and conducting the testing. While IVS's commitment is unwavering, we believe all parties, including our students and their parents, would benefit from an in-person meeting at which IVS can air its concerns relative to the Department's demands and provide insight as to peculiarities of the IVS students and parents relative to testing protocols.

We will communicate with you regarding meeting dates as soon as we determine the availability of necessary individuals. In the interim, we appreciate your patience.

Respectfully yours,



Dr. Percy Clark, Jr.
Superintendent
PCJ/tgb
Enclosure

Cc: Paul Garrison (DCS)(via email)
Lora Feeser

Assurances:

By signing below, I agree to ensure that Indiana Virtual School completes the action steps described in this document.

Percy Clark, Jr. Percy Clark, Jr. 01-17-2019
Superintendent's Printed Name Signature Date



Elizabeth Salesman Elizabeth Salesman 1/17/2019
CTC's Printed Name Signature Date

February 12, 2019

Mr. Paul Garrison, Superintendent
 Daleville Community Schools
 14300 West 2nd Street
 Daleville, IN 47334



RE: Indiana Virtual School and the Indiana Virtual Pathways Academy

Dear Mr. Garrison:

Thank you for talking to Marsha Bugalla and me earlier in the week January 31, 2019 about the Indiana Virtual School and the Indiana Virtual Pathways Academy issues that were discussed between the Office of Special Education and Virtual Schools staff on January 24, 2019. The meeting was convened to discuss the Noncompliance with Article 7 – Transition Individual Education Plan. (511 IAC 7-43-4 Transition individualized education program including transition assessments, transition IEP components, and transition services).

I have attached a summary from our conversation regarding the information gathered prior to the visit and topics discussed during the visit.

As the meeting came to a close on January 24 the group talked about the next steps that could be taken to address not only the finding of noncompliance for federal indicator 13, Transition IEP elements, but other areas of concerns discussed in the meeting.

1. OSE staff agreed to review/monitor additional transition IEPs and set up a meeting with the three teachers of record to address the noncompliance and how a compliant IEP is to be written.
2. There was interest in how the two districts could work with the State Office of Vocational Rehabilitation Services to ensure that Pre-Employment Transition Services could be made available to transition age students.
3. Set a meeting with the OSE lawyer to discuss issues with student attendance when the student has disengaged from the district (TORs and school counselors try to contact the student through all means provided, including using the sheriff in counties to make visits to the last known address, etc.).
 - a. Specific to special education – is there a certain amount of days that the school tries to make contact and is unsuccessful – can the district withdraw them?
 - i. Any issue with manifestation determination, etc.?

- b. IDOE has recently put out guidance on attendance that the Virtual School staff were unaware.

Other issues of concern that arose as the result of the January 24th meeting that may be significant violations of the requirements of IDEA and Article 7 include:

- 511 IAC 7-32-40 "Free appropriate public education"
- 511 IAC 7-32-48 "Individualized education program" or "IEP"
- 511 IAC 7-32-86 "Special education"
- 511 IAC 7-32-88 "Specially designed instruction"
- 511 IAC 7-36-7 Instructional curricula, materials, equipment, and assistive technology devices and services
- 511 IAC 7-36-10 State and local assessments
- 511 IAC 7-37-1 Notice of procedural safeguards
- RULE 40 (1-8). Identification and Evaluation
- RULE 41. Eligibility Criteria
- RULE 40 Identification And Evaluation
- RULE 42. Determination of Special Education Services
- 511 IAC 7-43-1 Related services
- 511 IAC 7-43-3 Review of transition age students
- 511 IAC 7-43-5 Transfer of rights to student
- 511 IAC 7-43-7 Summary of performance
- 511 IAC 7-44-5 Manifestation determinations
- RULE 45. Complaints, Mediation, and Due Process Procedures

I would like to have a conversation with you about how we can work together to address the issues.

INDIANA VIRTUAL SCHOOL & INDIANA VIRTUAL PATHWAYS ACADEMY

Information from Indicator Findings

Indiana Virtual School

In SY 2016-2017 Indiana Virtual School had 0% compliance in timelines for initial evaluations for students (Indicator 11); Indiana Virtual School was able to make necessary corrections and was released from the finding within one year.

In SY 2017-2018 Indiana Virtual School had 0% compliance in Transition IEPs (Indicator 13). This is the first year Indiana Virtual School had a federal pull based on the 3 year rotation system.

Indiana Virtual Pathways Academy

In SY 2017-2018 Indiana Virtual Pathways Academy had 0% compliance in Transition IEPs (Indicator 13). This is the first year Indiana Pathways Academy had a federal pull based on when the school opened.

Information from RDA Determination Matrix Released November 2018:**Indiana Virtual School**

Indiana Virtual School was in the lowest five percentile for average growth points for students' grades 3-8 with disabilities participating in regular statewide assessment in English/Language Arts

Indiana Virtual School was in the lowest five percentile for average growth points for students' grades 3-8 with disabilities participating in regular statewide assessment in Mathematics

The percentage of students with disabilities who graduated from Indiana Virtual School with any Diploma Designation was 3.1% compared to 24% of all students.

Part B funds:

Indiana Virtual School has not submitted Part 2 of their FY 2019 application, so they do not have access to their FY 2019 funds. The allocation is \$508,809. They have come to the DOE for technical assistance on the grants. They were provided individual assistance for 3 hours. They attempted to use funds for mileage, parking, and per diem for the training they received. They also attempted to use funds for a trip to Hawaii. Both requests were denied by the DOE.

Indiana Virtual Pathways Academy

The percentage of students with disabilities who graduated from Indiana Virtual Pathways Academy with any Diploma Designation was 0% compared to 2.2% of all students.

Indiana Virtual Pathways Academy has not submitted Part 2 of their FY 2019 application, so they do not have access to their FY 2019 funds. The allocation is \$576,594. They have come to the DOE for technical assistance on the grants. They were provided individual assistance for 3 hours. They requested to use funds for mileage, parking, and per diem for the training they received. They also requested to use funds for a trip to Hawaii. Both requests were denied by the DOE.

Information from Face to Face Meeting on January 24, 2019:

The meeting was held at Indiana Virtual School and Indiana Virtual Pathways Academy. Both schools share teachers and administrators. The meeting began shortly after 10 AM and lasted until shortly after 12:30 PM. The team from Indiana Virtual School and Indiana Virtual Pathways Academy shared a short video which included information about the schools. The video shared there 616 students with disabilities enrolled in both schools.

The first part of the meeting which lasted approximately ninety minutes was focused on how a student accesses school.

- Students apply for enrollment in the either school using an online application process
- Students must be reading at least a sixth grade reading level in order to access the curriculum;
 - Those students who are not reading at a sixth grade level are given an assessment to affirm reading level and to determine whether this is the appropriate setting for them.

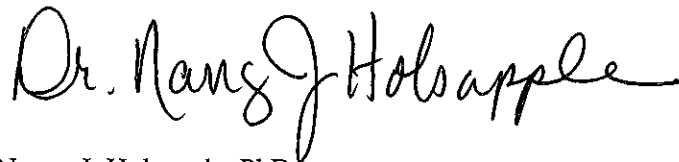
- There are two counselors who are dedicated to working with students with IEPs and 504 plans for both LEAs.
- There are three teachers of record (TORs) for all 616 students.
- Students use an online application known as Plato for all classes.
 - Students are able to access the system 24/7 and parents have the ability to see their student's progress in real time.
 - Plato has the following accommodations built into the application: calculator, untimed tests, the ability to excuse assignments, and text to speech.
 - All Special Education students receive and/ or require these same four accommodations.
- In the Provision Section of IEPs DOE representatives have read, Special Education services are listed as Consult/Monitor.
 - There is a Skype type Service known as Lumina which is used for all related services such as speech, OT, and PT.

During the meeting we began discussing issues of non-compliance regarding Indicator 13.

- Issues discussed:
 - Not being able to 'find' student in order to be able to complete transition assessments
 - Unable to access CTE centers for all students
 - NOTE: There has been some discussion among charters around creating their own CTE co-op because of this inability to access CTE center

Again, thank you for your time.

Sincerely,



Nancy J. Holsapple, PhD
Director of Special Education
Indiana Department of Education

KAW



DALEVILLE COMMUNITY SCHOOLS

CLOSURE PROTOCOL

For Indiana Virtual School

Authorized by

Daleville Community Schools

February 2019

SBOE Exhibit 2

EXHIBIT 8

Daleville Community Schools (DCS) must develop a charter school protocol “to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets” (IC 20-24-9-4.5 (a)). Additionally, DCS must, if a charter school closes for any reason, “oversee and work with the closing charter school to ensure a smooth and orderly closure and transition for students and parents...” (IC 12-24-9-4.5(b)). This document is designed to both fulfill these statutory obligations and to provide transparency and information to those charter schools authorized by Daleville Community Schools.

The closure process has three major components: (1) notice; (2) presenting contrary evidence to closure; and (3) winding down of operations. These components are similar for both revocation and nonrenewal, though some components differ slightly.

Revocation Process

After assessing the Organizer’s noncompliance with the charter, as well as other relevant information, DCS will provide written notice to revoke the charter agreement to the Organizer. Revocation notification will include (1) the grounds for revocation; (2) information regarding the revocation process; and (3) a revocation date. The Organizer must respond in writing within 15 business days showing cause as to why the charter should not be revoked and/or proposing to cure the condition.

After hearing the recommendation and reviewing any written proposal submitted by the Organizer, the DCS Board of School Trustees will vote on the revocation of the charter. If the DCS School Board votes to revoke the charter, the Organizer, via the Board Chair, and Superintendent/Head of School will be notified within 24 hours via phone or email with a certified letter to follow. For a visual representation of the revocation process, please see the Revocation and Nonrenewal Process Timeline (p. 3).

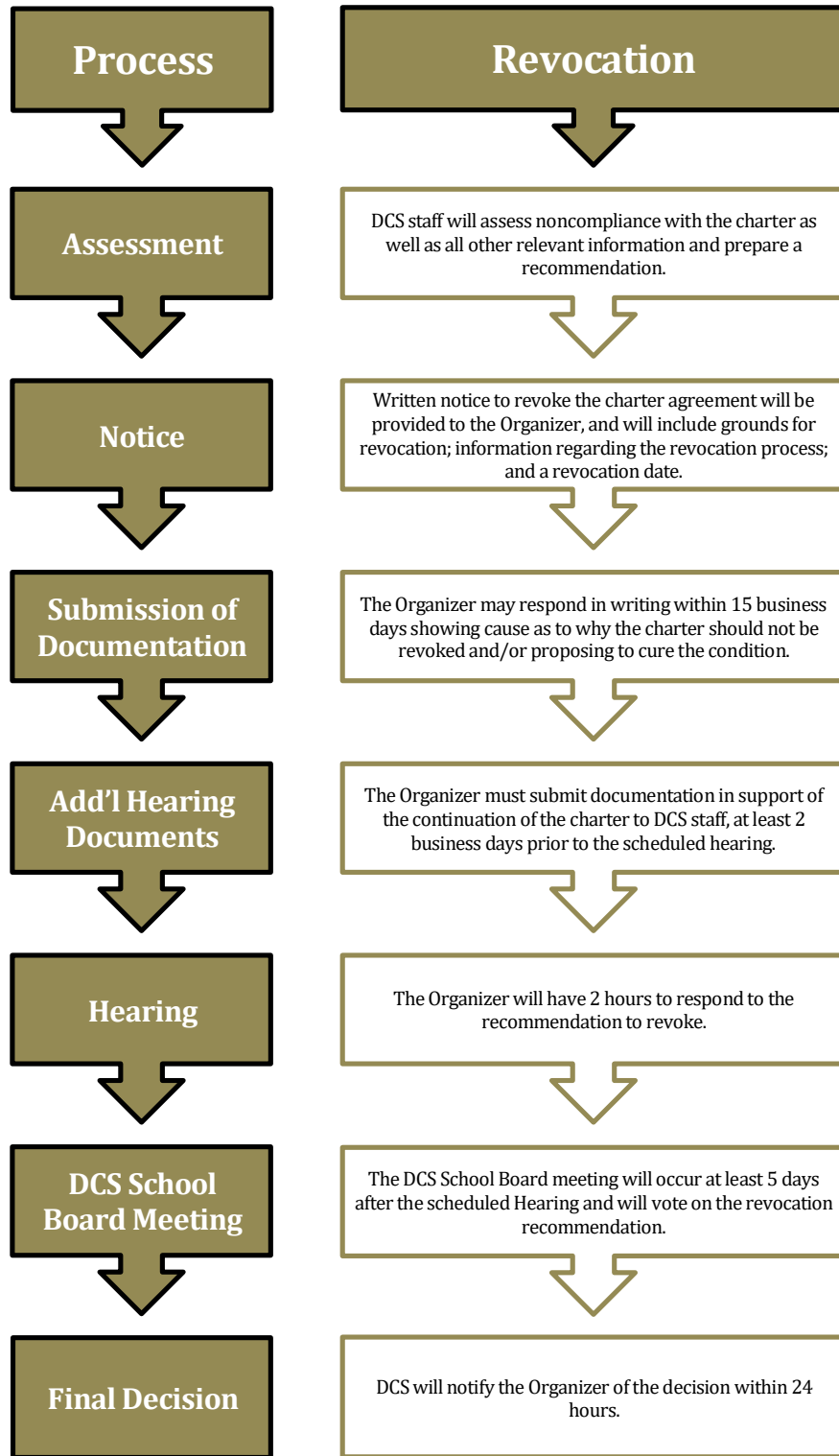
Requesting a Hearing

DCS assumes that the Organizer will request an appeal of the revocation or nonrenewal recommendation, and therefore, will schedule a Hearing. At the Hearing the Organizer will have a period of time to respond to the recommendation to non-renew (2 hours). This opportunity allows the Organizer to submit documents and give testimony in support of the continuation of the charter school. All documents must be submitted to the Superintendent of Daleville Community Schools via email, within 2 business days prior to the scheduled hearing. The Organizer is entitled to representation by counsel at the scheduled hearing. For a visual representation of the revocation or nonrenewal process, please see the Revocation and Nonrenewal Process Timeline (p. 3).

Winding Down of Operations

Please see the Closure Protocol Action Plan (p. 4) for a guiding checklist that will be used in the winding down of operations. In creating this document, DCS identified and adapted model closure protocols developed by Trine University, the National Association of Charter School Authorizers (“NACSA”) and the Indiana Charter School Board (“ICSB”). DCS gratefully acknowledges the thought, leadership, and assistance of these organizations.

Revocation Process Timeline



Closure Protocol Action Plan

INITIAL STEPS

| Completion Date | Description of Required Actions | Responsible Party | Status |
|--|---|--------------------------------|--------|
| Roles and Responsibilities | | | |
| Within 72 hours of DCS's vote to close the charter school | Establish Transition Team and Assign Roles Transition team may include: <ol style="list-style-type: none"> 1. Lead person from DCS staff; 2. Charter school board chair or designee; 3. Lead administrator from the charter school; 4. Lead finance person from the charter school; 5. Lead person from the charter school faculty; and 6. Lead person from the charter school parent organization. | Authorizer Lead School Lead | |
| Within 5 business days of DCS's vote to close the charter school | Assign Transition Team Action Item Responsibilities <ol style="list-style-type: none"> 1. Develop plan, exchange contact information and assign roles; 2. Set calendar for meetings and assign dates for completion of each charter school closure action item. | Authorizer Lead School Lead | |

NOTIFICATIONS

| Completion Date | Description of Required Actions | Responsible Party | Status |
|---|---|-------------------------------------|--------|
| Parent Notification | | | |
| Within 72 hours of DCS's vote to close the charter school | Parent Contact Information Create a Parent Contact List to include: <ol style="list-style-type: none"> 1. Student name; 2. Parent name; 3. Address; 4. Telephone; 5. Email. Provide a copy of the parent contact information to Authorizer Lead. | School Lead | |
| Within 5 business days of DCS's vote to close the charter school | Initial Closure Notification Letter: Parents Distribute letter to parents outlining <ol style="list-style-type: none"> 1. Closure decision; 2. Timeline for transition; 3. Assurance that instruction will continue through the end of the school year or the date when instruction will cease; 4. Assurance that parents/students will be assisted in the reassignment process/Help Line Information; and 5. FAQ's about the charter closure process. | Authorizer Lead School Lead | |
| Within 30 business days of DCS's vote to close the charter school | Parent/Guardian Closure Transition Letter Distribute letter to parents outlining <ol style="list-style-type: none"> 1. Date of the last day of regular instruction; 2. Cancellation of any planned summer school; 3. Notification of mandatory enrollment under state law; | School Lead School Administrator | |

| | | | |
|--|---|---|--|
| | <ol style="list-style-type: none"> 4. Dates of any planned school choice fair(s); 5. Contact and enrollment information for charter, parochial, public, and private schools in the area; 6. Information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and 7. Contact information for parent/guardian assistance questions. <p>Provide a copy of the letter/additional information to Authorizer Lead.</p> | | |
| Staff Notification | | | |
| <p>Within 48 hours of DCS's vote to close the charter school</p> | <p>Faculty Contact Information Create Faculty Contact List to include:</p> <ol style="list-style-type: none"> 1. Name; 2. Position; 3. Address; 4. Telephone; 5. Email. <p>Provide a copy of the faculty contact information to Authorizer Lead.</p> | <p>School Lead</p> | |
| <p>Within 48 hours of DCS's vote to close the charter school</p> | <p>Initial Closure Notification Letter: Faculty/Staff Distribute letter to faculty and staff outlining:</p> <ol style="list-style-type: none"> 1. Closure decision; 2. Timeline for transition; 3. Assurance that instruction will continue through the end of the school year or the date when instruction will cease; 4. Assurance that parents/students will be assisted in the reassignment process/Help Line Information; and 5. FAQ's about the charter closure process. | <p>Authorizer Lead School Lead</p> | |
| <p>Within 10 business days of DCS's vote to close the charter school</p> | <p>Convene Faculty/Staff Closure Meeting Plan and convene a faculty meeting to:</p> <ol style="list-style-type: none"> 1. Discuss reasons for closure; 2. Emphasize importance of maintaining continuity of instruction through the end of the school year; 3. Discuss plans for helping students find new schools; 4. Identify date when last salary check will be issued, when benefits terminate, and last day of employment; 5. Describe assistance, if any, which will be provided to faculty and staff to find new positions; 6. Provide Authorizer Lead/School Lead contact information. | <p>Authorizer Lead School Lead School Administrator</p> | |
| <p>Within 30 business days of DCS's vote to close the charter school</p> | <p>Faculty/Staff Closure Transition Letter Outline transition plan and timelines for staff, including but not limited to:</p> <ol style="list-style-type: none"> 1. Timeline for compensation and benefits; 2. COBRA information; 3. Pertinent licensure information; 4. Letter of recommendation/reference contact information; and 5. Transition team member contact information. <p>Provide a copy of the letter/additional information to Authorizer Lead.</p> | | |

| State/Local Agency Notification | | | |
|---|--|--------------------------------|--------|
| Within 48 hours of DCS's vote to close the charter school | <p>Initial Closure Notification Letter: State Agencies Send letter to the Indiana Department of Education to include:</p> <ol style="list-style-type: none"> 1. Notification materials distributed to parents; 2. Notification materials distributed to faculty and staff; 3. Authorizing board decision materials, resolution to close school, copy of any termination agreement. | Authorizer Lead School Lead | |
| Within 48 hours of DCS's vote to close the charter school | <p>Notify School Districts Impacted Within one day of DCS's vote to close the charter school, notify districts materially impacted by the closure decision, including:</p> <ol style="list-style-type: none"> 1. Copies of letters sent to stakeholders (e.g., faculty); 2. FAQ about the charter closure process; 3. Information about the plan being developed to ensure an orderly closure process; 4. Authorizing board decision materials, resolution to close school, copy of any termination agreement; 5. Authorizer lead contact information. | Authorizer Lead | |
| Within 10 business days of DCS's vote to close the charter school | <p>Agency Notifications To ensure a smooth transition for students, the following agencies must be notified of all closure decisions:</p> <ol style="list-style-type: none"> 1. Indiana State Board of Education; 2. Indiana State Board of Accounts; 3. Federal programs; 4. Teacher Retirement Program (TRF/PERF). | Authorizer Lead School Lead | |
| Media Notification | | | |
| Within 24 hours of DCS's vote to close the charter school | <p>Talking Points Create talking points directed to parents, faculty, community and press. Focus on communicating plans for orderly transition of students and staff. Distribute to the transition team.</p> | Authorizer Lead School Lead | |
| Within 24 hours of DCS's vote to close the charter school | <p>Press Release Create and distribute a press release that includes the following:</p> <ol style="list-style-type: none"> 1. History of the school; 2. Authorizing board closure policies; 3. Reason(s) for school closure; 4. Outline of support for students, parents, and staff; and 5. A press point person for the authorizer and for the school. | Authorizer Lead School Lead | |
| GOVERNANCE AND OPERATIONS | | | |
| Completion Date | Description of Required Actions | Responsible Party | Status |
| Enrollments | | | |
| Immediately upon DCS's vote to close the charter school | <p>Cease enrolling students Take appropriate action to cease all enrollment activities for new or returning students.</p> <ul style="list-style-type: none"> • No students may be enrolled, re-enrolled, transferred, or added in any way to the school membership after 24 hours of DCS's vote to close the charter school. | School Administrator | |

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| <p>Within 24 hours of DCS's vote to close the charter school</p> | <p>Cease recruitment activities Take appropriate action to cease all recruitment activities.</p> | <p>School Administrator</p> | |
| <p>Summer School</p> | | | |
| <p>Within 24 hours of DCS's vote to close the charter school</p> | <p>Terminate Summer Instruction Program Take appropriate action to terminate any summer instruction, such as canceling teaching contracts, notifying parents, etc.</p> | <p>School Administrator</p> | |
| <p>Student Records</p> | | | |
| <p>Within 30 business days of DCS's vote to close the charter school</p> | <p>Secure Student Records Ensure all student records are organized, up to date, and maintained in a secure location.</p> | <p>School Lead School Administrator</p> | |
| <p>Within one month after the end of classes</p> | <p>Transfer Student Records Identify an appropriate entity to hold student records. Send student records, including:</p> <ol style="list-style-type: none"> 1. Individual Education Programs (IEPs) and all records regarding special education and supplemental services; 2. Student health / immunization records; 3. Attendance records; 4. Any testing materials required to be maintained by the school; 5. Student transcripts and report cards; and 6. All other student records. <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination.</p> <p>Document the transfer of records to include:</p> <ol style="list-style-type: none"> 1. The number of general and special education records transferred; 2. Date of transfer; 3. Signature and printed name of the charter school representative releasing the records; and 4. Signature and printed name of the organization who receives the records. | <p>School Lead School Administrator</p> | |
| <p>Within one week after the end of classes</p> | <p>Transfer Testing Materials The school must determine state requirements regarding disposition of state assessment materials stored at the school and return as required.</p> <p>Provide authorizer lead with letter outlining transference of testing materials.</p> | <p>School Lead School Administrator</p> | |
| <p>Within one week after the end of classes</p> | <p>Final Report Card and Student Records Notice The school must ensure that:</p> <ol style="list-style-type: none"> 1. All student records and report cards are complete and up to date; 2. Parents/Guardians are provided with copies of final report cards and notice of where student records will be sent (including specific contact information); and | <p>School Lead School Administrator</p> | |

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| | <p>3. Parents/Guardians receive a reminder letter/post card reminding them of the opportunity to access student records under the Freedom Information Law.</p> <p>Provide authorizer lead with a copy of the notice.</p> | | |
| Location | | | |
| Ongoing until closure is complete | <p>Maintenance of Location and Communication Establish if the school will maintain the current facility for the duration of closing out the school’s business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school’s affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied.</p> <p>The school must immediately inform DCS staff if any change in location or contact information occurs.</p> | School Lead | |
| Assets | | | |
| Ongoing until closure is complete | <p>Insurance In order to protect the school’s assets and any assets in the school that belong to others against theft, misappropriation and deterioration, the school should:</p> <ol style="list-style-type: none"> 1. Maintain existing insurance coverage on assets, including facility and vehicles, until the disposal of such assets in accordance with the closure plan; 2. Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors, bond holders, etc; 3. Obtain or maintain appropriate security services. Action may include moving assets to secure storage after closure or loss of facility. | School Lead School Financial Lead | |
| Prior to the completion of closure protocol | <p>Inventory Assets Inventory school assets, and identify items:</p> <ol style="list-style-type: none"> 1. Loaned from other entities; 2. Encumbered by the terms of a contingent gift, grant or donation, or a security interest; 3. Belonging to the EMO/CMO, if applicable, or other contractors; and 4. Purchased with federal grants (dispose of such assets in accordance with federal regulations). <p>Return assets not belonging to school where appropriate documentation exists. Keep records of assets returned.</p> <p>Provide authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Contracts | | | |
| Within 45 days of DCS’s vote to close the charter school | <p>Notification of Employees and Benefit Providers The school should establish an employee termination date and:</p> | School Financial Lead | |

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|---|--|------------------------------|--|
| | <ol style="list-style-type: none"> 1. Formally notify all employees of termination of employment and/or contracts; 2. Notify benefit providers of pending termination of all employees; 3. Notify all employees and providers of termination of all benefits programs; and 4. Terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including: <ol style="list-style-type: none"> a. Medical, dental, vision plans; b. Life insurance; c. Cafeteria plans; d. 401(k) retirement plans; and e. Pension plans. <p>Consult legal counsel as specific rules and regulations may apply to such programs.</p> <p>Provide authorizer lead with a copy of all documents.</p> | | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>Notification of Management Company/Organization and Termination of Contract</p> <p>Review the management agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. The school must:</p> <ol style="list-style-type: none"> 1. Notify management company/organization of termination of education program by the school's board, providing the last day of classes and absence of summer programs; 2. Provide notice of non-renewal/revocation in accordance with management contract; 3. Request final invoice and accounting, including an accounting of any retained school funds and the status of grant funds; 4. Provide notice that the management company/organization should remove any property lent to the school after the end of classes and request a receipt of such property. <p>Provide a copy of this notification to the authorizer lead.</p> | <p>School Financial Lead</p> | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>Notification of Contractors Agreement</p> <p>The school must formulate a list of all contractors with contracts in effect and:</p> <ol style="list-style-type: none"> 1. Notify them regarding school closure and cessation of operations; 2. Instruct contractors to make arrangements to remove any contractor property from the school by a date certain (copying machines, water coolers, other rented property); 3. Retain records of past contracts as proof of full payment; 4. Maintain telephone, gas, electric, water, insurance; and 5. Terminate contracts for goods and services as of the last date such goods or services will be needed. <p>Provide the authorizer lead with written notification of such.</p> | <p>School Financial Lead</p> | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>List all Creditors and Debtors</p> <p>Formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include:</p> <p>Creditors</p> <ul style="list-style-type: none"> • Contractor to whom the school owes payment; | <p>School Financial Lead</p> | |

SBOE Exhibit 2

EXHIBIT 8

| | | | |
|--|--|--------------------------------|--|
| | <ul style="list-style-type: none"> Lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. <p>Debtors</p> <ul style="list-style-type: none"> Persons who owe the school fees or credits, any lessees or sub-lessees of the school, and any person holding property of the school. | | |
| Within 21 days of DCS's vote to close the charter school | <p>Notification to Creditors Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of debt and reconcile.</p> <p>Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the authorizer lead with a written summary of this activity.</p> | School Financial Lead | |
| Within 21 days of DCS's vote to close the charter school | <p>Reconcile with Daleville Community Schools Reconcile DCS billings and payments. If the school owes DCS money, it should list DCS as a creditor and treat it accordingly.</p> | School Financial Lead | |
| Within 21 days of DCS's vote to close the charter school | <p>Notification to Debtors Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the authorizer lead with a written summary of this activity.</p> | School Financial Lead | |
| Within 45 days of DCS's vote to close the charter school | <p>Vendors The school must:</p> <ol style="list-style-type: none"> Create a vendor list, including food and transportation vendors; and Notify vendors of closure and cancel or non-renew agreements as appropriate. <p>Provide authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Corporate Records | | | |
| Ongoing until closure is complete | <p>Disposition of Corporate Records The school board shall maintain all corporate records related to:</p> <ol style="list-style-type: none"> Loans, bonds, mortgages and other financing; Contracts; Leases; Assets and asset distribution; Grants (records relating to federal grants must be kept in accordance with 34 CFR 80.42); Governance (minutes, bylaws, policies); Employees (background checks, personnel files); Accounting/audit, taxes and tax status, etc.; Employee benefit programs and benefits; and Any other items listed in the closure action plan. <p>The charter school board shall, with final approval reserved by the DCS Staff, determine the location for the permanent storage of records after dissolution.</p> | School Lead Authorizer Lead | |

FINANCES

| Completion Date | Description of Required Actions | Responsible Party | Status |
|--|---|--|--------|
| Financial Records and Filings | | | |
| Within 30 business days of DCS's vote to close the charter school | Secure Financial Records Ensure all financial records are organized, up to date, and maintained in a secure location. | School Financial Lead | |
| One week after the end of classes | U.S. Dept. of Education Filings File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41. | School Financial Lead | |
| Tax Status | | | |
| TBD | IRS 501(c)(3) Status If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following: <ol style="list-style-type: none"> 1. Notify IRS regarding any address change of the school corporation; and 2. File required tax returns and reports. Notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the authorizer lead. | School Lead School Financial Lead | |
| Budget | | | |
| Within 5 business days of DCS's final vote to close the charter school | Review Budget/Establish Use of Reserve Funds <ol style="list-style-type: none"> 1. Review budget to ensure that funds are sufficient to operate the school through the end of the school year, if applicable; 2. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved; 3. Make revisions that take into account closure and associated expenses while prioritizing continuity of instruction; and 4. Identify acceptable use of reserve funds to support the orderly closure of the school. | School Lead | |
| Within 45 business days of DCS's vote to close the charter school and ongoing until complete | Payment of Funds The school should work with the authorizer to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities: <ol style="list-style-type: none"> 1. Retirement systems; 2. Teachers and staff; 3. Employment taxes and federal taxes; 4. Audit preparation; 5. Private creditors; 6. Overpayments from state/district; and 7. Other as identified by authorizer. Provide authorizer lead with a copy of all materials associated with this action. | Authorizer Lead School Financial Lead | |

SBOE Exhibit 2

EXHIBIT 8

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|---|---|--|---------------|
| Within 45 days of the end of classes | Expenditure Reporting Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed. Provide authorizer lead with a copy of all documents. | School Financial Lead | |
| Disposition | | | |
| Within 45 business days of DCS's vote to close the charter school | Disposition of Property Check with Indiana Department of Education regarding proper procedures for disposition of property purchased with federal funds. | Authorizer Lead School Financial Lead | |
| Within 45 business days of DCS's vote to close the charter school | Disposition of Inventory Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items. Provide the authorizer lead with a copy of all documents. | School Financial Lead | |
| Within 45 business days of DCS's vote to close the charter school | Disposition of Real Property (e.g., facility) (if applicable) Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition. | School Financial Lead | |
| Within 60 days of the end of classes | Property Purchased with Public Charter School Program (PCSP) Funds Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally property purchased with PCSP funds must first be offered to other charter schools within the same region in which the closing school is located. If no school wants the property, an auction must be held to dispose of the PCSP assets. The school must: <ol style="list-style-type: none"> 1. Ensure public notice of the auction is made widely known; 2. Price items at fair market value, as determined from inventory and fixed assets policy; and 3. Determine with the IDOE how to return funds if any remain. Provide the authorizer lead board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school. | School Financial Lead | |
| FINAL STEPS | | | |
| Completion Date | Description of Required Actions | Responsible Party | Status |
| Reporting | | | |
| Within 30 days of the end of classes | Itemize Financials Review, prepare and make available the following: <ol style="list-style-type: none"> 1. Fiscal year-end financial statements; 2. Cash analysis; 3. Bank statements for the year, investments, payables, unused checks, petty cash, bank accounts, and payroll reports including taxes; and 4. Most recent audit. Additionally, collect and void all unused checks and destroy all credit and debit cards. Close accounts after transactions have cleared. | School Financial Lead | |

SBOE Exhibit 2

EXHIBIT 8

| | | | |
|---|--|---|--|
| <p>Within 30 days of the end of classes</p> | <p>Payroll Reports The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts. Provide the authorizer lead with copies of all materials.</p> | <p>School Financial Lead</p> | |
| <p>Within 120 days of the end of classes</p> | <p>Prepare Final Financial Statement Retain an independent accountant to prepare a final statement of the status of all contracts and other obligations of the school, and all funds owed to the school, showing:</p> <ol style="list-style-type: none"> 1. All assets and the value and location thereof; 2. Each remaining creditor and amounts owed; 3. Statement that all debts have been collected or that good faith efforts have been made to collect same; and 4. Each remaining debtor and the amounts owed. <p>Provide a copy of the final statement to authorizer lead.</p> | <p>School Financial Lead</p> | |
| <p>Within 120 days of the end of classes</p> | <p>Final Financial Audit Establish a date by which to complete a final close-out audit by an independent firm or state auditor. Provide the authorizer lead with a copy of the final audit.</p> | <p>School Lead School Financial Lead</p> | |
| <p>Within 60 days of the end of the fiscal year</p> | <p>Submit Final Report Submit a final report to DCS detailing completion of the closure plan.</p> | <p>School Lead</p> | |

Paul Garrison, Superintendent
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 25, 2019

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

RE: Superintendent's Recommendation for Revocation of the Indiana Virtual Pathways Academy Charter

To the School Board Members:

As the Superintendent of Daleville Community Schools, after conducting a thorough review and analysis of the performance of Indiana Virtual Pathways Academy ("IVPA," "Organizer," and "Charter School"), and after lengthy and in-depth deliberations, I recommend that the Daleville School Board ("Board") vote to begin the revocation process for IVPA's Charter.

I have identified the following grounds for supporting the revocation of IVPA's Charter:

1. Failing to comply with I.C. § 20-24-8-5 requiring IVPA to comply with the required audits by the state board of accounts under I.C. §§ 5-11-1-9 *et seq.*
 - a. Noncompliance with the Indiana State Board of Accounts annual audit requirements by failing to complete the FY2018 audit.
2. Failing to provide student education based on a review and analysis of IVPA's data reports uploaded and certified to the Indiana Department of Education, including, but not limited to, IVPA's course assignment and course completion reports that demonstrate a number of enrolled students were not included in the course completion report and that many who were included were not assigned any courses.
3. Failing to meet the mission and vision of providing an educational format as outlined in the IVPA Proposal.
4. Noncompliance with the Indiana Department of Education's Office of Special Education servicing of students with disabilities (February 2019).

To assist the Board in the IVPA Revocation Process, I have drafted a *Notice of Revocation* addressed to the School Board of IVPA. I am also presenting a draft of the *IVPA Closure Protocol* document that outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets. The *Protocol* details Daleville's role in overseeing and working with IVPA to ensure a smooth and orderly closure and transition for students and parents. It was designed to provide transparency and information to the charter school closure process.

SBOE Exhibit 3

I ask that the Board approve my recommendation to authorize me to provide notice to IVPA that the Board has determined that grounds for revocation of IVPA's Charter appear to exist, and authorizing the Board President to provide *Notice of Revocation*, subject to the rights of the Organizer set forth in I.C. § 20-24-4-3 (b), in order to formally begin the revocation process. Any final determination of revocation will be made only after providing the Organizer with an opportunity to submit documents and present testimony at a public proceeding in accordance with I.C. § 20-24-4-3 (b). I also ask that authorization be given to provide the Organizer notice of the date, time and place of said public meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Garrison". The signature is fluid and cursive, with a prominent initial "P" and "G".

Paul Garrison, Superintendent
Daleville Community Schools

SBOE Exhibit 3

Paul Garrison, Superintendent
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 25, 2019

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

RE: IVPA Charter School Closure Protocol Recommendation

To the School Board Members:

As the Superintendent of Daleville Community Schools, I recommend that the Daleville School Board ("Board") vote to adopt the following Daleville Closure Protocols for Indiana Virtual Pathways Academy ("IVPA").

The *IVPA Closure Protocol* document outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets. The *Protocol* details Daleville's role in overseeing and working with IVPA to ensure a smooth and orderly closure and transition for students and parents. It was designed to provide transparency and information to the charter school closure process.

I ask that the Board approve the *IVPA Closure Protocol* and to include said *Protocol* with the proposed *Notice of Revocation*.

Sincerely,



Paul Garrison, Superintendent
Daleville Community Schools

SBOE Exhibit 3

Daleville Board of School Trustees
Daleville Community Schools
14300 W. 2nd Street
Daleville, Indiana 47334

February 26, 2019

Indiana Virtual Pathways Academy School Board Members
Indiana Virtual Pathways Academy
500 East 96th Street, Suite 400
Indianapolis, IN 46240

RE: Notice of Revocation of Charter

To the Indiana Virtual Pathways Academy School Board Members:

The Board of School Trustees of the Daleville Community Schools (“Daleville” and “Authorizer”) determined at its regular school board meeting on February 25, 2019, that multiple grounds exist for the revocation of the Charter granted to Indiana Virtual Pathways Academy (“IVPA,” “Organizer,” and “Charter School”) pursuant to the August 7, 2017 Charter School Agreement (“Agreement”). See “Exhibit 1” for a copy of the Agreement. The Charter closure process involves three major components: (1) notice; (2) presenting documentation and testimony against closure; and (3) the revocation and winding down of operations. This *Notice of Revocation* begins the formal process of revoking the Charter.

Grounds for Revoking a Charter

Indiana Code § 20-24-9-4 governs the revocation of a charter and permits an Authorizer to revoke a Charter if the Authorizer determines any of the following:

- a. Organizer fails to comply with condition or procedures established in the charter;
- b. Organizer fails to meet the educational goals set forth in the charter;
- c. Organizer fails to comply with all applicable state and federal laws;
- d. Organizer fails to meet generally accepted fiscal management and government accounting principles; or
- e. Grounds exist in the Charter for revocation.

Section 14.4 of the Agreement governs Daleville’s grounds for revocation. IVPA’s Charter may be revoked any time before the expiration of the Agreement’s term when, among other things, the following occurs:

1. The Organizer fails to comply with state and federal laws;
2. The Charter School fails to meet the educational goals set forth in the Application or the Performance Framework;
3. The Organizer fails to comply with any provision of the Agreement; and
4. The Organizer fails to meet generally accepted fiscal management and government accounting principles.

Daleville's Identified Grounds for Revocation

Daleville has identified the following grounds for the revocation of the Charter:

1. Failing to comply with I.C. § 20-24-8-5 requiring IVPA to comply with the required audits by the Indiana State Board of Accounts ("SBOA") under I.C. §§ 5-11-1-9 *et seq.*
 - a. Noncompliance with the SBOA's annual audit requirements and the audit deadlines in SBOA *Guidelines for The Audits of Charter School Performed by Private Examiners*: See "Exhibit 2."
2. Failing to provide student education based on a review and analysis of IVPA's data reports uploaded and certified to the Indiana Department of Education,¹ including, but not limited to, IVPA's course assignment and course completion reports that demonstrate a number of enrolled students were not included in the course completion report and that many who were included were not assigned any courses.² See "Exhibit 3."
3. Failing to meet the mission and vision of providing an educational format as outlined in the IVPA Proposal. See "Exhibit 4."
4. Noncompliance with the Indiana Department of Education's Office of Special Education servicing of students with disabilities (February 2019).³ See "Exhibit 5."

IVPA Opportunity to Respond and Public Meeting

Section 14.5 of the Agreement governs Daleville's cause for revocation and the notice required. Daleville must provide IVPA with written notice stating that IVPA has fifteen (15) business days to respond to Daleville in writing showing cause why the Charter should not be revoked or proposing to cure the conditions.⁴ Daleville assumes IVPA will request an opportunity to submit additional documents and to give testimony in support of the continuation of the Charter School in accordance with I.C. § 20-24-4-3(b). Daleville has scheduled said public meeting for Monday, April 1, 2019, at the above sender's address set to begin at 8:00 p.m.⁵ IVPA will be allowed access to representation by counsel in accordance with I.C. § 20-24-4-3(b)(4).

IVPA Closure Protocol

This Notice of Revocation complies with the requirements of I.C. §§ 20-24 *et seq.* and the provisions contained in the Agreement including Section 14.6. The attached *IVPA Closure Protocol* document outlines the closure procedures to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets.⁶ See "Exhibit 6" for the *IVPA Closure Protocols*. The Protocol details Daleville's role in overseeing and working with IVPA to ensure a smooth and orderly closure and transition for students and parents.⁷ It was designed to provide transparency and information to the charter school closure process.

¹ Available to Daleville as the Authorizer pursuant to I.C. § 20-24-2.2-5.

² I.C. § 20-26-4-1(a)(8) and (9) governing accountability and Sections 4.3, 4.6, 5 *et seq.*, and 13.2 of the Agreement.

³ I.C. § 20-24-8-5 requiring compliance with special education statutes pursuant to I.C. §§ 20-35 *et seq.* and pursuant to Section 13.3 of the Agreement requiring IVPA to comply with applicable law relating to special education students.

⁴ I.C. § 20-24-4-3(b)(2).

⁵ I.C. § 20-24-4-3(b)(3).

⁶ I.C. § 20-24-9-4.5(a).

⁷ I.C. § 20-24-9-4.5(b).

SBOE Exhibit 3

February 26, 2019
Notice of Revocation IVPA

Pursuant to Section 14.6.1 of the Agreement, IVPA will have one year from the date of this letter to secure a new authorizer. In the event IVPA finds a replacement authorizer, IVPA must comply with I.C. § 20-24-4-1.5 which requires that before a new authorizer may issue a charter to IVPA, the replacement authorizer must request to have the proposal reviewed by the Indiana State Board of Education at a hearing. The replacement authorizer must present information indicating that the IVPA proposal is substantively different in the areas of deficiency identified by Daleville from the new proposal. **IVPA must understand that the search for a replacement authorizer will not impact the implementation of the IVPA Closure Protocol.** The IVPA closure process will proceed pursuant to the *IVPA Closure Protocol*, which will only be stayed after Daleville's receipt of an execution of a replacement charter school agreement pursuant to I.C. §§ 20-24 *et seq.*

IVPA has until March 19, 2019, to respond to this *Notice of Revocation of Charter*. **Response submissions must be post-marked, electronically delivered, or delivered in person to the above sender's address no later than March 19, 2019.** A public meeting has been scheduled for April 1, 2019, at 8:00 p.m. Please forward any questions in writing to Daleville Schools legal counsel, Susan Traynor Chastain and Stephanie Snyder Slone, at Lewis Kappes. Their email addresses are: STraynorChastain@Lewis-Kappes.com and SSlone@Lewis-Kappes.com.

Sincerely,



Diane Evans
President, Board of School Trustees
Daleville Community Schools

Enclosures



Charter School Agreement

Indiana Virtual Pathways Academy
Indiana Virtual Education Foundation



This Charter School Agreement, with all attachments, addenda, and amendments ("Charter") is formed this 7th day of August, 2017, by and between Daleville Community School Corporation, Daleville, Indiana ("Sponsor"), and Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual Pathways Academy ("Organizer"). Sponsor has authorized a designated agent to serve at Sponsor's discretion assisting with performance of Sponsor's duties herein.

Section 1 – Authority

- 1.1 Grant. The Charter is granted by Sponsor to Organizer for the maintenance and operation of an Indiana virtual public charter school known as Indiana Virtual Pathways Academy (the "Charter School").
- 1.2 Authority. The Charter is issued pursuant to the authority granted by Ind. Code § 20-24, as hereafter amended or supplemented.

Section 2 - Legal Status and Establishment of Charter School

- 2.1 Legal Status. The Charter School is an Indiana public school and shall be subject to applicable law.
- 2.2 Effective Date. The Charter shall take effect on execution of this document by Sponsor and a duly authorized representative of Organizer ("Effective Date").
- 2.3 Monitoring Fee. Sponsor shall be entitled to a yearly three percent (3%) fee to carry out its responsibilities and duties as Sponsor for Indiana Virtual Pathways Academy. The fee shall be payable monthly directly to Sponsor.

Section 3 - Identification of Organizer/Description of Organizational Structure and Governance Plan

- 3.1 Organization. The Charter School is established and operated by Organizer under the applicable laws of the State of Indiana.
- 3.2 Board of Directors.
 - 3.2.1 Organizer has a Board of Directors ("Board") whose members constitute the governing body of the Charter School and shall manage the Charter School's activities in compliance with the Charter and applicable law.
 - 3.2.2 Organizer represents it has conducted, or will conduct within ninety (90) days of the Effective Date: national, state and local criminal background checks pursuant to I.C. § 20-26-5-10 on each current Board member to the limit permitted by applicable law after obtaining necessary consents from current Board members. Any person convicted of the following acts is prohibited from serving on the Board, unless the prohibition is expressly waived by Sponsor in writing:
 - 3.2.2.1 an offense described in I.C. § 20-26-5-11; or
 - 3.2.2.2 any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.
 - 3.2.3 Organizer represents it will conduct national, state and local criminal background checks on new Board members to the limit permitted by applicable law after obtaining necessary

consents from prospective Board members. Any person convicted of the following acts is prohibited from serving on the Board, unless the prohibition is expressly waived by Sponsor in writing:

- 3.2.3.1 an offense described in I.C. § 20-26-5-11; or
- 3.2.3.2 any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.
- 3.3 Governance. Organizer shall operate the Charter School under the governance plan set forth herein, and in the Proposal to Charter: A Virtual Alternative School to be known as Indiana Virtual Pathways Academy ("Proposal") which is incorporated herein by reference, together with all attachments, addenda, and amendments hereto and thereto.
- 3.4 Dissolution. Organizer represents its governing documents provide that, on dissolution, (a) all remaining assets, except funds received from the Indiana Department of Education ("Department"), shall be used for nonprofit educational purposes, and (b) all remaining funds received from the Department shall be returned not more than ninety (90) days after dissolution.
- 3.5 Third Party Responsibilities. To the extent applicable law renders any of Organizer's obligations herein, the responsibility of the Charter School's governing body, the Charter School, or any other third parties, as opposed to Organizer, Organizer shall ensure the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions hereof. If Organizer fails to ensure these obligations are fulfilled in accordance with applicable law and the terms and conditions hereof, Organizer shall (a) indemnify Sponsor and its officers, employees, counsel, consultants, agents, representatives (including the Daleville Community School Corporation Board) and those acting on behalf of Sponsor's officers, employees, counsel, consultants, agents and representatives harmless from all claims, actions, expenses, damages and liabilities, including costs and attorneys' fees, for the defense of any of the above, arising out of, connected with, or resulting from the failure; and (b) be deemed to have committed the act or omission itself for purposes of determining whether Sponsor may revoke the Charter.

Section 4 - Operation of the Charter School

- 4.1 Overview. This document may be modified after the Effective Date only by a written amendment signed by Organizer and Sponsor. Organizer and Sponsor agree the document, as supplemented by the Proposal, sets forth the overall goals, standards, and general operational policies of Organizer relating to the Charter School, and that the document is not a complete statement of each detail of Organizer's operation of the Charter School. If Organizer desires to implement specific policies, procedures, or other specific terms of operation supplementing or otherwise differing from those set forth herein and in the Proposal, Organizer shall be permitted to implement these policies, procedures, and specific terms of operation, provided that the policies, procedures, and terms of operation are (i) not otherwise prohibited or circumscribed by applicable law or the Charter, or (ii) are not materially different from those set forth herein or in the Proposal. To the extent of a conflict between the terms of the Charter and the Proposal, the terms of the Charter shall govern.
- 4.2 Mission Statement. Organizer shall operate the Charter School in accordance with the mission statement set forth herein as supplemented by the Proposal and this Charter School Agreement.
- 4.3 School Improvement Plan. As permitted under I.C. § 20-31-5-2, the Charter as supplemented by the Proposal, shall serve as the Charter School's strategic and continuous school improvement and achievement plan. To the extent I.C. § 20-31 applies to the Charter in its function as the

- 4.4 Non-sectarian. Organizer shall ensure the Charter School is non-sectarian in its curriculum, programs, admission policies, employment practices, governance, and all other operations. Organizer shall comply with the requirements of the United States and Indiana Constitutions, including the Establishment Clause of the First Amendment to the United States Constitution and Article I, Section 6 of the Indiana Constitution.
- 4.5 Third Party Contracts. No contract formed by the Organizer with any third party shall amend, alter, or modify any provision hereof.
- 4.6 Accountability Plan. Sponsor shall consult with the Organizer in developing a new and/or modifying an existing Accountability Plan to provide a basis for evaluating whether Organizer is meeting the educational goals established for this term. Sponsor retains the authority over the development and execution of the Accountability Plan including the establishment of educational benchmarks for the Charter. Organizer will meet all State and Sponsor requirements referenced in the Accountability Plan that may change from time to time.

Section 5 - Curriculum, Instructional Methods, and Pupil Assessment

- 5.1 Curriculum. Organizer shall provide the curriculum available on its website.
- 5.2 Educational Benchmarks of Charter School. The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described herein as supplemented by the Accountability Plan.
- 5.3 Standardized Assessments. Charter School will administer all required assessments as set forth by the Indiana Department of Education.

Section 6 - Pupil Enrollment

- 6.1 Grades Served; Number of Students. Organizer is authorized to enroll students from kindergarten through grade 12, provided, however, that the primary goal of the Charter School is to serve high school students in grades 9-12.
- 6.2 Open Enrollment. Organizer shall not establish admission policies limiting student admissions in any manner that would be prohibited if established by an Indiana Public School Corporation.
- 6.3 Recruitment; Enrollment. Organizer's recruitment and enrollment policies for the Charter School are subject to all federal and state law and constitutional provisions that prohibit discrimination based on race, disability, gender, religion, national origin, ancestry, or color.
- 6.4 Student Records. Organizer shall maintain all student records, including enrollment information, electronically on a system mutually acceptable to Organizer and Sponsor.
- 6.5 Student Identification Numbers. Organizer shall assign and use student identification numbers in administering state-prescribed testing and in meeting other Indiana data reporting requirements. Organizer shall follow all procedures established by the Indiana Department of Education and the Indiana State Board of Education for issuance and recordkeeping concerning student identification numbers.

Section 7 - School Calendar

- 7.1 Organizer shall establish a school calendar each June for the following school year in accordance with Indiana state law and Department regulations as applicable to virtual charter schools.

Section 8 - Other Responsibilities

- 8.1 Teacher Licensing. Organizer hereby represents that all persons who fill the position of teacher in the Charter School during the term hereof shall:

- 8.1.1 hold a license to teach in a public school in Indiana under I.C. § 20-28-5; or
- 8.1.2 be in the process of obtaining a license to teach in a public school in Indiana under the transition to teaching program under I.C. § 20-28-4. Organizer represents all persons teaching at the Charter School under this option will complete the transition to teaching program not later than three (3) years after beginning to teach at the Charter School.
- 8.2 Student Contact. All applicants who provide services for the Charter School shall submit their resume. All current and prospective contractors or employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of the persons' services, shall be subject to state and local criminal background checks to the limit permitted by applicable law after obtaining any necessary consents from the person's subject to the background check.

Section 9 - Budget, Financial Plans, and Audits

- 9.1 Organizer as Fiscal Agent. Organizer is the fiscal agent for the Charter School. Organizer has exclusive control of, and is responsible for, funds received by the Charter School and the Charter School's financial matters, subject to Sponsor approval.
- 9.2 Separate Accounts; Audits. Organizer shall maintain separate accountings of all funds received and disbursed for the Charter School and shall follow applicable law concerning separate maintenance of federal funds.
- 9.3 Adoption of Unified Accounting System. Organizer shall adopt and implement the accounting system prescribed by the State Board of Education and State Board of Accounts.
- 9.4 No Tuition. Organizer shall not charge tuition for any fulltime student.
- 9.5 Extraordinary Expenditures. At least fifteen (15) days prior to making an expenditure of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("Threshold") or more, for any purpose outside the Charter School's ordinary course of operation, including attorney's fees, Organizer shall provide notice to Sponsor regarding the payee, the amount, and the expenditure's nature and purpose. An expenditure for a purpose "outside the ordinary course of operation" shall not include reasonable, good faith budgeted expenses, including expenditures for equipment and facilities for the Charter School. If Organizer must make an immediate expenditure exceeding the Threshold due to an unforeseeable emergency that could result in harm to any person or property or that poses health or safety concerns, which expenditure is outside the Charter School's ordinary course of operation, Organizer shall notify Sponsor as soon as practicable by any reasonable means, regarding the payee, the amount, and the emergency expenditure's nature and purpose. In either instance, Sponsor shall approve the expenditure, or require additional information prior to denying the expenditure. Sponsor shall make its decision within ten (10) days of receipt of the notice thereof, except in cases of an unforeseeable emergency.
- 9.6 Federal Funding. Organizer shall make all applications, form all contracts, and sign all documents necessary for the Charter School's receipt of aid, money, or property from the federal government.

Section 10 - Insurance Indemnification

- 10.1 Insurance. Organizer shall obtain and maintain a schedule of insurance as specified in Exhibit A hereto.
- 10.2 Indemnification. Organizer indemnifies and holds harmless Sponsor and its officers, employees, counsel, consultants, agents, representatives (including the Daleville Community School Corporation Board) and those acting on behalf of Sponsor's officers, employees, counsel,

consultants, agents and representatives from all claims, actions, expenses (including reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from Organizer's operation of the Charter School, including:

- 10.2.1 The negligent, reckless or, intentionally wrongful act, misconduct or culpability of Organizer, the Charter School's governing body, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, sub-contractors, or lessors;
 - 10.2.2 An act by Organizer and those acting on behalf of Organizer as officers, agents, representatives, contractors, sub-contractors, or lessors that would serve as a basis for Sponsor's revocation of the Charter pursuant to Section 14 herein;
 - 10.2.3 Any failure by Organizer, the Charter School's governing body, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;
 - 10.2.4 The hiring, supervision, or discipline of any officer, agent, representative, volunteer, or student of Organizer, the Charter School's governing body, or the Charter School, and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors;
 - 10.2.5 The obligations of Organizer, the Charter School's governing body, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors under the United States Constitution, the Indiana Constitution, and applicable law;
 - 10.2.6 The infringement of patent or other proprietary rights by Organizer, the Charter School's governing body, or the Charter School and those acting on behalf of these entities as officers, agents, representatives, contractors, or sub-contractors in any material, process, machine, or appliance used in the operation of the Charter School; or
 - 10.2.7 Sponsor's oversight responsibilities set forth in I.C. § 20-24-9-3.
- 10.3 Surviving Provisions. Notwithstanding the expiration, non-renewal, or revocation of the Charter, the insurance coverage requirements established by Section 10.1, and the duty to indemnify described in Section 10.2 shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from operation of the Charter School until the claim, action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.
- 10.4 Notice of Potential Claims. Organizer and Sponsor shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification under Section 10.2, but failure to do so shall not invalidate Organizer's indemnification duties herein.

Section 11 – Discipline

- 11.1 Expulsion or Involuntary Transfer. No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing students' conduct and discipline, including I.C. § 20-33-8.

Section 12 - Desegregation Order

- 12.1 Organizer shall comply with any applicable desegregation order and any plan set forth in the application relating to the desegregation order.

Section 13 - Compliance Issues

- 13.1 Compliance with Constitution; Discrimination Law; Applicable Law Generally. Organizer shall comply with the United States Constitution; the Indiana Constitution; all federal and state law provisions that prohibit discrimination based on age, disability, race, color, gender, national origin, religion or ancestry; the Indiana statutes specified in I.C. § 20-24-8-5; and all other applicable law.
- 13.2 Compliance Obligations under I.C. § 20-24. Organizer specifically acknowledges its obligations under I.C. § 20-24 to abide by all applicable requirements set forth therein, as amended from time to time.
- 13.3 Compliance with Applicable Law Relating to Special Education Students. Organizer acknowledges it shall comply with all applicable Federal, State, and Indiana Department of Education laws, regulations and guidelines relating to the provision of services to special education students attending the Charter School and shall develop a comprehensive special education plan for these students.
- 13.4 ESL Students. Organizer shall provide instruction at the Charter School for students eligible for “English as a Second Language” instruction as provided by law and without discrimination against these students.
- 13.5 Access to Public Records Law. Records relating to Organizer's Charter and operation of the Charter School in Organizer's possession, custody, or control are subject to inspection to the same extent as records of a public school are subject to inspection under I.C. § 5-14-3.
- 13.6 Compliance with State and Federal Law; Inspection. Records provided by Organizer to the Department or Sponsor that relate to compliance by Organizer with the terms hereof or applicable law are subject to inspection pursuant to I.C. § 5-14-3.
- 13.7 Open Door Law. Organizer's operation of the Charter School is subject to the requirements of the Open Door Law governing public meetings pursuant to I.C. § 5-14-1.5.
- 13.8 Criminal History Information. Organizer shall create and implement a policy for conducting criminal history background checks in its operation of the Charter School, consistent with I.C. § 20-26-5-10.
- 13.9 Inspection; Certification. Sponsor may enter the Charter School premises during school hours, on a scheduled basis, to monitor whether Organizer is operating the Charter School in compliance with applicable law and with the terms and conditions hereof. To the extent permitted by applicable law, Organizer shall maintain the following information at the Charter School and make it available to Sponsor on request, as soon as practicable with the exercise of due diligence on the Organizer's part:
- 13.9.1 Organizer's Articles of Incorporation;
 - 13.9.2 Organizer's by-laws;
 - 13.9.3 Board policies;
 - 13.9.4 Organizer's enrollment and admissions process for the Charter School; and
 - 13.9.5 Evidence of insurance;
 - 13.9.6 Any and all student records;
 - 13.9.7 Any and all financial records;
 - 13.9.8 Any and all employee records;

13.9.9 Any and all other Charter School Records.

Section 14 - Term, Review, Renewal, and Revocation

- 14.1 Term. The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the fifth (5th) school year of the Charter School per the execution date of this Agreement.
- 14.2 Performance Review. Sponsor shall review Organizer's performance annually for the duration of the Charter.
- 14.3 Renewal. In considering any renewal, Sponsor may review Organizer's performance in operating the Charter School, including the Charter School's progress in achieving the academic goals set forth in the Application and the School Improvement Plan.
- 14.4 Grounds for Revocation. The Charter may be revoked by Sponsor at any time before the term expires if Sponsor determines that one (1) or more of the following has occurred:
- 14.4.1 Organizer fails to commence Charter School operations,
 - 14.4.2 Organizer fails to comply with the U.S. Constitution, the Indiana Constitution, or applicable law, or regulation;
 - 14.4.3 Organizer fails to make a monitoring fee payment;
 - 14.4.4 The Charter School receives an "F" grade designation from the Department in any year the Charter is in place;
 - 14.4.5 Organizer fails to comply with any provision of this Charter; or
 - 14.4.6 Organizer fails to meet generally accepted fiscal management and government accounting principles;
 - 14.4.7 Organizer fails to meet accountability standards or requirements;
 - 14.4.8 Any ground for revocation listed in IC 20-24-9-4
- 14.5 Cause for Revocation; Notice. If Sponsor learns of circumstances that may provide cause for revocation, Sponsor shall provide Organizer written notice of the circumstances and state a date, not be less than fifteen (15) business days from the date of notice, by which time Organizer must respond in writing (a) showing cause why the Charter should not be revoked, or (b) proposing to correct the circumstances. No more than thirty (30) days following receipt of Organizer's response to the notice of revocation, Sponsor shall make a final decision and provide notice to Organizer of its decision.
- 14.6 Non-Renewal, Revocation, or Expiration. If the Charter is not renewed, is revoked, or expires, Sponsor will provide Organizer one (1) year to secure another Sponsor:
- 14.6.1 *Wind-up*. Organizer shall be responsible for winding-up the Charter School's operations, including paying all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by Organizer in the Charter School's operation. Under no circumstances shall Sponsor or Sponsor's officers, employees, agents, or representatives, including Sponsor, or those acting on behalf of Sponsor's officers, employees, agents and representatives, be responsible for these obligations.
 - 14.6.2 *Transfer; Closing*. Organizer shall cooperate with Sponsor to in transferring the charter school to another Sponsor, or the orderly closing of the Charter School, allowing the current students one (1) year or twelve (12) months from notification to transfer to another school.

Section 15 - Reporting Requirements

- 15.1 Reporting Calendar. Organizer shall annually provide to Sponsor all reports Organizer is required to submit to Sponsor hereunder.
- 15.2 Budgets and Accounting Reports; Timing. Organizer shall adopt a July 1 through June 30 accounting year ("Accounting Year"). If applicable law requires Organizer to implement a different Accounting Year, Organizer shall comply with those requirements for accounting and budgetary reporting purposes.
- 15.3 Annual Report. If required under I.C. § 20-24-9-1, Organizer shall submit an annual report to the Department containing the information set forth in I.C. § 20-24-9-2 plus all other data required by the Department under applicable law. Organizer shall provide to Sponsor, a copy of the annual report submitted to the Department.
- 15.4 Performance Report. As required by I.C. § 20-24-9-6, Organizer shall publish a performance report not earlier than January 15 or later than January 31 of each year that provides information required by I.C. § 20-20-8-8. Organizer shall provide Sponsor a copy of the performance report.
- 15.5 Other Reports.
- 15.5.1 *Accounting.* Organizer shall submit to Sponsor, the audit of Organizer's financial statements performed by the State Board of Accounts as required by I.C. § 20-24-8-5(1) ("SBA Audit") as soon as available, and if the SBA Audit is timely submitted, Sponsor may waive, in writing, the requirement to submit audited financial statements.
- 15.5.2 *Projections.* Organizer shall provide the following projections:
- 15.5.2.1 The school calendar no later than July 1 prior to the commencement date for the upcoming school year; and
- 15.5.2.2 The projected student enrollment no later than July 16 prior to the commencement date of the upcoming school year, specifying expected number of students.
- 15.5.3 *Quarterly Monitoring Reports.* Organizer shall submit to Sponsor the Quarterly Monitoring Reports on the timeline set by the Sponsor. The Sponsor retains the authority to establish and to change the requirements, whether be it content, timeline or frequency, pertaining to the Reports.
- 15.5.4 *Other.* Organizer shall submit to the Sponsor, all information required under applicable law and regulations.
- 15.6 Public Inspection. Sponsor may make any report hereunder available for public inspection, to the extent permitted or required by applicable law.
- 15.7 Notice of Litigation. Organizer shall notify Sponsor within five (5) days of service of a Complaint and Summons where Organizer is named as a Defendant, or at least five (5) days prior to filing a Complaint where Organizer is a Plaintiff in any court proceeding or any administrative enforcement proceeding arising from the operation of the Charter School. Sponsor, in its discretion, may request updates on any pending litigation within a reasonable time and Organizer shall comply with each request within a reasonable time, not to exceed fifteen (15) days.

Section 16 - General Provisions

- 16.1 Notice. All notices, reports, and other documents covered by the Charter and required to be sent to one of the parties shall be in writing and shall be delivered by hand or by U.S. Certified

Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this section:

16.1.1 If to Sponsor:

Daleville Community Schools c/o:
Office of the Superintendent
14300 W. 2nd Street Daleville, IN 47334

Copy to:

Robert W. Rund
Susan Traynor Chastain
Lewis & Kappes, P.C.
2500 One American Square Indianapolis, Indiana 46282

16.1.2 If to Organizer:

Indiana Virtual Pathways Academy
500 East 96th Street, Suite #400
Indianapolis, IN 46240

16.2 Governing Law. The Charter shall be governed by, is subject to, and shall be construed pursuant to the laws of the State of Indiana, without application of its principles of conflict of laws.

16.3 Waiver. No waiver of any breach of any provision of the Charter shall be held as a waiver of any other or subsequent breach.

16.4 Counterparts; Signature by Facsimile. The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by a party shall have the same effect as original signatures.

16.5 Amendment. The Charter may be amended only by a written instrument signed by Sponsor and Organizer.

16.6 Severability. If any provision of the Charter, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter and application of the provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

16.7 Entire Charter. The Charter supersedes and replaces all prior agreements and understandings between Sponsor (or Sponsor's officers, employees, counsel, consultants, agents, representatives, including Sponsor, and those acting on behalf of Sponsor's officers, employees, counsel, consultants, agents and representatives) and Organizer (or Organizer's duly authorized representatives) relating to the subject matter of this Charter.

16.8 Construction. The parties contributed to drafting the Charter. Therefore, the Charter shall not be construed in favor or against either party, regardless of which party prepared the Charter.

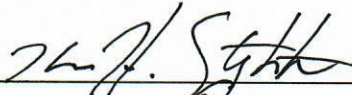
16.9 Disputes. Organizer and Sponsor shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. This provision shall not apply to the Sponsor's revocation rights under Section 15.4 hereof.

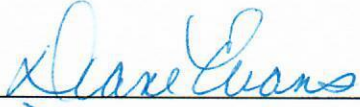
- 16.10 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number (singular or plural), and any other gender (masculine, feminine or neuter), as the context indicates is appropriate. When a reference is made in the Charter to an introduction, recital, section, paragraph or attachment, such reference shall be to an introduction, recital, section or paragraph of, or an attachment to, the Charter unless otherwise indicated. The words "hereof", "herein" and "hereunder" and words of similar import shall be deemed to refer to the Charter in its entirety and not to any specific provision of the Charter. The headings contained in the Charter are for reference purposes only and shall not affect in any way the meaning or interpretation of the Charter. Whenever the words "include," "includes" or "including" are used in the Charter, they shall be deemed to be followed by the words "without limitation." Accounting terms not expressly defined in the Charter shall have the respective meanings given to them under generally accepted accounting principles, consistently applied. The words "applicable law" shall mean any federal, state, or local laws, rules, regulations, ordinances, or other legal authority to which the entity in question is subject.
- 16.11 Authority. Organizer is duly authorized to contract for the Charter, and the person signing the Charter has been duly authorized to do so by the Board.
- 16.12 Report Due Dates. If Organizer is obligated to provide reports or other information on a date that falls on a holiday or weekend, Organizer may provide these reports or other information on the next business day immediately following the holiday or weekend.

IN WITNESS WHEREOF, the parties hereto have signed the Charter as of the day and year stated below.

Indiana Virtual Education Foundation, Inc.
d/b/a Indiana Virtual Pathways Academy

Daleville Community School Corporation

By: 
 Printed: THOMAS STOUGHTON
 Title: CHAIRMAN OF BOARD
 Date: 8/8/17

By: 
 Printed: Diane Evans
 Title: Board President
 Date: 8-7-17

By: _____
 Printed: _____
 Title: _____
 Date: _____


By: 
 Printed: Vickie Rees
 Title: board Secretary
 Date: 8-7-17

Exhibit AInsurance Requirements

Organizer shall obtain and maintain in force for the Term of the Charter, the following schedule of required minimum insurance with one or more insurance companies licensed to do business in Indiana possessing at least an A-rating from A.M. Best:

- Directors' and Officers' Liability/Educators' Legal Liability/Employment Practices Liability:
\$1,000,000 per occurrence; \$3,000,000 aggregate
- Sexual Abuse Liability:
\$1,000,000
Note: Sexual abuse liability must be a separate policy or a separate coverage part with limits independent of other coverage parts in the general liability policy.
- Umbrella (Excess Liability):
\$5,000,000 per occurrence; \$5,000,000 aggregate
Note: The umbrella policy must include: Commercial General Liability/Directors' and Officers' Liability/Educators' Legal Liability/Employment Practices Liability, Automobile Liability, and Sexual Abuse Liability.
- Workers Compensation Liability:
As required by Indiana State Law

Sponsor must be listed as an additional named insured on each policy. Sponsor may request further documentation at any time. The insurance provided by Organizer shall apply on a primary basis. No funds, assets, insurance, or self-insurance of Sponsor or Sponsor's officers, employees, agents, counsels, consultants, and representatives, or those acting on behalf of Sponsor's officers, employees, agents, counsels, consultants, and representatives shall be held to answer for the payment of any claim, action, expense (including attorney's fees), damage, liability of Organizer. The insurance provided herein shall provide coverage for Organizer's indemnification obligations set forth in the Charter.

Organizer shall submit its proposed insurance coverage for Directors' and Officers' Liability/Educators' Legal Liability/Employment Practices Liability, Automobile Liability, Sexual Abuse Liability, and Workers Compensation Liability to Sponsor no later than June 30th and these coverages shall take effect within two (2) business days of this date. Organizer shall submit its proposed insurance coverage for Commercial General Liability and Umbrella Liability to Sponsor at least two (2) weeks prior to acquiring, through purchase, lease or otherwise, the physical plant of the Charter School, and these coverages shall take effect no later than the effective date of such acquisition.

From: Paul Garrison <pgarrison@daleville.k12.in.us>
Sent: Monday, January 21, 2019 5:08 PM
To: Thomas Burroughs <thomas.burroughs@bitloft.com>
Subject: Re: 2016 INVS Audit

My cell phone number is [REDACTED]. I will anticipate hearing from you when you know more.

Sent from my iPhone

On Jan 21, 2019, at 1:30 PM, Thomas Burroughs <thomas.burroughs@bitloft.com> wrote:

Paul:

Because we have been unable to talk, let me give you a thumbnail of what I intended to discuss with you.

The SBOA informed us that it may or may not accept the 2016 Audit for IVS. The SBOA is attempting to schedule a meeting with Huth Thompson—the auditors—regarding a couple of changes. Additionally, the SBOA required disclosure of a letter created by the auditors. [REDACTED]

[REDACTED]

The SBOA also informed us that the SBOA will be performing the 2018 audit for IVPA, and the 2017 and 2018 audits for IVS. If the remaining issues respecting the 2016 IVS audit are not worked out, the SBOA may also complete the 2016 audit.

Indiana Virtual Pathways Academy is required to upload and certify student data to the Indiana Department of Education throughout each school year. An analysis of the course completion and attendance reports has uncovered serious issues regarding the duty to provide student education. In part, the data shows that many enrolled students were not included in the course completion report and that many who were included were not assigned any courses.

As an example, during the 2017-18 school year, 1563 students were reported by IVPA as enrolled all year (Aug/Sept – June) and attending IVPA between 158-171 school days. The breakdown of the course data reported by IVPA for these 1563 full year students is in the chart below.

Indiana Virtual Pathways Academy ♦ 2017-18 School Year ♦ 1563 reported full year students

| | |
|---------------|--|
| 645 students | No course assignments reported for semester 1 |
| 468 students | 1-4 course assignments reported for semester 1 |
| 432 students | 5 or more course assignments reported for semester 1 |
| 1385 students | Zero credits earned reported for semester 1 |
| 10 students | 5 or more credits earned reported for semester 1 |
| | |
| 1563 students | No course assignments reported for semester 2 |
| 0 students | 1-4 course assignments reported for semester 2 |
| 0 students | 5 or more course assignments reported for semester 2 |
| 1563 students | Zero credits earned reported for semester 2 |
| 0 students | 5 or more credits earned reported for semester 2 |

Proposal to Charter A Virtual Alternative School

To Be Known As:
Indiana Virtual Pathways Academy



Prepared for:
**Daleville Community Schools
Board of Trustees**

Prepared by:
**Board of Directors
Indiana Virtual Education Foundation
500 East 96th Street, Suite 400
Indianapolis, IN 46240**

Introductory Letter

Through our experiences administering the Indiana Virtual School, we have discovered a great need for a 'virtual' alternative school in the state of Indiana. No other organization is offering such a program at this time and too many students are being left behind as a result.

This document will present some of the technical details on how such a program will work and how we believe we can accomplish this mission. In our six years of serving Indiana Virtual School students, we have realized a great need to accommodate those students not being served by traditional schools or alternative programs. We have invested a great deal of time researching this need and we believe our team can better serve these students in a new setting.

Beginning with the Individual Service Plan that will direct the schedule for each student, as well as an impetus on school to work opportunities, we believe we can provide a balanced approach in understanding the present needs of our students for future success.

The Indiana Virtual Education Foundation is asking Daleville Community Schools Board of Trustees to authorize this new school, allowing us to further serve a number of students in Indiana who do not fit the standard mold of the current education system.

Thank you for your consideration and we look forward to your review of this proposal.

Respectfully,

Percy Clark, Jr.
Superintendent
Indiana Virtual School

Executive Summary

Mission & Vision

Indiana Virtual Pathways Academy provides robust, diverse and personalized educational pathways for “at risk” students through leveraging online coursework with community partnerships, internships and industry certifications. Our intent is to provide an educational format that will accommodate Indiana students who fall by the wayside, missing the opportunity for greater personal development and ultimately greater economic opportunities. Our vision is to provide an equal opportunity for academic success for all students, regardless of the obstacles in life that may hinder their success in a traditional school.

Targeted Student Population

While recognizing that all high school students in Indiana have the right to enroll, our targeted population will be those with a record of poor performance. These are students who are out of their cohort due to academic deficiencies, intend to withdraw or have withdrawn from school, have failed to comply academically, are disruptive as defined in IC 20-10.1-4.6-1.6, or would benefit from instruction offered in a manner different than what is offered in a traditional school setting.

Educational Focus

The targeted population has significant hurdles, and in some cases, barriers in their path to receiving an education. Indiana Virtual Pathways Academy will focus on creating a viable and realistic pathway forward for each student using internships and industry certifications as a means to incentivize and provide relevance to the education.

Educational Delivery System

Course content will be delivered online through relationships with content providers. Between Pearson School, Edison Learning, and Edmentum, IVPA can offer over 600 online courses, customizing each student’s educational experience. Teachers and student representatives will regularly engage with students through multiple communication avenues such as phone, email, text, IM, chat, Adobe Connect, Scribblr, as well as those that are inherent in each LMS. Internships and industry certifications will, of necessity, be “in person” and live.

Governing Structure

The Indiana Virtual Education Foundation will serve as the Organizer of Indiana Virtual Pathways Academy. IVEF is a domestic nonprofit corporation registered in the state of Indiana since 2015. The IVEF Board of Trustees reflects a broad diversity of expertise and interests and their individual track records demonstrate successful performance in education and business as well as a commitment to our communities and the State of Indiana. The Board is united in a commitment to help expand the range of quality educational opportunities for those students whose life circumstances make education a challenge.

Accountability

Indiana Virtual Pathways Academy will utilize EVOLVE for a yearly self-analysis. EVOLVE is a research-based rubric, developed by The Summit under the leadership of Dr. Brad Oliver, that supports the evaluation and evolution of online learning and virtual efficacy by scrutinizing practices in the four critical competencies of education: academics, systems, personalization, and governance. Through an external review by an expert team along with a self-study by our school, EVOLVE will provide us with guidance that is targeted, relevant and timely.

Proposal

PURPOSE

The Indiana Virtual Education Foundation seeks to enter into a relationship with Daleville Community Schools for the purpose of authorizing a new virtual charter school to be known as Indiana Virtual Pathways Academy. The new school will be designed to provide robust, diverse and personalized educational pathways for “at risk” students. Online coursework will be augmented with community partnerships, internships and opportunities to earn industry certifications. Our intent is to provide an educational format that will accommodate Indiana students who fall by the wayside, missing the opportunity for greater personal development and ultimately greater economic opportunities. Our vision is to provide an equal opportunity for academic success for all students, regardless of the obstacles in life that may hinder their success in a traditional school.

TARGETED STUDENT POPULATION

While recognizing that all high school students in Indiana have the right to enroll, our targeted population will be those with a record of poor performance. Examples fitting this criterion would be students who are:

- Currently under expulsion
- Intend to withdraw or have withdrawn from school
- Parents or expectant parents and are unable to regularly attend the traditional school program
- Employed and the employment is necessary for family financial support and traditional school interferes with a part of student's instructional day
- Who are out of their cohort due to academic non-compliance (credit deficiency)
- Are disruptive students (as defined in IC 20-10.1-4.6-1.6)
- Have failed to comply academically and would benefit from instruction offered in a manner different than what is offered in a traditional school setting

EDUCATIONAL FOCUS

The targeted population has significant hurdles, and in some cases, barriers in their path to receiving an education. Each student has a prior record of school failure. Indiana Virtual Pathways Academy will focus on creating a viable and realistic pathway forward for each student using partnerships, internships and industry certifications as a means to incentivize and provide relevance to education.

EDUCATIONAL COMPETENCY: GOVERNANCE

THE BOARD – INDIANA VIRTUAL EDUCATION FOUNDATION

Organization

The Indiana Virtual Education Foundation will serve as the Organizer of Indiana Virtual Pathways Academy. IVEF is a domestic nonprofit corporation registered in the state of Indiana. The IVEF Board of Trustees reflects a broad diversity of expertise and interests and their individual track records demonstrate successful performance in education and business as well as a commitment to communities and the State of Indiana. The Board is united in a commitment to help expand the range of quality educational opportunities for those students whose life circumstances make education a challenge.

Board Members

Mr. Tom Stoughton
Mr. Tom Burroughs

Mr. Fred Ellis
Mr. Tom Krudy

Mr. Ed Valdetaro

Role

The Board of Trustees will assume ultimate responsibility for all of the operations and finances of Indiana Virtual Pathways Academy. Inherent in that oversight will be establishing and approving all major educational and operational policies as they relate to the school, approving all contracts, approving the school's annual budget, overseeing the school's fiscal affairs, and monitoring Indiana Virtual Pathway Academy performance. The Board of Trustees will also be responsible for ensuring compliance with its charter agreement and overseeing the evaluation and accountability process agreed to in the Charter. The major roles and responsibilities of the Board of Trustees include:

- Establishment of the Charter
- Establishment, management, execution and evaluation of all policies governing the school including, but not limited to, academics, programs, students, employees, volunteers, community partners, and internships
- Establishment, management and execution of all financial policies, procedures and transactions including budgets, contracts, expenditures, receipts, and yearly external audits as a fiduciary organization
- Establishment and evaluation of academic programming
- Monthly public board meetings
- Compliance with all local, state, and federal regulations including, but not limited to, the Charter, the Indiana Department of Education, the Indiana State School Board, and the Indiana State Board of Accounts
- Performance evaluation of the school based on the EVOLVE rubric
- Any other powers not delineated above are reserved by The Board to further the mission and operation of the school.

Board Policy Development

Policy development is informed by a combination of local, state, federal and Authorizer requirements for the operation of the school. School administrative staff will recommend to

the Board of Trustees policies that are required to be in place for the safe, legal and effective operation of Indiana Virtual Pathways Academy. In this context, the school administration is staff to the Board of Trustees. The staff responsibilities will include assisting in policy development as well as having the authority to carry out policies once the Board of Trustees have adopted them. The Board of Trustees maintains the responsibility and authority to approve the educational and operational policies of the school and to hold the administrative staff accountable for the proper implementation of those policies.

SCHOOL ADMINISTRATION

Overview

Indiana Virtual Pathways Academy administrative staff will manage the school, handling all day-to-day academic, operational, and management issues. These school leaders will be certified administrators with leadership experience as school principals or school leaders. Staff will be expected to demonstrate expertise in curriculum, instruction, assessment, finance, facilities, business management, governance and administration. Indiana Virtual Pathways Academy administrative staff will be structured based on the school's educational program and projected enrollment.

Head of School

The Board will employ a Head of School (HOS) to act in the capacity of a state school superintendent with supervisory authority over all students and employees of the school. The HOS will be responsible for all operations of the school and will make recommendations to the Board regarding policy, operations, employment, systems, and educational best practices. In this capacity, the HOS will also be the Board's liaison with the Authorizer, the Indiana Department of Education, and the State School Board.

Administrative Staff

School personnel such as principals, assistant principals, and designated educational department leaders shall be duly licensed as required by the IDOE, legislative mandate, and/or any other applicable Indiana State laws. All administrative staff shall report to the HOS.

EDUCATIONAL COMPETENCY: ACADEMICS**CURRICULUM****Content**

Our curriculum is provided by Florida Virtual School, Edison Learning, and PLATO, each of which are award-winning curriculum developers known worldwide and comprises over 600 courses including AP, and Honors. All courses are provided online and are accredited by the Southern Association of Colleges and Schools (SACS) as well as the Commission on International and Trans-Regional Accreditation (CITA). Each course has an Indiana licensed teacher that works directly with students, and students may contact teachers through a variety of methods.

Delivery

All of our courses are fully online enabling students to be able to work on their studies any time of the day or night, and as often as they wish. All courses have a Pace Chart embedded in them. This allows students to know exactly what is expected to be submitted on a weekly basis, whether they choose a traditional, extended or accelerated pace. Instructors assist students in modifying the chart to reflect their chosen pace or life circumstance.

Relationships, Internships & Industry Certifications

A critical focus at the Indiana Virtual Pathways Academy is establishing more adult relationships in the lives of our students through a variety of business and social service partners. We have established relationships with the Indiana Sheriffs' Association, Meridian Services (a statewide social service agency), Minority Engineering Program of Indianapolis, Indiana Construction Roundtable and EmployIndy, the Marion County Workforce Investment Board.

The Minority Engineering Program of Indianapolis (MEPI) will serve as a community partner. MEPI was established in 1986 to expose minority students in central Indiana to key concepts related to STEM careers. MEPI's Saturday programming provides activities that deliver a strong math and science foundation. Students are encouraged to excel in their studies and 95% of MEIP-engaged youth enroll in college upon high school matriculation. Internships are available for juniors and seniors at work places such as Xerox, Lilly, Rolls Royce, Allison Transmission, and Cummins.

Also serving as a community partner is the Indiana Construction Roundtable (ICR). ICR is a primary partner in the Build Your Future campaign, a collaboration of employers, state agencies, and industry associations that encourages Indiana students to learn about and qualify for emerging careers and training opportunities in the construction industry.

INSTRUCTION**Teachers**

Courses are taught by highly qualified, Indiana state certified instructors. Instructors and students interact regularly through a multitude of communication methodologies (i.e. phone, email, text, IM, chat, Adobe Connect, Scribblr, etc.). Students are encouraged to

contact the instructor when there is a need of any kind. Instructors speak via telephone with students and their parents at least once per month. While technology will be utilized to deliver course content, our school is built around a powerful educational model of meaningful parent/student/teacher involvement. Stating this, it is critical that the parent/guardian is engaged with the education of the student they represent. The Indiana Virtual Pathway Academy will continue to develop strong relationships between the school, student and parent/adult.

Assignments

Upon entering the course, students have access to all assignments, but access to tests or quizzes may not be available until certain assignments have been completed. Students move sequentially through the course but may be allowed to occasionally move ahead or test out of certain areas, pending instructor approval.

The Grade Book

Every graded assessment is recorded in the student's personal grade book, which is also available to parents/guardians. All graded assignments and current overall grade average are available for viewing.

Work Load Expectation

Each student is required to submit a specific amount of work each week to maintain the appropriate pace decided on by instructor and student. The number of required weekly submissions depends on the interaction between the course taken, the end date, and the number of weeks until the end date. Instructors will work with students to accommodate individual schedules while emphasizing the importance of reading the material, studying the material, and understanding the various connections to previous course work. Failure to maintain pace will result in warnings, reduced grades and, if unheeded, withdrawal from the course.

Academic Integrity

Academic integrity is a core value and one of the most important areas of focus as a learning organization. IVPA uses a variety of tools and protocols to ensure academic integrity. Some of these include:

TurnItIn.com: This Internet tool compares student work against a variety of databases. The IVPA Learning Management System is integrated with TurnItIn.com and most work is automatically uploaded to the system. This database compares students' work against other students' work, as well as work found on the Internet.

Academic Integrity Database: IVPA maintains its own database of student work. This database is used to compare student-to-student work to verify student originality.

Teacher Expertise: IVPA instructors have extensive classroom experience. Their expertise is often a guide in identifying the level of originality in student work.

Discussion-Based Assessments: Each teacher regularly conducts discussion-based assessments with his or her students. These conversations occur at specific intervals in a course and are included in the assessment component of each course. The teacher

discusses individual student work and extends the conversation to verify the authenticity of the student work while identifying useful connections to previous course material. It is expected that the work submitted by the student will align with level of mastery demonstrated in the discussion-based assessment.

Proctored Exams: All Indiana State testing (ISTEP, ECA, ILEARN, ISTAR) are proctored and comply with all IDOE testing policies and regulations. Teachers may also schedule a proctored exam for course content at any time.

EDUCATIONAL COMPETENCY: PERSONALIZATION

PATHWAYS

The inclusion of the term “Pathways” in the naming of the school was intentional. The students that we propose serving have lost their way, educationally, and do not have a viable pathway forward.

Our first step is to ascertain their current level of academic performance, i.e., credits attained, grade placement and reading level. Then, drawing upon conversations with the students and parents, we will identify their interests for the future. Courses and community partnerships/internships will then be deliberately selected to create an individualized pathway forward. During the scheduling process the school will take in to account personal circumstances such as work, parenting, juvenile detention, health factors, etc. Each student will have an assigned team of teachers and support staff who will constantly monitor progress and intervene when the student loses engagement.

THE INDIVIDUAL SERVICE PLAN

Student Success Coaches will be assigned to every student upon enrollment. As referenced above, each student will have an individual pathway that charts what they have accomplished, what courses they have yet to take, and internship/training opportunities that ultimately lead to graduation, and potentially, a job. The Success Coach oversees and implements an Individual Service Plan for each student; advises students and parents in regard to academics and activity levels; collaborates with school staff to identify and assist students in accessing school and community resources; and assists students who enroll mid-semester to ensure smooth transitions into their new their classes.

ENGAGEMENT & COMMUNICATION

Students

Student engagement in the learning process is critical. Because the targeted student population have already experienced failure in school despite live, in-person support in their traditional school settings, it is imperative that we re-engage these students. We will use a multi-tiered approach, combining increased communication with community and industry relationships to provide relevancy and purpose. Students who see the relevancy and understand the purpose of their education will be more engaged and vested in the process, desiring a good outcome.

Engagement in an online environment is measured through the interactions of three core processes: assignments, logins, and course progression. Students are expected to attempt all the activities associated with the course content and interact with their teachers on a weekly basis. Students who fall behind on assignments, logins, or course progression may be classified as “Insufficiently Engaged” and eventually end up on academic probation through our tiered engagement policy with increased interventions and BMV consequences.

Teachers

Teachers will provide prompt and personalized feedback on assignments, communicate

with parents on a regular basis, and utilize a variety of methods for weekly communications with students. The student's level of academic success will be the criterion used to determine the initiation of increased teacher engagement.

Parents

Parents must provide the oversight of and the support for students attending IVPA. Parents are encouraged to verify their child's daily online attendance, set high expectations for quality of work, log in to the Parent Portal weekly to check assignments, current grades and course progression, and maintain regular contact with the teachers.

TEACHER/STUDENT RATIO

IVPA will determine the student to teacher ratio based on the needs of the students and their academic success. As pathways are determined for each student, the school has the flexibility to assign teachers accordingly. Students who have demonstrated prior success and are more independent, require fewer interactions than students who are behind with their credits, not reading on grade level and/or need a slower curricular pace. We would expect a ratio of 250:1 to be near the effectual "top end" for those students requiring fewer interactions. Since our targeted population has a record of poor academic performance and engagement, we expect the average ratio to be much lower.

INTERVENTIONS

Indiana Virtual Pathways Academy is designed around providing critical wraparound services for "at risk" students. Our pathways approach will provide the relevance and incentives these students need in order to continue on to graduation. The relationships established by teachers, counselors, success coaches, mentors and business/community partners will also deliver a significant impact on the success of these students.

We will identify and place students in the following classifications:

Tier 1 Academics: Teachers use high-quality core class instruction aligned with the Indiana Academic Standards in which the majority of these students have demonstrated success.

Tier 2 Academics: Students are identified for individual or small group intervention in addition to core instruction. This level includes scientific research-based programs, strategies, and procedures designed to supplement, enhance, and support Tier 1 activities.

Tier 3 Academics: Students who have not responded adequately to Tiers 1 and 2 will receive specific, custom-designed individual instruction beyond the instruction in Tier 1. This level of intervention is aimed at those students who have academically identified difficulties.

Triggers

Failure to log in to the LMS, complete assignments, maintain appropriate course pace, and/or disengagement with the success coach will all be causes for the initiation of interventions. The school will inform the parent of the concerns. If the disengagement continues, the school may place the student on an academic/engagement plan with specific expectations for reporting and assignment completion. At this point, additional support staff may be added as well as local community support services.

SPECIAL EDUCATION

Special education services will be provided in a virtual format. Special education needs, IEPs, and other related services are identified and met by our special education staff. Teachers on the IVPA special education team are dedicated to meeting students at their ability levels to help them reach their fullest potential. They help tailor the lessons to meet the goals of the IEP and are available each week day to help students through any challenges. Regular education teachers will have access to the At-A-Glance IEP for each student so that they are aware of the goals that are being addressed.

Indiana Virtual Pathways Academy will be in compliance with state (Article 7) and federal (ESSA) guidelines and protocols for special education.

ENGLISH LANGUAGE LEARNERS

IVPA will follow all IDOE guidelines in identifying, testing and providing curricular adjustments for English Language Learners. Inherent to that process, we provide a multilingual text to speech utility as an excellent means to alleviate the language barrier during the student's transitional time to English. Additionally, we also offer Text to Speech capabilities to all students who do not read at a proficient level.

EDUCATIONAL COMPETENCY: SYSTEMS

LEARNING MANAGEMENT SYSTEMS (LMS)

Buzz

Buzz LMS is our personalized learning application, developed by Agilix. As a platform, Buzz enables us to easily distribute, update, and manage courses, enrollments, and reporting in a virtual environment. Buzz is a 'mash up' of the popular and award winning BrainHoney LMS and the personalized learning application (also known as Buzz) that has produced large scale transformation in student achievement in Detroit and New York.

Edison Learning

Edison Learning has been at the forefront of the most dramatic advances in American public education for a generation, and now has further established itself as a leader in virtual learning with a dynamic, media-rich learning experience designed to engage students in rigorous coursework. eCourses within Edison Learning utilize videos, interactive demonstrations, games, virtual science labs, forums, and a text-to-speech tool to support learning in multiple modalities.

Edmentum (PLATO)

Online curriculum is designed to infuse technology and education together to provide a personalized learning experience for every student. Rigorous and engaging online content is designed to meet all students at their proficiency level through the use of media-rich and interactive experiences and real-time, actionable student data.

STUDENT INFORMATION SYSTEM (SIS)

Indiana Virtual Pathways Academy will utilize Invision for its student management system (SIS). Invision is a web application that is used to store academic, demographic, and contact information about students and parents. The main functions of Invision are to:

- Provide a central repository for student data
- Provide the means by which to extract data for state and federal reporting
- Track management/administrative metrics and statistical data
- Record teacher/staff tasks and communications with students
- Drive internal processes
- Deliver grade reporting and transcripts

FINANCIAL & ACCOUNTING SYSTEM

Financial services are provided by Bright Financial Services, owned and operated by Indiana Certified Public Accountants. The firm has over 20 years of not-for-profit experience and is currently under contract with other Indiana charter school organizations.

EVALUATION SYSTEM

EVOLVE

EVOLVE is a research-based rubric that supports the evaluation and evolution of online

learning and virtual efficacy by scrutinizing practices in the four critical competencies of education: academics, systems, personalization, and governance.

In order to be proactive in providing a high quality, online learning experience for our students, IVPA will implement the EVOLVE Rubric (i.e., EVOLVE is an acronym for Evaluation of Online Learning and Virtual Efficacy). As reflected in the name, this tool is designed to help virtual schools to evolve in terms of both academic quality and the ability to deliver online education effectively.

EVOLVE calls for a diagnostic evaluation of the school through a self-study and by an expert review team utilizing the rubric. EVOLVE examines four critical areas: academics, systems, personalization, and governance. Each of the four areas requires the school to respond to a series of guiding questions. Evidence provided by the school, in response to these questions, is then rated on a 4-point scale using descriptive, research-based criteria. EVOLVE is able to calculate a letter grade for each quadrant, as well as, an overall school grade.

February 12, 2019

Mr. Paul Garrison, Superintendent
Daleville Community Schools
14300 West 2nd Street
Daleville, IN 47334



RE: Indiana Virtual School and the Indiana Virtual Pathways Academy

Dear Mr. Garrison:

Thank you for talking to Marsha Bugalla and me earlier in the week January 31, 2019 about the Indiana Virtual School and the Indiana Virtual Pathways Academy issues that were discussed between the Office of Special Education and Virtual Schools staff on January 24, 2019. The meeting was convened to discuss the Noncompliance with Article 7 – Transition Individual Education Plan. (511 IAC 7-43-4 Transition individualized education program including transition assessments, transition IEP components, and transition services).

I have attached a summary from our conversation regarding the information gathered prior to the visit and topics discussed during the visit.

As the meeting came to a close on January 24 the group talked about the next steps that could be taken to address not only the finding of noncompliance for federal indicator 13, Transition IEP elements, but other areas of concerns discussed in the meeting.

1. OSE staff agreed to review/monitor additional transition IEPs and set up a meeting with the three teachers of record to address the noncompliance and how a compliant IEP is to be written.
2. There was interest in how the two districts could work with the State Office of Vocational Rehabilitation Services to ensure that Pre-Employment Transition Services could be made available to transition age students.
3. Set a meeting with the OSE lawyer to discuss issues with student attendance when the student has disengaged from the district (TORs and school counselors try to contact the student through all means provided, including using the sheriff in counties to make visits to the last known address, etc.).
 - a. Specific to special education – is there a certain amount of days that the school tries to make contact and is unsuccessful – can the district withdraw them?
 - i. Any issue with manifestation determination, etc.?

- b. IDOE has recently put out guidance on attendance that the Virtual School staff were unaware.

Other issues of concern that arose as the result of the January 24th meeting that may be significant violations of the requirements of IDEA and Article 7 include:

- 511 IAC 7-32-40 "Free appropriate public education"
- 511 IAC 7-32-48 "Individualized education program" or "IEP"
- 511 IAC 7-32-86 "Special education"
- 511 IAC 7-32-88 "Specially designed instruction"
- 511 IAC 7-36-7 Instructional curricula, materials, equipment, and assistive technology devices and services
- 511 IAC 7-36-10 State and local assessments
- 511 IAC 7-37-1 Notice of procedural safeguards
- RULE 40 (1-8). Identification and Evaluation
- RULE 41. Eligibility Criteria
- RULE 40 Identification And Evaluation
- RULE 42. Determination of Special Education Services
- 511 IAC 7-43-1 Related services
- 511 IAC 7-43-3 Review of transition age students
- 511 IAC 7-43-5 Transfer of rights to student
- 511 IAC 7-43-7 Summary of performance
- 511 IAC 7-44-5 Manifestation determinations
- RULE 45. Complaints, Mediation, and Due Process Procedures

I would like to have a conversation with you about how we can work together to address the issues.

INDIANA VIRTUAL SCHOOL & INDIANA VIRTUAL PATHWAYS ACADEMY

Information from Indicator Findings

Indiana Virtual School

In SY 2016-2017 Indiana Virtual School had 0% compliance in timelines for initial evaluations for students (Indicator 11); Indiana Virtual School was able to make necessary corrections and was released from the finding within one year.

In SY 2017-2018 Indiana Virtual School had 0% compliance in Transition IEPs (Indicator 13). This is the first year Indiana Virtual School had a federal pull based on the 3 year rotation system.

Indiana Virtual Pathways Academy

In SY 2017-2018 Indiana Virtual Pathways Academy had 0% compliance in Transition IEPs (Indicator 13). This is the first year Indiana Pathways Academy had a federal pull based on when the school opened.

Information from RDA Determination Matrix Released November 2018:**Indiana Virtual School**

Indiana Virtual School was in the lowest five percentile for average growth points for students' grades 3-8 with disabilities participating in regular statewide assessment in English/Language Arts

Indiana Virtual School was in the lowest five percentile for average growth points for students' grades 3-8 with disabilities participating in regular statewide assessment in Mathematics

The percentage of students with disabilities who graduated from Indiana Virtual School with any Diploma Designation was 3.1% compared to 24% of all students.

Part B funds:

Indiana Virtual School has not submitted Part 2 of their FY 2019 application, so they do not have access to their FY 2019 funds. The allocation is \$508,809. They have come to the DOE for technical assistance on the grants. They were provided individual assistance for 3 hours. They attempted to use funds for mileage, parking, and per diem for the training they received. They also attempted to use funds for a trip to Hawaii. Both requests were denied by the DOE.

Indiana Virtual Pathways Academy

The percentage of students with disabilities who graduated from Indiana Virtual Pathways Academy with any Diploma Designation was 0% compared to 2.2% of all students.

Indiana Virtual Pathways Academy has not submitted Part 2 of their FY 2019 application, so they do not have access to their FY 2019 funds. The allocation is \$576,594. They have come to the DOE for technical assistance on the grants. They were provided individual assistance for 3 hours. They requested to use funds for mileage, parking, and per diem for the training they received. They also requested to use funds for a trip to Hawaii. Both requests were denied by the DOE.

Information from Face to Face Meeting on January 24, 2019:

The meeting was held at Indiana Virtual School and Indiana Virtual Pathways Academy. Both schools share teachers and administrators. The meeting began shortly after 10 AM and lasted until shortly after 12:30 PM. The team from Indiana Virtual School and Indiana Virtual Pathways Academy shared a short video which included information about the schools. The video shared there 616 students with disabilities enrolled in both schools.

The first part of the meeting which lasted approximately ninety minutes was focused on how a student accesses school.

- Students apply for enrollment in the either school using an online application process
- Students must be reading at least a sixth grade reading level in order to access the curriculum;
 - Those students who are not reading at a sixth grade level are given an assessment to affirm reading level and to determine whether this is the appropriate setting for them.

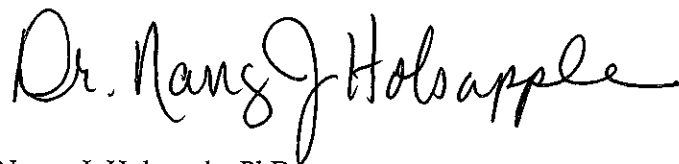
- There are two counselors who are dedicated to working with students with IEPs and 504 plans for both LEAs.
- There are three teachers of record (TORs) for all 616 students.
- Students use an online application known as Plato for all classes.
 - Students are able to access the system 24/7 and parents have the ability to see their student's progress in real time.
 - Plato has the following accommodations built into the application: calculator, untimed tests, the ability to excuse assignments, and text to speech.
 - All Special Education students receive and/ or require these same four accommodations.
- In the Provision Section of IEPs DOE representatives have read, Special Education services are listed as Consult/Monitor.
 - There is a Skype type Service known as Lumina which is used for all related services such as speech, OT, and PT.

During the meeting we began discussing issues of non-compliance regarding Indicator 13.

- Issues discussed:
 - Not being able to 'find' student in order to be able to complete transition assessments
 - Unable to access CTE centers for all students
 - NOTE: There has been some discussion among charters around creating their own CTE co-op because of this inability to access CTE center

Again, thank you for your time.

Sincerely,



Nancy J. Holsapple, PhD
Director of Special Education
Indiana Department of Education

KAW



DALEVILLE COMMUNITY SCHOOLS

CLOSURE PROTOCOL

For Indiana Virtual Pathways Academy

Authorized by

Daleville Community Schools

February 2019

SBOE Exhibit 3

EXHIBIT 6

Daleville Community Schools (DCS) must develop a charter school protocol “to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets” (IC 20-24-9-4.5 (a)). Additionally, DCS must, if a charter school closes for any reason, “oversee and work with the closing charter school to ensure a smooth and orderly closure and transition for students and parents...” (IC 12-24-9-4.5(b)). This document is designed to both fulfill these statutory obligations and to provide transparency and information to those charter schools authorized by Daleville Community Schools.

The closure process has three major components: (1) notice; (2) presenting contrary evidence to closure; and (3) winding down of operations. These components are similar for both revocation and nonrenewal, though some components differ slightly.

Revocation Process

After assessing the Organizer’s noncompliance with the charter, as well as other relevant information, DCS will provide written notice to revoke the charter agreement to the Organizer. Revocation notification will include (1) the grounds for revocation; (2) information regarding the revocation process; and (3) a revocation date. The Organizer must respond in writing within 15 business days showing cause as to why the charter should not be revoked and/or proposing to cure the condition.

After hearing the recommendation and reviewing any written proposal submitted by the Organizer, the DCS Board of School Trustees will vote on the revocation of the charter. If the DCS School Board votes to revoke the charter, the Organizer, via the Board Chair, and Superintendent/Head of School will be notified within 24 hours via phone or email with a certified letter to follow. For a visual representation of the revocation process, please see the Revocation and Nonrenewal Process Timeline (p. 3).

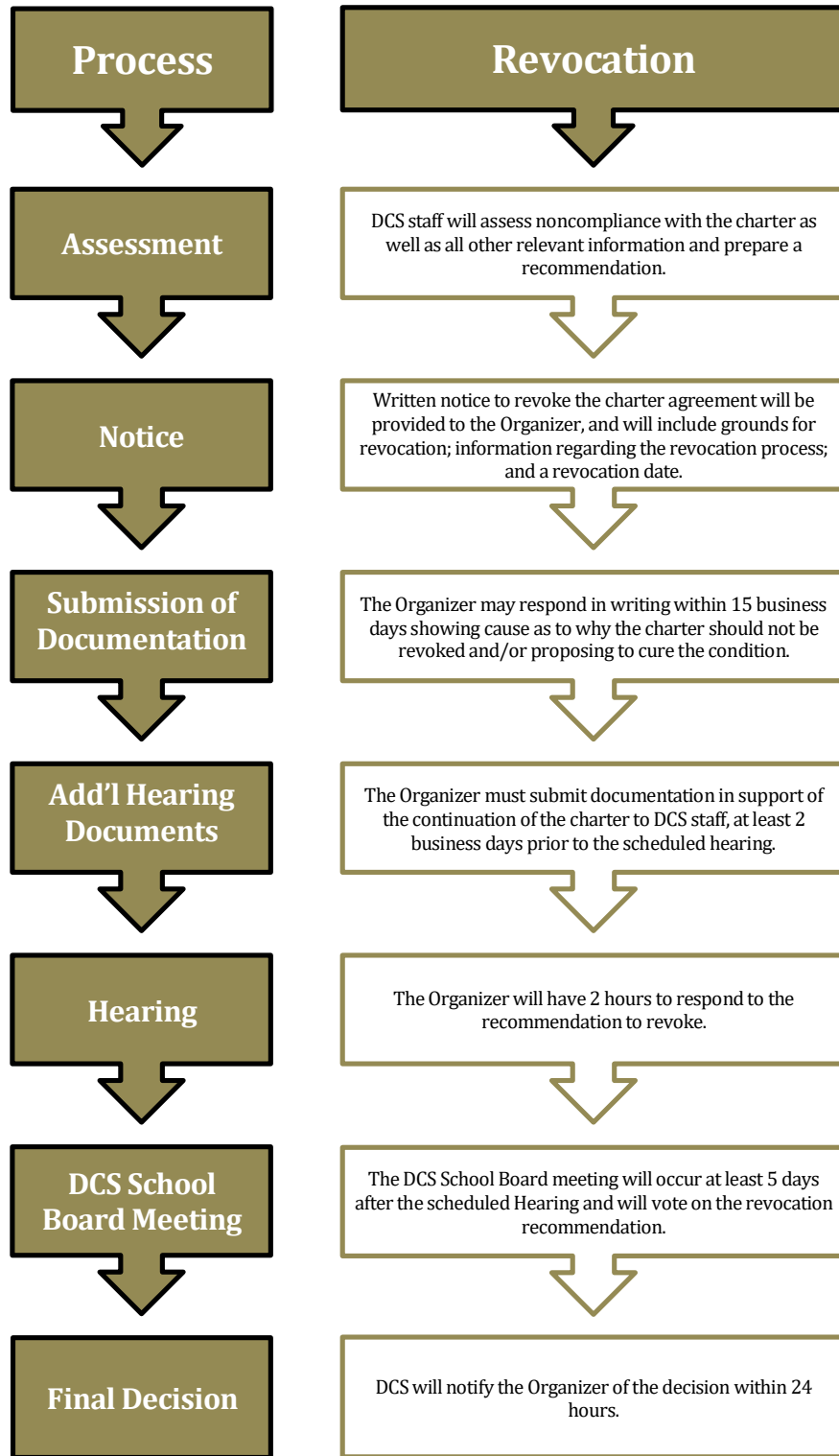
Requesting a Hearing

DCS assumes that the Organizer will request an appeal of the revocation or nonrenewal recommendation, and therefore, will schedule a Hearing. At the Hearing the Organizer will have a period of time to respond to the recommendation to non-renew (2 hours). This opportunity allows the Organizer to submit documents and give testimony in support of the continuation of the charter school. All documents must be submitted to the Superintendent of Daleville Community Schools via email, within 2 business days prior to the scheduled hearing. The Organizer is entitled to representation by counsel at the scheduled hearing. For a visual representation of the revocation or nonrenewal process, please see the Revocation and Nonrenewal Process Timeline (p. 3).

Winding Down of Operations

Please see the Closure Protocol Action Plan (p. 4) for a guiding checklist that will be used in the winding down of operations. In creating this document, DCS identified and adapted model closure protocols developed by Trine University, the National Association of Charter School Authorizers (“NACSA”) and the Indiana Charter School Board (“ICSB”). DCS gratefully acknowledges the thought, leadership, and assistance of these organizations.

Revocation Process Timeline



Closure Protocol Action Plan

INITIAL STEPS

| Completion Date | Description of Required Actions | Responsible Party | Status |
|--|---|--------------------------------|--------|
| Roles and Responsibilities | | | |
| Within 72 hours of DCS's vote to close the charter school | Establish Transition Team and Assign Roles Transition team may include: <ol style="list-style-type: none"> 1. Lead person from DCS staff; 2. Charter school board chair or designee; 3. Lead administrator from the charter school; 4. Lead finance person from the charter school; 5. Lead person from the charter school faculty; and 6. Lead person from the charter school parent organization. | Authorizer Lead School Lead | |
| Within 5 business days of DCS's vote to close the charter school | Assign Transition Team Action Item Responsibilities <ol style="list-style-type: none"> 1. Develop plan, exchange contact information and assign roles; 2. Set calendar for meetings and assign dates for completion of each charter school closure action item. | Authorizer Lead School Lead | |

NOTIFICATIONS

| Completion Date | Description of Required Actions | Responsible Party | Status |
|---|---|-------------------------------------|--------|
| Parent Notification | | | |
| Within 72 hours of DCS's vote to close the charter school | Parent Contact Information Create a Parent Contact List to include: <ol style="list-style-type: none"> 1. Student name; 2. Parent name; 3. Address; 4. Telephone; 5. Email. Provide a copy of the parent contact information to Authorizer Lead. | School Lead | |
| Within 5 business days of DCS's vote to close the charter school | Initial Closure Notification Letter: Parents Distribute letter to parents outlining <ol style="list-style-type: none"> 1. Closure decision; 2. Timeline for transition; 3. Assurance that instruction will continue through the end of the school year or the date when instruction will cease; 4. Assurance that parents/students will be assisted in the reassignment process/Help Line Information; and 5. FAQ's about the charter closure process. | Authorizer Lead School Lead | |
| Within 30 business days of DCS's vote to close the charter school | Parent/Guardian Closure Transition Letter Distribute letter to parents outlining <ol style="list-style-type: none"> 1. Date of the last day of regular instruction; 2. Cancellation of any planned summer school; 3. Notification of mandatory enrollment under state law; | School Lead School Administrator | |

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| | <ol style="list-style-type: none"> 4. Dates of any planned school choice fair(s); 5. Contact and enrollment information for charter, parochial, public, and private schools in the area; 6. Information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and 7. Contact information for parent/guardian assistance questions. <p>Provide a copy of the letter/additional information to Authorizer Lead.</p> | | |
| Staff Notification | | | |
| <p>Within 48 hours of DCS's vote to close the charter school</p> | <p>Faculty Contact Information Create Faculty Contact List to include:</p> <ol style="list-style-type: none"> 1. Name; 2. Position; 3. Address; 4. Telephone; 5. Email. <p>Provide a copy of the faculty contact information to Authorizer Lead.</p> | <p>School Lead</p> | |
| <p>Within 48 hours of DCS's vote to close the charter school</p> | <p>Initial Closure Notification Letter: Faculty/Staff Distribute letter to faculty and staff outlining:</p> <ol style="list-style-type: none"> 1. Closure decision; 2. Timeline for transition; 3. Assurance that instruction will continue through the end of the school year or the date when instruction will cease; 4. Assurance that parents/students will be assisted in the reassignment process/Help Line Information; and 5. FAQ's about the charter closure process. | <p>Authorizer Lead School Lead</p> | |
| <p>Within 10 business days of DCS's vote to close the charter school</p> | <p>Convene Faculty/Staff Closure Meeting Plan and convene a faculty meeting to:</p> <ol style="list-style-type: none"> 1. Discuss reasons for closure; 2. Emphasize importance of maintaining continuity of instruction through the end of the school year; 3. Discuss plans for helping students find new schools; 4. Identify date when last salary check will be issued, when benefits terminate, and last day of employment; 5. Describe assistance, if any, which will be provided to faculty and staff to find new positions; 6. Provide Authorizer Lead/School Lead contact information. | <p>Authorizer Lead School Lead School Administrator</p> | |
| <p>Within 30 business days of DCS's vote to close the charter school</p> | <p>Faculty/Staff Closure Transition Letter Outline transition plan and timelines for staff, including but not limited to:</p> <ol style="list-style-type: none"> 1. Timeline for compensation and benefits; 2. COBRA information; 3. Pertinent licensure information; 4. Letter of recommendation/reference contact information; and 5. Transition team member contact information. <p>Provide a copy of the letter/additional information to Authorizer Lead.</p> | | |

| State/Local Agency Notification | | | |
|---|--|--------------------------------|--------|
| Within 48 hours of DCS's vote to close the charter school | <p>Initial Closure Notification Letter: State Agencies Send letter to the Indiana Department of Education to include:</p> <ol style="list-style-type: none"> 1. Notification materials distributed to parents; 2. Notification materials distributed to faculty and staff; 3. Authorizing board decision materials, resolution to close school, copy of any termination agreement. | Authorizer Lead School Lead | |
| Within 48 hours of DCS's vote to close the charter school | <p>Notify School Districts Impacted Within one day of DCS's vote to close the charter school, notify districts materially impacted by the closure decision, including:</p> <ol style="list-style-type: none"> 1. Copies of letters sent to stakeholders (e.g., faculty); 2. FAQ about the charter closure process; 3. Information about the plan being developed to ensure an orderly closure process; 4. Authorizing board decision materials, resolution to close school, copy of any termination agreement; 5. Authorizer lead contact information. | Authorizer Lead | |
| Within 10 business days of DCS's vote to close the charter school | <p>Agency Notifications To ensure a smooth transition for students, the following agencies must be notified of all closure decisions:</p> <ol style="list-style-type: none"> 1. Indiana State Board of Education; 2. Indiana State Board of Accounts; 3. Federal programs; 4. Teacher Retirement Program (TRF/PERF). | Authorizer Lead School Lead | |
| Media Notification | | | |
| Within 24 hours of DCS's vote to close the charter school | <p>Talking Points Create talking points directed to parents, faculty, community and press. Focus on communicating plans for orderly transition of students and staff. Distribute to the transition team.</p> | Authorizer Lead School Lead | |
| Within 24 hours of DCS's vote to close the charter school | <p>Press Release Create and distribute a press release that includes the following:</p> <ol style="list-style-type: none"> 1. History of the school; 2. Authorizing board closure policies; 3. Reason(s) for school closure; 4. Outline of support for students, parents, and staff; and 5. A press point person for the authorizer and for the school. | Authorizer Lead School Lead | |
| GOVERNANCE AND OPERATIONS | | | |
| Completion Date | Description of Required Actions | Responsible Party | Status |
| Enrollments | | | |
| Immediately upon DCS's vote to close the charter school | <p>Cease enrolling students Take appropriate action to cease all enrollment activities for new or returning students.</p> <ul style="list-style-type: none"> • No students may be enrolled, re-enrolled, transferred, or added in any way to the school membership after 24 hours of DCS's vote to close the charter school. | School Administrator | |

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| <p>Within 24 hours of DCS's vote to close the charter school</p> | <p>Cease recruitment activities Take appropriate action to cease all recruitment activities.</p> | <p>School Administrator</p> | |
| <p>Summer School</p> | | | |
| <p>Within 24 hours of DCS's vote to close the charter school</p> | <p>Terminate Summer Instruction Program Take appropriate action to terminate any summer instruction, such as canceling teaching contracts, notifying parents, etc.</p> | <p>School Administrator</p> | |
| <p>Student Records</p> | | | |
| <p>Within 30 business days of DCS's vote to close the charter school</p> | <p>Secure Student Records Ensure all student records are organized, up to date, and maintained in a secure location.</p> | <p>School Lead School Administrator</p> | |
| <p>Within one month after the end of classes</p> | <p>Transfer Student Records Identify an appropriate entity to hold student records. Send student records, including:</p> <ol style="list-style-type: none"> 1. Individual Education Programs (IEPs) and all records regarding special education and supplemental services; 2. Student health / immunization records; 3. Attendance records; 4. Any testing materials required to be maintained by the school; 5. Student transcripts and report cards; and 6. All other student records. <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination.</p> <p>Document the transfer of records to include:</p> <ol style="list-style-type: none"> 1. The number of general and special education records transferred; 2. Date of transfer; 3. Signature and printed name of the charter school representative releasing the records; and 4. Signature and printed name of the organization who receives the records. | <p>School Lead School Administrator</p> | |
| <p>Within one week after the end of classes</p> | <p>Transfer Testing Materials The school must determine state requirements regarding disposition of state assessment materials stored at the school and return as required.</p> <p>Provide authorizer lead with letter outlining transference of testing materials.</p> | <p>School Lead School Administrator</p> | |
| <p>Within one week after the end of classes</p> | <p>Final Report Card and Student Records Notice The school must ensure that:</p> <ol style="list-style-type: none"> 1. All student records and report cards are complete and up to date; 2. Parents/Guardians are provided with copies of final report cards and notice of where student records will be sent (including specific contact information); and | <p>School Lead School Administrator</p> | |

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| | <p>3. Parents/Guardians receive a reminder letter/post card reminding them of the opportunity to access student records under the Freedom Information Law.</p> <p>Provide authorizer lead with a copy of the notice.</p> | | |
| Location | | | |
| Ongoing until closure is complete | <p>Maintenance of Location and Communication Establish if the school will maintain the current facility for the duration of closing out the school’s business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school’s affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied.</p> <p>The school must immediately inform DCS staff if any change in location or contact information occurs.</p> | School Lead | |
| Assets | | | |
| Ongoing until closure is complete | <p>Insurance In order to protect the school’s assets and any assets in the school that belong to others against theft, misappropriation and deterioration, the school should:</p> <ol style="list-style-type: none"> 1. Maintain existing insurance coverage on assets, including facility and vehicles, until the disposal of such assets in accordance with the closure plan; 2. Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors, bond holders, etc; 3. Obtain or maintain appropriate security services. Action may include moving assets to secure storage after closure or loss of facility. | School Lead School Financial Lead | |
| Prior to the completion of closure protocol | <p>Inventory Assets Inventory school assets, and identify items:</p> <ol style="list-style-type: none"> 1. Loaned from other entities; 2. Encumbered by the terms of a contingent gift, grant or donation, or a security interest; 3. Belonging to the EMO/CMO, if applicable, or other contractors; and 4. Purchased with federal grants (dispose of such assets in accordance with federal regulations). <p>Return assets not belonging to school where appropriate documentation exists. Keep records of assets returned.</p> <p>Provide authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Contracts | | | |
| Within 45 days of DCS’s vote to close the charter school | <p>Notification of Employees and Benefit Providers The school should establish an employee termination date and:</p> | School Financial Lead | |

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|---|--|------------------------------|--|
| | <ol style="list-style-type: none"> 1. Formally notify all employees of termination of employment and/or contracts; 2. Notify benefit providers of pending termination of all employees; 3. Notify all employees and providers of termination of all benefits programs; and 4. Terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including: <ol style="list-style-type: none"> a. Medical, dental, vision plans; b. Life insurance; c. Cafeteria plans; d. 401(k) retirement plans; and e. Pension plans. <p>Consult legal counsel as specific rules and regulations may apply to such programs.</p> <p>Provide authorizer lead with a copy of all documents.</p> | | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>Notification of Management Company/Organization and Termination of Contract</p> <p>Review the management agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. The school must:</p> <ol style="list-style-type: none"> 1. Notify management company/organization of termination of education program by the school's board, providing the last day of classes and absence of summer programs; 2. Provide notice of non-renewal/revocation in accordance with management contract; 3. Request final invoice and accounting, including an accounting of any retained school funds and the status of grant funds; 4. Provide notice that the management company/organization should remove any property lent to the school after the end of classes and request a receipt of such property. <p>Provide a copy of this notification to the authorizer lead.</p> | <p>School Financial Lead</p> | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>Notification of Contractors Agreement</p> <p>The school must formulate a list of all contractors with contracts in effect and:</p> <ol style="list-style-type: none"> 1. Notify them regarding school closure and cessation of operations; 2. Instruct contractors to make arrangements to remove any contractor property from the school by a date certain (copying machines, water coolers, other rented property); 3. Retain records of past contracts as proof of full payment; 4. Maintain telephone, gas, electric, water, insurance; and 5. Terminate contracts for goods and services as of the last date such goods or services will be needed. <p>Provide the authorizer lead with written notification of such.</p> | <p>School Financial Lead</p> | |
| <p>Within 21 days of DCS's vote to close the charter school</p> | <p>List all Creditors and Debtors</p> <p>Formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include:</p> <p>Creditors</p> <ul style="list-style-type: none"> • Contractor to whom the school owes payment; | <p>School Financial Lead</p> | |

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|--|--|--------------------------------|--|
| | <ul style="list-style-type: none"> Lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. <p>Debtors</p> <ul style="list-style-type: none"> Persons who owe the school fees or credits, any lessees or sub-lessees of the school, and any person holding property of the school. | | |
| Within 21 days of DCS's vote to close the charter school | <p>Notification to Creditors Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of debt and reconcile.</p> <p>Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the authorizer lead with a written summary of this activity.</p> | School Financial Lead | |
| Within 21 days of DCS's vote to close the charter school | <p>Reconcile with Daleville Community Schools Reconcile DCS billings and payments. If the school owes DCS money, it should list DCS as a creditor and treat it accordingly.</p> | School Financial Lead | |
| Within 21 days of DCS's vote to close the charter school | <p>Notification to Debtors Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the authorizer lead with a written summary of this activity.</p> | School Financial Lead | |
| Within 45 days of DCS's vote to close the charter school | <p>Vendors The school must:</p> <ol style="list-style-type: none"> Create a vendor list, including food and transportation vendors; and Notify vendors of closure and cancel or non-renew agreements as appropriate. <p>Provide authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Corporate Records | | | |
| Ongoing until closure is complete | <p>Disposition of Corporate Records The school board shall maintain all corporate records related to:</p> <ol style="list-style-type: none"> Loans, bonds, mortgages and other financing; Contracts; Leases; Assets and asset distribution; Grants (records relating to federal grants must be kept in accordance with 34 CFR 80.42); Governance (minutes, bylaws, policies); Employees (background checks, personnel files); Accounting/audit, taxes and tax status, etc.; Employee benefit programs and benefits; and Any other items listed in the closure action plan. <p>The charter school board shall, with final approval reserved by the DCS Staff, determine the location for the permanent storage of records after dissolution.</p> | School Lead Authorizer Lead | |

| FINANCES | | | |
|--|--|--|---------------|
| Completion Date | Description of Required Actions | Responsible Party | Status |
| Financial Records and Filings | | | |
| Within 30 business days of DCS's vote to close the charter school | <p>Secure Financial Records Ensure all financial records are organized, up to date, and maintained in a secure location.</p> | School Financial Lead | |
| One week after the end of classes | <p>U.S. Dept. of Education Filings File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41.</p> | School Financial Lead | |
| Tax Status | | | |
| TBD | <p>IRS 501(c)(3) Status If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following:</p> <ol style="list-style-type: none"> 1. Notify IRS regarding any address change of the school corporation; and 2. File required tax returns and reports. <p>Notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the authorizer lead.</p> | School Lead School Financial Lead | |
| Budget | | | |
| Within 5 business days of DCS's final vote to close the charter school | <p>Review Budget/Establish Use of Reserve Funds</p> <ol style="list-style-type: none"> 1. Review budget to ensure that funds are sufficient to operate the school through the end of the school year, if applicable; 2. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved; 3. Make revisions that take into account closure and associated expenses while prioritizing continuity of instruction; and 4. Identify acceptable use of reserve funds to support the orderly closure of the school. | School Lead | |
| Within 45 business days of DCS's vote to close the charter school and ongoing until complete | <p>Payment of Funds The school should work with the authorizer to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities:</p> <ol style="list-style-type: none"> 1. Retirement systems; 2. Teachers and staff; 3. Employment taxes and federal taxes; 4. Audit preparation; 5. Private creditors; 6. Overpayments from state/district; and 7. Other as identified by authorizer. <p>Provide authorizer lead with a copy of all materials associated with this action.</p> | Authorizer Lead School Financial Lead | |

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| Within 45 days of the end of classes | <p>Expenditure Reporting Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed. Provide authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Disposition | | | |
| Within 45 business days of DCS's vote to close the charter school | <p>Disposition of Property Check with Indiana Department of Education regarding proper procedures for disposition of property purchased with federal funds.</p> | Authorizer Lead School Financial Lead | |
| Within 45 business days of DCS's vote to close the charter school | <p>Disposition of Inventory Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items. Provide the authorizer lead with a copy of all documents.</p> | School Financial Lead | |
| Within 45 business days of DCS's vote to close the charter school | <p>Disposition of Real Property (e.g., facility) (if applicable) Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition.</p> | School Financial Lead | |
| Within 60 days of the end of classes | <p>Property Purchased with Public Charter School Program (PCSP) Funds Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally property purchased with PCSP funds must first be offered to other charter schools within the same region in which the closing school is located. If no school wants the property, an auction must be held to dispose of the PCSP assets. The school must:</p> <ol style="list-style-type: none"> 1. Ensure public notice of the auction is made widely known; 2. Price items at fair market value, as determined from inventory and fixed assets policy; and 3. Determine with the IDOE how to return funds if any remain. <p>Provide the authorizer lead board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.</p> | School Financial Lead | |
| FINAL STEPS | | | |
| Completion Date | Description of Required Actions | Responsible Party | Status |
| Reporting | | | |
| Within 30 days of the end of classes | <p>Itemize Financials Review, prepare and make available the following:</p> <ol style="list-style-type: none"> 1. Fiscal year-end financial statements; 2. Cash analysis; 3. Bank statements for the year, investments, payables, unused checks, petty cash, bank accounts, and payroll reports including taxes; and 4. Most recent audit. <p>Additionally, collect and void all unused checks and destroy all credit and debit cards. Close accounts after transactions have cleared.</p> | School Financial Lead | |

SBOE Exhibit 3

EXHIBIT 6

| | | | |
|--|---|--------------------------------------|--|
| Within 30 days of the end of classes | <p>Payroll Reports The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts. Provide the authorizer lead with copies of all materials.</p> | School Financial Lead | |
| Within 120 days of the end of classes | <p>Prepare Final Financial Statement Retain an independent accountant to prepare a final statement of the status of all contracts and other obligations of the school, and all funds owed to the school, showing:</p> <ol style="list-style-type: none"> 1. All assets and the value and location thereof; 2. Each remaining creditor and amounts owed; 3. Statement that all debts have been collected or that good faith efforts have been made to collect same; and 4. Each remaining debtor and the amounts owed. <p>Provide a copy of the final statement to authorizer lead.</p> | School Financial Lead | |
| Within 120 days of the end of classes | <p>Final Financial Audit Establish a date by which to complete a final close-out audit by an independent firm or state auditor. Provide the authorizer lead with a copy of the final audit.</p> | School Lead School Financial Lead | |
| Within 60 days of the end of the fiscal year | <p>Submit Final Report Submit a final report to DCS detailing completion of the closure plan.</p> | School Lead | |

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RESOLUTION AGREEMENT

This Agreement is entered into this 19th day of June 2019 between Daleville Community School Corporation (“DCS”) and Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School and Indiana Virtual Pathways Academy (the “Foundation”), collectively referred to herein as the “Parties”.

WHEREAS, on July 22, 2015, Daleville Community School Corporation (as “Sponsor”) and Indiana Virtual School (as “Organizer”) entered into a Charter School Agreement (the “IVS Charter Agreement”) wherein Daleville Community School Corporation granted a Charter to Indiana Virtual School for the maintenance and operation of Indiana Virtual School (“IVS”), with a term of July 22, 2015 through August 14, 2020;

WHEREAS, Indiana Virtual Education Foundation, Inc. is the successor entity of Indiana Virtual School and is the Organizer subject to the terms and conditions of the IVS Charter Agreement;

WHEREAS, on August 7, 2017, Daleville Community School Corporation (as “Sponsor”) and Indiana Virtual Education Foundation, Inc. (as “Organizer”) entered into a Charter School Agreement (the “IVPA Charter Agreement”) wherein Daleville Community School Corporation granted a Charter to Indiana Virtual Education Foundation, Inc. for the maintenance and operation of Indiana Virtual Pathways Academy (“IVPA”), with a term of August 7, 2017 through August 14, 2022;

WHEREAS, on February 26, 2019, Daleville Community School Corporation issued Notices of Revocation to IVS and IVPA pursuant to Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement and pursuant to Indiana Code § 20-24-4-3(b) and § 20-24-9-4 (the “Revocation Notices”);

WHEREAS, pursuant to Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement “the Organizer must respond in writing” to the Revocation Notices, the original deadline for which was set as March 19, 2019, and the Daleville Community School Corporation Board of Trustees (“DCS Board”) by vote taken at a public meeting on March 25, 2019 extended the deadline for written response to June 5, 2019;

WHEREAS, pursuant to Indiana Code § 20-24-4-3(b)(3), Daleville Community School Corporation must “provide the organizer with an opportunity to submit documents and give testimony in support of the continuation of the charter school at a proceeding held for that purpose” and this proceeding, originally scheduled for April 1, 2019, was rescheduled to June 19, 2019 by Daleville Community School Corporation Board of Trustees by vote taken at a public meeting on March 25, 2019;

WHEREAS, the Foundation has elected to voluntarily close IVS and IVPA as more fully set forth in this Agreement, which election shall eliminate the necessity of moving forward with the revocation proceedings, including the June 19, 2019 public meeting on the question of revocation of the IVS and IVPA Charters;

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WHEREAS, the Parties hereto desire to memorialize the terms and conditions of their agreement and understanding on the matters set forth herein, which relate to the Charter School Agreements for IVS and IVPA;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **Effective Date.** This Resolution Agreement shall be effective as of the date when all of the following has occurred: (1) each party has executed this Resolution Agreement by the signature of a duly authorized representative; (2) this Resolution Agreement has been approved by the DCS Board; (3) this Resolution Agreement has been approved by the Board of IVS; (4) this Resolution Agreement has been approved by the Board of IVPA; and (5) this Resolution Agreement has been approved by the Board of the Foundation.
2. **No Admission of Liability.** This Agreement does not constitute an admission by any Party hereto that any of its acts or omissions were in violation of any contract or agreement or of any local, state or federal laws, statutes, regulations, ordinances or constitutions or susceptible of inflicting any damages or injuries whatsoever. The Foundation, IVS, and IVPA (hereinafter, collectively, the "Charter Schools") specifically deny the allegations set forth in the Revocation Notices.
3. **Closure of IVS.** The Charter Schools shall cease operations and close IVS, and abide by the terms of the IVS Closure Protocol attached hereto as Exhibit A, as specified herein:
 - a. The Charter Schools shall fully comply and follow all deadlines and other requirements as set forth in the IVS Closure Protocol attached hereto as Exhibit A;
 - b. The Charter Schools shall work with and cooperate with DCS and/or its duly authorized representatives in good faith in effectuating the closure of IVS and with respect to the terms, deadlines, and other requirements of the IVS Closure Protocol and all other related matters;
 - c. IVS shall cease enrolling new students as of the Effective Date of this Agreement. In no event shall any new or returning student be enrolled after September 13, 2019;
 - d. IVS shall cease operations, which shall include student instruction and other related activity, no later than September 30, 2019 as specified:
 - i. Instruction for the 2019 senior cohort may continue up to and including September 30, 2019 and shall cease on or before that date;
 - ii. For all other students, instruction shall cease on or before 90 calendar days after the Effective Date of this Agreement or September 30, 2019, whichever date shall come first;
 - iii. No IVS student shall be included in the ME Report/ADM Count for IVS for the 2019-2020 school year as instruction shall cease no later than September 30, 2019 and will not continue for the entire 2019-2020 school year.
 - e. IVS may, at its election, maintain administrative staff for IVS until 150 calendar days after the Effective Date of this Agreement, for the sole and exclusive purpose of winding up and finalizing administrative tasks related to closure;

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- f. IVS will fully close at such time as IVS administrative staff has completed all reasonably necessary administrative tasks related to the cessation of operations and closure of IVS, which in no event shall be later than 150 days after the Effective Date of this Agreement;
 - g. Upon obtaining written consent from the Indiana State Board of Accounts (“SBOA”), the Charter Schools may maintain past the date of closure a monetary reserve in an amount approved by SBOA, for the sole and exclusive purpose of meeting any and all audit requirements for IVS under the terms of the IVS Charter Agreement and/or applicable law. A separate account for IVS shall be maintained for the purpose of holding these reserve funds. Authorized access to this account shall be limited to the IVS’s Treasurer and all payments or other withdrawals from the account must be pre-approved by the IVS Board before any such payment or withdrawal may be made. In agreeing to this reserve, DCS makes no representations or warranties, implicit or explicit, regarding whether such reserve is permitted by applicable law and only agrees to this reserve to the extent permitted by applicable law.
4. **Closure of IVPA.** The Charter Schools shall cease operations and close IVPA, and abide by the terms of the IVPA Closure Protocol attached hereto as Exhibit B, as specified herein:
- a. The Charter Schools shall fully comply and follow all deadlines and other requirements as set forth in the IVPA Closure Protocol attached hereto as Exhibit B;
 - b. The Charter Schools shall work with and cooperate with DCS and/or its duly authorized representatives in good faith in effectuating the closure of IVPA and with respect to the terms, deadlines, and other requirements of the IVPA Closure Protocol and all other related matters;
 - c. IVPA shall cease enrolling new students as of September 13, 2019 as permitted by Indiana Code § 20-24-5-5(c)(1) and (2). In no event shall any new or returning student be enrolled after September 13, 2019;
 - d. Students from IVS may transfer to IVPA on or before September 13, 2019, but only upon written and signed affirmative consent to transfer by the parent (for students under age 18) or the student (if the student is at least 18 years old) and upon completion of the onboarding process required by Indiana Code § 20-24-5-4.5 (after July 1, 2019);
 - e. Enrollment and/or transfer of certain 7th and 8th grade students formerly enrolled in IVS shall be permitted, subject to Section 6.1 of the IVPA Charter Agreement. Only IVS students that were enrolled and actively engaged in IVS 6th grade or 7th grade as of the last day of the IVS 2018-2019 school year will be permitted to transfer and/or enroll in IVPA as a 7th or 8th grade student. “Actively engaged” shall mean enrolled in at least one 6th or 7th grade course and completed at least one course assignment in the thirty (30) calendar days before the last day of the IVS 2018-2019 school year. No other 7th or 8th grade student may be enrolled in IVPA. 7th and 8th grade students transferring or enrolling from IVS are subject to the terms of Section 4(d) above.

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- f. IVPA will purge its student rolls of all students who are non-compliant with IVPA's engagement policy no later than September 13, 2019. IVPA will, at a minimum, (1) ensure accuracy of non-compliance designation by checking the LMS and SIS; (2) ensuring that each of the required text, email, and letter communications have been sent to the address of record and/or any other known contact information (alternative address, telephone number(s), and/or email address(es)); and (3) ensuring good faith, appropriate efforts were made to contact the student and parent (if student under age 18) via telephone, email, or via other known contact information. If an IVPA student has not completed any assignment in any course in the past thirty (30) calendar days and cannot be contacted after a good faith effort lasting no more than ten (10) calendar days, then the student shall be removed from the student rolls and shall not be included in the ME Report/ADM Count for the 2019-2020 school year.
 - g. IVPA shall cease operations, which shall include student instruction and other related activity, no later than June 30, 2020;
 - h. The Charter Schools may, at its election, maintain administrative staff for IVPA until August 29, 2020, for the sole and exclusive purpose of winding up and finalizing administrative tasks related to closure;
 - i. IVPA will fully close at such time as IVPA administrative staff has completed all reasonably necessary administrative tasks related to the cessation of operations and closure of IVPA, which in no event shall be later than August 29, 2020;
 - j. Upon obtaining written consent from the Indiana State Board of Accounts ("SBOA"), the Charter Schools may maintain past the date of closure a monetary reserve in an amount approved by SBOA, for the sole and exclusive purpose of meeting any and all audit requirements for IVPA under the terms of the IVPA Charter Agreement and/or applicable law. A separate account for IVPA shall be maintained for the purpose of holding these reserve funds. Authorized access to this account shall be limited to the IVPA's Treasurer and all payments or other withdrawals from the account must be pre-approved by the IVPA Board before any such payment or withdrawal may be made. In agreeing to this reserve, DCS makes no representations or warranties, implicit or explicit, regarding whether such reserve is permitted by applicable law and only agrees to this reserve to the extent permitted by applicable law.
 - k. The Foundation will be dissolved as a corporate entity upon the earlier of (1) IVPA is approved as a 501(c)(3) organization by the IRS, or (2) when IVPA ceases operations and closes. The Charter Schools shall, accordingly, comply with Paragraph 3.4 of the IVS Charter Agreement and Paragraph 3.4 of the IVPA Charter Agreement.
5. **Amendment of the Charter School Agreements.** The Parties hereby amend the IVS Charter Agreement and the IVPA Charter Agreement contemporaneously with the execution of this Resolution Agreement, pursuant to Sections 4.1 and 16.5 of the IVS Charter Agreement and Section 16.5 of the IVPA Charter Agreement, in the form attached hereto as Exhibit C and Exhibit D.

6. **Withdrawal of the Revocation Notices and Suspension of Revocation Proceedings.** DCS agrees that it shall withdraw the Revocation Notices by vote of the DCS Board within seven (7) calendar days of the Effective Date of this Resolution Agreement. DCS agrees and acknowledges that by entering into this Resolution Agreement it is waiving the requirement in Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement for a written response to the Revocation Notices by the Charter Schools and that the Charter Schools shall not be required to provide a written response to the Revocation Notices. The Charter Schools agree and acknowledge that DCS provided the Charter Schools with an opportunity to submit documents and give testimony in support of the continuation of the charter schools at a proceeding held for that purpose and that by entering into this Resolution Agreement, the Charter Schools are knowingly waiving their right to such a proceeding in relation to the Revocation Notices. Notwithstanding anything contained herein, the Parties agree that the disposition of the Charters for IVS and IVPA granted by DCS under the IVS Charter Agreement and the IVPA Charter Agreement shall be deemed a termination for the purposes of Indiana Code § 20-24-4-1.5.

7. **Cooperation and Relationship Pending Closure.** The Parties agree to work together in good faith to implement the Closure Protocols (Exhibits A and B) and, until the closure date of each respective school, with respect to the operation and maintenance of IVS and IVPA. The Charter Schools further agree as follows:
 - a. IVPA will fully implement the IVPA “2017 Proposal to Charter” for the 2019-2020 school year beginning with the first instruction day of the school calendar year, including but not limited to:
 - i. Student/teacher ratio for IVPA shall be no more than 250:1 at all times until closure of IVPA and IVPA shall work in good faith to obtain a student/teacher ratio lower than 250:1. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report for each IVPA course as of the first calendar day of that month, which shall include course name and number, teacher name, and name and student identification number for each student enrolled in that course. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report that shows the total number of students enrolled in courses taught by each IVPA teacher as of the first calendar day of that month. Enrollment in IVS and/or IVPA shall be capped if student/teacher ratio goes above 250:1 at any point. A student that is not actively engaged in the course under the terms of IVPA’s engagement policy, or who has not completed an assignment in the course during the last thirty (30) days, should be withdrawn from the course.
 - ii. IVPA shall make a good faith effort to offer internship opportunities for high school juniors and seniors. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all high school juniors and seniors assigned to an internship as of the first calendar day of that month, including but not limited to student name, student identification number, internship placement name and address, and how many days per week the student attends the assigned internship.
 - iii. IVPA instructors shall make a good faith effort to individually communicate via telephone, email, or text message with each student and parents (of

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- students under age 18) at least once per month. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all telephone, email, and/or text message communications and attempted communications between IVPA instructors and students and/or parents (of students under age 18) for the prior month, including but not limited to student name, student identification number, parent name(s) (if student is under age 18), instructor name, date and time of communication, method of communication, duration of communication, and general topic of communication.
- iv. Each IVPA teacher shall make a good faith effort to regularly conduct discussion-based assessment with his or her students, which shall occur at specific intervals in a course and shall be included in the assessment component of each course. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all discussion-based assessments performed by IVPA teachers in the prior month, including but not limited to student name, student identification number, teacher name, course name and number, and date of discussion-based assessment.
 - v. IVPA will ensure that each IVPA student has a written individual plan that charts what the student has accomplished, what courses the student needs to take to meet student goals, and available internship and/or training opportunities for the student with the goal of graduation and post-graduation employment or further education. A copy of each student's individual plan will be given to the student no later than October 15, 2019 and updated and given to the student again no later than January 1, 2020. DCS shall have the right to inspect any and/or all individual student plans upon written request. Upon such request, IVPA shall provide DCS with access to all requested individual plans, either on-site, off-site, or by providing a copy, no more than seven calendar days after the request is made by DCS.
 - vi. IVPA shall promptly initiate interventions for each student that fails to log in to the LMS, complete assignments, maintain appropriate course pace, and/or disengages with the student's success coach. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report showing all Tier 1 Academics, Tier 2 Academics, and Tier 3 Academics students (as defined in the 2017 IVPA Proposal to Charter, page 12 "Interventions") for the prior month and all relevant interventions implemented for each listed student. In addition, for each Tier 2 student, the report shall include specific individual or small group interventions and, for each Tier 3 student, the report shall include the specific, custom-designed individual instruction that the student received. The report shall include student name, student identification number, a brief description of each intervention of the student, the date of each such intervention, and the name(s) of the IVPA employee that implemented each intervention.
- b. No later than July 1, 2019, the Charter Schools shall provide DCS with unrestricted access to Invision such that DCS is able to view data on all teachers, students, and courses.

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- c. No later than July 1, 2019, the Charter Schools shall provide DCS with unrestricted access to Edmentum, Buzz, Plato, and/or any and all other LMS used by the Charter Schools such that DCS is able to view data on all teachers, students, and courses.
- d. Each student enrolled in IVPA shall complete an annual onboarding process approved by DCS, and in compliance with Indiana Code § 20-24-5-4.5 (effective July 1, 2019). No later than July 1, 2019, the Charter Schools shall provide DCS with a proposed onboarding process for IVPA for approval by DCS or further discussion and revision as may be warranted. The proposed onboarding process must include a requirement that a parent (of a student under age 18) or student (that is at least 18 years old) must complete and sign an affirmative written consent to enroll or remain enrolled in IVPA no later than September 13, 2019 and any student for which such affirmative written consent is not obtained shall be removed from the student rolls and shall not be included in the ME Report/ADM Count. No later than September 20, 2019, the Charter Schools shall provide DCS with written verification and documentation that all students enrolled in IVPA completed the onboarding process no later than September 13, 2019. IVPA shall fully cooperate with DCS in good faith to facilitate review and monitoring of IVPA compliance with Indiana Code § 20-24-5-4.5.
- e. No later than September 20, 2019, the Charter Schools shall provide DCS with verification and documentation that all students included in the ME Report for Period 1 for IVPA were actively engaged as of ME count day. "Actively engaged" shall mean that the student has completed at least one assignment in each class in which the student is enrolled during the one-week period immediately before ME Report/ADM Count Day. IVPA will provide DCS with a copy of its engagement policy no later than July 1, 2019 and will promptly provide DCS with a copy of any amendments, revisions, or other changes to the IVPA engagement policy.
- f. No later than September 20, 2019, the Charter School shall provide DCS with all known contact information for each student enrolled in IVS and/or IVPA, including but not limited to student name, student identification number, address, telephone number(s), and email address(es). If all such contact information is contained in Invision and the Charter Schools grant DCS unrestricted access to Invision as set forth in subsection (b) above, this access shall satisfy the requirement of this subsection.
- g. At least two weeks prior to each state testing date, the Charter Schools shall provide DCS with copies of all state testing schedules and shall provide written information identifying all examiners and proctors, all sessions, and each student expected to sit for each test. At least two weeks prior to each state testing date, the Charter Schools shall provide DCS copies of all testing accommodations for students entitled to testing accommodations under special education laws (IDEA/Article 7) and/or Section 504.
- h. No later than October 1, 2019, the Charter Schools shall provide DCS with written verification that the Charter Schools in full compliance with all applicable special education laws (IDEA/Article 7 and Section 504) for each student enrolled in IVPA, including but not limited to up-to-date Individual Education Programs (IEPs) and/or Section 504 Plan for each student qualified for special education or Section 504 accommodations, verification that each student's IEP and/or Section

504 Plan is being fully implemented, and verification that each student qualified for an IEP and/or Section 504 has had an annual and/or move-in case conference and/or Section 504 meeting within the past calendar year. The Charter Schools shall grant DCS unrestricted access to its special education/Section 504 files for each qualified student upon written request by DCS and within no more than seven calendar days after such written request is made by DCS.

- i. Within three calendar days after the Effective Date, the Charter Schools shall deliver to DCS a copy of the IVS and IVPA master school year calendars for the 2018-2019 school year and the 2019-2020 school year.
- j. The Charter Schools shall comply with any written request by DCS for data, information, and or documents related to the maintenance and operation of IVS and/or IVPA, the closure protocols, and/or compliance by the Charter Schools with applicable law no later than seven calendar days after such request is made.
- k. The Charter Schools shall participate in in-person and/or telephonic meetings at the request of DCS upon 48 hour written notice of any such meeting, or sooner upon mutual agreement of the Parties. DCS shall act in good faith to schedule such meetings at a time and place convenient for all participants.

8. **Remedies for Failure to Abide By Terms and Conditions of the Charter School Agreements, the Resolution Agreement, and/or Applicable Law.** In the event that either Party fails to comply with any term or condition of this Resolution Agreement, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that the following remedies will apply:

- a. In the event any Party fails to comply with any term or condition of this Resolution Agreement, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that the other Party(ies) shall provide written notice of the alleged non-compliance and provide seven (7) calendar days for the non-complying party to cure or otherwise remedy the identified issue. In the event that the non-complying party fails to sufficiently cure or otherwise remedy the identified problem, the other Part(ies) may seek injunctive or declaratory judgment (pursuant to Section 13 below) as may be permitted by applicable law (which shall not limit remedies available for breach by DCS of the terms and conditions of Paragraph 9 below). The Charter Schools acknowledge that the notice requirements of Indiana Code § 34-13-3.5 applies to any action brought against DCS under the laws of the United States and/or the State of Indiana.
- b. In the event the Foundation, IVS, and/or IVPA fails to comply with any term or condition of this Resolution Agreement and the breach is not timely cured, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that DCS may issue a revocation notice pursuant to Section 14.5 of the IVS Charter Agreement or Section 14.5 of the IVPA Charter Agreement, and pursuant to Indiana Code § 20-24-4-3(b) and § 20-24-9-4. In the event that DCS does issue such revocation notice, the Charter Schools shall be given no more than 15 business days to submit a written response to the revocation notice (i.e. no extensions shall be given), a public meeting pursuant to Indiana Code § 20-24-4-3(b)(3) shall be held no later than 30 calendar days after the date of the revocation notice (i.e. no extensions shall be given), and the DCS Board shall vote on the

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question of revocation no later than 30 days after DCS received the Charter Schools' written response or after a reasonable period for deliberation if no written response is received.

- c. Nothing contained herein shall limit the remedies available under the terms and conditions of the IVS Charter Agreement or the IVPA Charter Agreement.

9. **Repayment of Overpayments.** The Parties agree that, over time, the Charter Schools have overpaid DCS for payments due under Section 2.3 of the IVS Charter Agreement and Section 2.3 of the IVPA Charter Agreement, resulting in an overpayment to DCS in the amount of \$545,061.85 for IVS and \$99,208.94 for IVPA. The Parties agree that DCS shall repay these overpayments to the Charter Schools as follows:

- a. DCS shall make payment of \$545,061.85 for overpayment for IVS, payable to Indiana Virtual Education Foundation, Inc., no later than 90 days after the Effective Date of this Agreement or September 30, 2019, whichever comes first.
- b. Beginning with the first monthly payment due to DCS pursuant to Section 2.3 of the IVPA Charter Agreement after the Effective Date of this Agreement, IVPA will withhold payment of each month's 3% administrative fee until IVPA has been fully reimbursed for the overpayment. By the 25th day of each month, IVPA will provide DCS with a monthly statement containing, the following entries for IVPA: (1) the month/year of the administrative fee calculation; (2) IVPA's basic tuition support received; (3) the authorizer fee calculation (3% of the basic tuition support); and (4) the running balance of the total authorizer fee remaining owed after crediting the amount owed. In the event that DCS has not fully reimbursed the Charter Schools for the overpayment for IVPA by May 15, 2020, IVPA shall issue a statement to DCS in the form set forth above no later than May 30, 2020, and DCS shall make payment in the remaining amount due, payable to Indiana Virtual Education Foundation, Inc., no later than June 15, 2020.

10. **Entire Agreement.** This Agreement and the Charter School Agreements, as amended, constitute the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous oral and written agreements and understandings of any kind between the parties to this Agreement. The Parties also understand and agree that in the event that any provision of this Agreement is deemed to be invalid or unenforceable by any Court or administrative agency of competent jurisdiction, the Agreement shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, predecessors, affiliates, successors, assigns, officers, attorneys, agents or representatives.

12. **Opportunity for Review by Counsel.** All Parties hereby specifically acknowledge that they have read and understand this Agreement, that all Parties have had the opportunity to review this Agreement with counsel, if desired, and that all Parties have voluntarily entered

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into this Agreement with full knowledge of its terms and conditions and such terms and conditions are binding upon the Parties hereto.

13. **Jurisdiction.** Any dispute between the Parties relating to or arising out of this Agreement or obligations under it shall be submitted for resolution exclusively to the Delaware County, Indiana Circuit or Superior Court. Indiana law shall govern this Agreement.
14. **Amendments.** No amendments or variations of the terms of this Agreement shall be made without the express written consent of all Parties to this Agreement.
15. **Counterparts.** This Agreement may be executed in counterparts and signed by the Parties hereto on separate originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the dates noted below:

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual Pathways Academy

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

Indiana Virtual Education Foundation, Inc.

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

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Daleville Community School Corporation

By: _____

Diane Evans

President of the Daleville Community School Corporation Board of Trustees

Date: _____

and

By: _____

Vickie Rees

Secretary of the Daleville Community School Corporation Board of Trustees

Date: _____