

**CHARTER SCHOOL AGREEMENT
(Non-Virtual)**

issued by

BALL STATE UNIVERSITY

to

«Legal_Name_of_Entity_Signing_Contract»

for the

Establishment and Operation

of a

PUBLIC CHARTER SCHOOL

named

«School_Name»

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CHARTER

This Charter School Agreement (“Charter”) is entered into as of the Effective Date, hereinafter defined, between Ball State University (the “University”), as Authorizer, and «Legal_Name_of_Entity_Signing_Contract», an Indiana non-profit corporation (the “Organizer”) for the establishment and operation of a public charter school under Indiana Code (“IC”) Title 20, Article 24. In addition to those terms specifically defined elsewhere in this Charter, the following terms shall have the meanings set forth below whenever the initial letter of the word or words in such term is capitalized:

Article I. Definitions

- 1.01 Statutory terms defined in the Charter Schools Law shall have the same meaning in this Agreement.
- 1.02 “Accountability Framework” means the detailed process the University will use to measure the success of each charter school authorized by the University over the term of the charter school’s charter and any renewal term(s) thereof. The Accountability Framework delineates the methods the University will employ in holding the Organizer accountable for educational achievement, financial status, and for organizational compliance with all other terms and conditions of this Charter and all Applicable Law.
- 1.03 “Applicable Law” means all federal, state and local laws and regulations and all provisions of the United States Constitution and the Constitution of the state of Indiana now or in the future applicable to Indiana charter schools.
- 1.04 “Charter” means this charter contract, including all Schedules and other documents incorporated by reference herein.
- 1.05 “Charter School” or “School” means the public charter school to be known as «School_Name» which the Organizer is authorized to establish and operate subject to the terms and conditions of this Charter.
- 1.06 “Charter Schools Law” means Indiana Code (“IC”) Title 20, Article 24, as it may be amended, restated, or recodified from time to time.
- 1.07 “Continuous Improvement Plan” means the plan developed by the Organizer and approved by the University and updated on an annual basis in accordance with the Accountability Framework. It consists of an update of the academic, non-academic and organizational goals of the Charter School from those contained in the Proposal or adopted by the Organization in the immediately preceding year, as well as the Organizer’s reasonably specific plan to achieve those goals.
- 1.08 “Department of Education” means the Indiana Department of Education established by IC 20-19-2-2.

- 1.09 “Educational Service Provider” or “ESP” means a service provider that manages or operates the Charter School or provides administrative, managerial or instructional staff or services to the Organizer for the Charter School.
- 1.10 “ISTEP” means Indiana Statewide Testing for Educational Progress tests established under IC 20-32-5-1 et seq.
- 1.11 “Master Calendar” means the Master Calendar of Reporting Requirements developed and administered by the University’s Office of Charter Schools setting forth a reporting timeline for certain financial, administrative, facility, and educational information relating to the School.
- 1.12 “Office of Charter Schools” or “OCS” means the Office of Charter Schools at Ball State University, which has been delegated the responsibility to serve as the initial point of contact for public charter school organizers for Ball State University.
- 1.13 “Proposal” or “Proposal to Charter” means the proposal submitted by the Organizer to the University, and any and all amendments thereto, as finally approved by the OCS on «Charter_Approval_Date».
- 1.14 “Start-Up Protocol” means all of the actions that must be taken before instruction is provided to any student, as published by OCS on its web site from time to time.
- 1.15 “University Board” means the Board of Trustees of Ball State University.
- 1.16 “University Charter Schools Hearing Panel” means the body appointed by the University to conduct a hearing in a case involving the non-renewal or revocation of a Charter in accordance with the provisions of Section 18.04.
- 1.17 “University Charter School Policy(ies)” means the policies adopted, and as amended, by the University concerning its authorization of charter schools.

Article II. Grant of Charter; Legal Status

- 2.01 Grant. The University, having reviewed and approved the Proposal submitted by the Organizer, grants this Charter to the Organizer to establish and operate the Charter School on the terms and conditions stated herein, and shall serve as the authorizer of said Charter School.
- 2.02 Oversight by University. The University shall exercise all oversight responsibilities as set forth in this Charter and under Applicable Law. Except as otherwise provided in this Charter, the Executive Director of OCS shall be responsible for implementing and managing the University’s responsibilities under this Charter and Applicable Law.
- 2.03 Legal Status. The Charter School shall be an Indiana public school as defined in IC 20-18-2-15 and a charter school as that term is defined in IC 20-24-1-4 and shall be subject to all applicable federal and state laws, in addition to any and all policies adopted by the University or OCS as to charter schools authorized by the University. This Charter

confers upon the Charter School the rights, franchises, privileges, and obligations of a charter school in the state of Indiana in accordance with the Charter Schools Law and the terms and conditions of this Charter.

- 2.04 Tax Exempt Status. The Organizer is a non-profit corporation organized under the laws of the state of Indiana, and has obtained, or has applied for, a determination by the Internal Revenue Service (“IRS”) that it is an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. If, ten (10) days before the scheduled opening of the Charter School, the Organizer has not obtained a determination that it is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, the Organizer shall update OCS in writing as to the status of the application and, subsequently, shall promptly provide to the University copies of any correspondence received from the Internal Revenue Service or submitted by the Organizer to the Internal Revenue Service as to the Organizer’s tax exemption application, and, until approval is granted, the Organizer shall give OCS an update on or before the anniversary of the opening of the Charter School. If the Organizer is ultimately denied tax-exempt status, or the Organizer’s tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or the not-for-profit status of the Organizer is questioned, modified, or revoked by the State of Indiana, the Organizer shall promptly inform OCS.

Article III. School Opening

- 3.01 Commencement of Operations and Start-Up Protocol. The Charter School shall begin school operations by August 1, «Commencement_of_Operations» and shall have students in attendance at the Charter School by the day after Labor Day in the same year. Compliance with this Section 3.01 is a condition precedent to the effectiveness and enforceability of this Charter. The University may declare this Charter void if the Organizer does not fully comply with this provision by the dates specified herein.
- 3.02 Preconditions to Opening. Notwithstanding any other provision of this Article III, the Organizer shall not provide instruction to any student attending the Charter School until:
- (a) The Organizer issues a written statement to the Executive Director of the OCS, attesting to the Organizer’s completion, in a timely manner, of all of the requirements set forth in the Start-Up Protocol that must be taken before instruction is provided to any student, and
 - (b) Each of the elements of the Start-Up Protocol shall be completed within the time periods set forth in the Start-Up Protocol during the calendar year in which the opening of the Charter School is scheduled to occur.
 - (c) The Executive Director of the OCS shall have confirmed in writing the completion of all of the requirements set forth in the Start-Up Protocol.
 - (d) Failure to substantially complete any one of requirements set forth in the Start-Up Protocol in a timely manner will be grounds for revocation pursuant to Article 18. Completion of all of the requirements set forth in the Start-Up Protocol prior to the date specified above for the Charter School to have students in attendance is a condition precedent to the effectiveness and enforceability of this Charter. The requirements set

forth in the Start-Up Protocol are in addition to any other conditions set forth in the Charter.

Article IV. Mission; Organizational Structure and Governance Plan

- 4.01 Mission. The Charter School shall be operated in a manner consistent with its mission and purpose, as set forth in Schedule 1.
- 4.02 Board of Directors to Operate. The Board of Directors and the officers of the Organizer, the members and officers of any other governing body designated by the Organizer to operate the Charter School, and the chief administrator of the Charter School shall be jointly responsible for the proper operation of the Charter School and shall each be accountable to the University for compliance by the Organizer and the Charter School with the Charter, University Charter School Policies and all Applicable Law.
- 4.03 Criminal Background Checks on Board Members. The Organizer shall comply with Applicable Law and University Charter School Policies with regard to criminal background checks for existing and prospective members of its Board of Directors and any other governing body of the Charter School. At a minimum, the Organizer shall perform an Expanded Criminal History Check, as that term is defined in IC 20-26-2-1.5, for each member of the Organizer's Board within 60 days after the effective date of this Charter, after obtaining any necessary consents, and shall provide the results of such checks to the Office of Charter Schools. At least fourteen (14) days prior to adding any new board member, the Organizer shall conduct an Expanded Criminal History Check of such person after obtaining any necessary consents. Any person who has been convicted of any offense described in IC 20-26-5-11, a crime substantially the same as a crime listed in IC 20-26-5-11, or any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud or other charge identified in OCS policies shall be prohibited from serving as a member of the Organizer's board of directors unless such prohibition is expressly waived in writing by the Executive Director of OCS.
- 4.04 Articles of Incorporation; Bylaws. The Organizer's constitution, charter, articles, or similar governance document must contain a clause providing for distribution of the Organizer's funds and assets in accordance with Section 18.06 upon dissolution of the Organizer. This provision of the Governance Document shall not be deleted or modified by the Organizer. Neither the Articles of Incorporation nor Bylaws of the Organizer nor any other governance document of the Organizer shall contain any provision for distribution of assets which is contrary to Section 18.06. A certified copy of the Organizer's Articles of Incorporation is attached as Schedule 2, and a certified copy of the Bylaws of the Organizer are attached as Schedule 3. If the Organizer operates under a name different than its legal name, the Organizer shall file a Certificate of Assumed Name with the Indiana Secretary of State and shall present proof of such filing with OCS, and it shall also be attached at Schedule 2.
- 4.05 Conflict of Interest Policy. In accordance with the Pre-Opening Requirements, the Organizer shall adopt a Conflict of Interest policy that complies with the University's Policy Regarding Conflict of Interest and, upon adoption and approval of such policy by

the Organizer's board, the policy shall be attached to this Charter as Schedule 4. Before acting in any situation involving a conflict of interest, the Organizer shall inform OCS in writing of the conflict of interest and, after taking board action on the item as to which there is a conflict of interest, shall notify OCS in writing. In the event that the transaction involving a conflict of interest is a loan, a sale of real property, a lease of real property, or another transaction reasonably likely to involve the payment by the Organizer of at least \$10,000.00, the Organizer's Board of Directors must before taking action document to OCS that the Board performed reasonable due diligence to confirm that the terms of the proposed loan, sale, lease, or other transaction are fair and reasonable. In addition, in no event shall any person be appointed or serve as a member of the Board of Directors of the Organizer if the individual's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse, or same-sex partner:

- (a) Is employed by the Charter School;
- (b) Works at or is assigned to the Charter School; or
- (c) Has an ownership, policymaking, managerial, administrative non-clerical, or other significant role with the Charter School's ESP.

4.06 Management Structure. The management structure of the Charter School shall be as described in Schedule 5. Administrative personnel responsible for serving as liaisons for the Organizer and/or the Charter School with the public and the University, whether employed by Organizer or by an ESP, shall maintain offices in the state of Indiana, and said offices shall be located in the Charter School or within a one (1) mile radius of the Charter School.

4.07 Education Service Provider.

- (a) The Organizer may enter into a management agreement with an Education Management Organization or Education Service Provider ("ESP") to subcontract administrative, managerial or educational services only if the Organizer first complies with all applicable University Charter School Policies and this Charter. The Organizer must provide evidence satisfactory to the University that the Organizer has performed sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services, and managerial experience to provide the contracted services and to support a finding that the ESP agreement will be in the best financial and educational interests of the Charter School.
- (b) The Organizer must submit to the Executive Director of the OCS copies of any proposed agreement with an ESP or amendment or restatement to an agreement with an ESP for review and approval by the University prior to execution, as specified in University Charter School Policies, and it shall not enter into any such agreement that is disapproved by the University.
- (c) Any management agreement with an ESP must comply with the University's Policy as to Contracts with Education Service Providers and, in addition, contain language, in form

satisfactory to the University, requiring the ESP to indemnify and hold the University, its trustees, officers, employees, agents and representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damages, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with acts or omissions of the ESP in connection with the Charter School's operations or which are incurred as a result of the reliance by the University or any of its trustees, officers, employees, agents or representatives upon information supplied directly or indirectly by the ESP.

- (d) Any contract between the Organizer or the Charter School and an ESP must require the ESP to agree to, and comply with, the terms and conditions set forth in this Charter. The provisions of this Charter shall supersede any contrary or competing provisions contained in the contract between the Organizer or the Charter School and the ESP. Further, the contract between the Organizer or the Charter School and the ESP shall include a paragraph incorporating by reference this Charter and specifically stating that the terms of this Charter supersede any contrary provisions in that agreement.
- (e) If the Organizer desires to enter into or amend or restate a loan agreement or a lease agreement with the ESP retained by the Organizer or any organization controlling, controlled by, under common control with, or other affiliated with the Organizer (including any contractual arrangement by which the third party serves as the exclusive or primary lender or property owner for schools who contract with the ESP) (any such entity, an "ESP Affiliate"), before entering into such agreement, the Organizer shall perform reasonable due diligence to confirm that the financial and other terms of the agreement are reasonable and shall document such efforts to the Executive Director of OCS.
- (f) Once the Organizer has submitted and obtained approval for an ESP agreement and any other agreement with the ESP or an ESP Affiliate, a copy of such fully executed agreement(s) shall be attached to this Charter at Schedule 6.

Article V. Education Program and Student Evaluation.

- 5.01 Curriculum and Instructional Methods. The Charter School shall implement and follow the curriculum and instructional methods identified in Schedule 7.
- 5.02 Methods of Pupil Assessment. The Charter School shall evaluate pupils' work based on the assessment strategies required by Indiana law and those additional measures, if any, identified in Schedule 8 or by utilizing assessment methods required by the OCS from time to time.
- 5.03 Promotion and Graduation Policies. The Charter School shall develop as part of the Start-Up Protocol policies and procedures as to promotion and graduation, and, once approved by OCS, such policies and procedures shall be attached to this Charter as Schedule 9.

5.04 Admission Policies and Criteria. The Organizer shall not establish admission policies or limit student admissions in any manner not expressly permitted by IC 20-24-5-1 et seq. (which, as of the date hereof, permits preference to be given to (i) a student who attended the Charter School in the previous year, (ii) a student who attended a charter school during a school year may attend the Charter School if held by the same organizer in subsequent years; (iii) the siblings of a student who attends the Charter School, and (iv) preschool students who attend a Level 3 or Level 4 Paths to QUALITY program (as defined in IC 12-17.2-3.8-1) preschool to attend kindergarten at the Charter School if the Charter School and the preschool provider have entered into an agreement to share services or facilities.). In addition, the Charter School may give enrollment preference to children of the charter School's founders, governing body members, and Charter School employees, as long as the enrollment preference under this subsection is not given to more than ten percent (10%) of the Charter School's total population. Subject to the provisions of this Section 5.04, the Organizer shall implement the admission policies set forth in Schedule 10. Except as specified in the immediately following sentence, in no event may the Organizer by policy or by practice discriminate on the basis of race, disability, gender, religion, national origin, ancestry, or color. Notwithstanding the foregoing, to the extent stated in the Application, the Organizer may operate the Charter School as a single-gender school in accordance with IC 20-24-5-4(b), provided that the Organizer in doing so complies with regulations promulgated under Title IX by the U.S. Department of Education as to single-gender classes or schools (for additional information, see <http://www2.ed.gov/about/offices/list/ocr/t9-guidelines-ss.html>). If the Organizer receives applications for enrollment greater than the number of available positions for a particular grade (based on the number of slots allocated to such grade by the Organizer as provided in Section 5.08), the Organizer, after applying the preferences permitted under IC 20-24-5-5, shall conduct a lottery in which every applicant is given an equal chance of admission. Such lottery shall be conducted at an advertised public meeting by an independent third party, upon at least ten (10) days' prior written notice to the Executive Director of the OCS. The lottery shall not be conducted until the advertised application process has been open to the public for at least three (3) weeks. The Executive Director of the OCS or the Executive Director's designated representative may attend the meeting at which the drawing is conducted. A waiting list shall also be created at this public drawing. Applications received after the drawing shall be added to the end of the waiting list in the order received. Under no circumstances may a child or parent be given any money or tangible personal property by reason of enrolling in the Charter School other than school supplies and services provided to all students on such grades of the Charter School.

5.05 Tuition and Out of State Students. The Charter School may not charge tuition to any student; provided, however, the Charter School may charge reasonable fees, to the extent permitted by law, for textbooks, instructional materials, summer school programs, before-school and after-school programs, preschool programs, and student activities. No portion of a kindergarten program, whether full-day or half-day, shall be deemed a "preschool" program for purposes of charging tuition under this Section 5.05 if the student's age and birthday meet the eligibility requirements for enrollment in kindergarten under Indiana law. Additionally, except for a foreign exchange student who is not a United States citizen, the Charter School shall not enroll a student who is not a resident of Indiana.

- 5.06 School Calendar and School Day Schedule. The Organizer shall operate the School for at least «M_of_days» school days per school year and for «hours_per_week» hours per week. Notwithstanding the foregoing, subject to this Section, the Organizer may reduce the number of days of attendance by up to five (5) school days if school days are cancelled by reason of weather conditions or other emergency conditions, and the Organizer may have early dismissals to an extent reasonable. In any case, the total number of days or hours of instruction for the school year shall not be reduced below the minimum days or hours of instruction required by law for Indiana non-charter public schools.
- 5.07 Student Records. The Organizer shall maintain all student records using a system that is reasonably acceptable to both the University and the Organizer and under a policy that is developed and submitted as part of the Start-Up Protocol. Once approved, such policy shall be attached to this Charter as Schedule 11. The Organizer shall assign student identification numbers in connection with administration of the ISTEP test and in connection with meeting other applicable Indiana data reporting requirements. The Organizer shall follow procedures established by the Indiana Department of Education for the issuance and keeping of student identification numbers.
- 5.08 Enrollment and Grade Range of Pupils. The Charter School shall enroll students only in grades «Maximum_Grade_Range» and shall not enroll more than «Total_Authorized_Enrollment» students in the aggregate. Any deviation from these limits must be approved in advance by the Executive Director of OCS. Any yearly increase in student enrollment shall be subject to the Charter School making sufficient progress toward academic, financial, and organizational performance standards as set forth in the BSU Academic, Financial and Organizational Performance Frameworks. Under no circumstances shall the total number of students per year exceed the number set forth in the Proposal dated «Charter_Proposal_Date». Within these limits, the Organizer may enroll or choose not to enroll students in any grade and may allocate such number of students as the Organizer see fit, but in no event may the Organizer enroll students beyond the specified number of students or enroll students beyond the grades specified in this Section 5.08 without first obtaining approval from OCS of an amendment to changes these limits.
- 5.09 Desegregation Order. The Charter School shall implement and follow any applicable desegregation order.
- 5.10 Non-Religious and Non-Sectarian School. The Charter School shall be operated in a manner that is nonsectarian and nonreligious. The Organizer and the Charter School shall comply with all state and federal laws and constitutional provisions applicable to public schools concerning church-state issues. Nothing in this Section 5.10 shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief. In addition, in the event that the Charter School leases or otherwise regularly uses in connection with the operation of the Charter School a facility of a religious organization, the Charter School shall comply with all elements of the OCS's Policy on Leasing from a Religious Organization.

- 5.11 Supplemental Programs. The Charter School shall offer the supplemental programs described in Schedule 12.
- 5.12 Special Populations. The Charter School shall offer the plans and programs described in Schedule 13 as to Special Populations and At-Risk Students.
- 5.13 Parent and Community Involvement. The Organizer and the Charter School shall follow the methods of promoting parent and community involvement described in Schedule 14. Furthermore, in order to facilitate community involvement with the Charter School, the Organizer shall list the dates, times, and locations of any upcoming meetings of the board of the Organizer on the Organizer's web site, if any, and shall notify parents of the dates, time, and location of such meetings in advance using the same methods of communications generally used by the Charter School to communicate with parents of students. Also, the Organizer shall make available on its web site, if any, the minutes of the three (3) most recent meetings of the board for which minutes have been approved and shall contain a notice that minutes of prior meetings are available upon request.
- 5.14 Third Grade Reading Plan. As part of the Start-Up Protocol, the Organizer shall create and submit to OCS a Third Grade Reading Plan that meets all applicable Legal Requirements and the Ball State Office of Charter Schools Elementary School Reading Policy. Once developed and approved by OCS, such policy shall be attached to this Charter as Schedule 15.

Article VI. Staff Responsibilities and Personnel Plan

- 6.01 Staff Responsibilities. The responsibilities of the staff of the Charter School shall be as set forth in Schedule 16.
- 6.02 Criminal History Checks. The Organizer and the Charter School shall comply with Applicable Law, this Charter, and University Charter School Policies concerning criminal history checks for teachers, school administrator(s), other staff and volunteers. The Organizer shall adopt and implement a policy consistent with IC 20-26-5-10 to obtain criminal history checks at the times and to the full extent provided by law for all current and prospective employees in the Charter School who are likely to have direct, ongoing contact with children in the scope of their employment. In addition, for any contract, including, without limitation, a contract with an ESP, in which it is contemplated that an outside vendor's employees or agents will have direct, ongoing contact with students at the Charter School, the Charter School or Organizer shall include a provision requiring that the vendor perform a criminal background check consistent with the requirements of IC 20-26-5-10 as to any employees or agents who will have contact with students of the Charter School and prohibiting any such person from serving the Charter School if the individual has been convicted of any of the crimes listed in IC 20-26-5-11 or any crime equivalent to any of such crimes. The Organizer's policy regarding criminal history background checks shall be provided in accordance with the Start-Up Protocol. Once adopted and approved, the policy shall be attached to this Charter as Schedule 17.

- 6.03 Personnel Plan. The Charter School shall implement and comply with the personnel plan set forth in Schedule 18, including methods for selection, retention, and compensation of employees.
- 6.04 Teacher and Administrator Evaluation Plan. As part of the Start-Up Protocol, the Organizer shall develop and submit for approval of OCS plans for evaluating teacher and administrative staff and any incentive systems the Organizer plans to use in connection with such systems. Once approved, such policy shall be attached to this Charter as Schedule 19.
- 6.05 Licensing. At least 90% of the full-time teachers at the Charter School shall either (i) hold a license to teach in an Indiana public school under IC 20-28-5 or (ii) be in the process of obtaining such a license under the transition to teaching program set forth in IC 20-28-4-5. A Charter School teacher in the transition to teaching program must complete the transition to teaching program no later than three (3) years after beginning to teach at the Charter School. An individual who does not hold a license to teach under IC 20-28-5 may teach full or part-time at the Charter School if either (i) the individual is in the process of obtaining a license to teach in a charter school in Indiana pursuant to IC 20-28-5-16 or (ii) the individual holds at least a bachelor's degree with a grade point average of at least 3.0 on a 4.0 scale from an accredited postsecondary institution in the content area or a related area in which the individual teaches, provided that the aggregate number of unlicensed teachers does not exceed the maximum level set forth above. All non-teaching personnel providing services for which certification or licensure is required shall have the appropriate license or certification as required under Indiana law. The Charter School shall not employ a teacher or administrator whose certification or license is suspended or revoked. The Charter School shall maintain copies of all licenses and certificates of its employees on file in the Charter School's administrative offices. The Organizer's personnel plan for employees in the Charter School shall be consistent with all federal and state requirements for quality teachers and teachers' aides.
- 6.06 Teacher and Staff Compensation and Benefits. The Charter School shall implement programs for providing teachers and other staff with compensation, health insurance, retirement benefits, liability insurance, and other benefits as set forth in Schedule 20.
- 6.07 Collective Bargaining Agreements. The employees of the Charter School may organize and bargain collectively under IC 20-29. The Organizer shall comply with all provisions of IC 20-29 affecting school employers. Collective bargaining agreements, if any, with employees of the Charter School shall be the responsibility of the Organizer. Any such collective bargaining agreement entered into by the Organizer shall prohibit strikes pursuant to IC 20-29-9.
- 6.08 Professional Development. The Charter School shall follow the general professional development methods described in Schedule 21.

Article VII. Physical Plant

7.01 Physical Plant. The address and description of the physical plant of the Charter School shall be «School_Address», «City_State_Zip».

7.02 Documents Related to Property.

- (a) A copy of the Organizer's lease or deed for the premises in which the Charter School shall operate and which confirms the Charter School's right to occupy and use the physical plant for school purposes shall be provided to the Executive Director of the OCS upon execution of the relevant document(s), as well as copies of any loan documents executed by the Organizer in order to borrow money to acquire, improve and/or renovate the premises where the Charter School is or will be located. If the physical plant is leased, then in the event the lease is amended, the Organizer shall provide a copy of the lease amendment to the Executive Director of the OCS upon its execution. The relevant documents shall be attached to this Charter as Schedule 22 and any amendment to any such lease or loan documents shall be an amendment to this Charter.
- (b) This Charter shall not in any way be construed to make the University a party to any such lease or loan nor in any way make the University the guarantor of the Organizer or the Charter School nor otherwise make the University liable in any way for performance with respect to such lease or loan in any circumstances, including but not limited to circumstances wherein this Charter is revoked or otherwise terminated prior to the end of the term of such lease or the repayment of such loan.

7.03 Personal Residence. The Charter School shall not be located in a private residence. The Organizer shall ensure that the operation of the Charter School does not violate any applicable zoning ordinances.

7.04 Certificates of Occupancy. The Organizer shall at all times during the term of this Charter:

- (a) Ensure that the Charter School's physical plant complies with all building, fire, zoning, and health and safety standards applicable to schools;
- (b) Possess the necessary occupancy and safety certificates for the Charter School's physical plant; and
- (c) Provide current copies of such certificates to the Executive Director of the OCS.

7.05 Pre-Opening Requirements. This Charter is issued subject to full compliance with this Article VII as well as completion of all of the elements of the Start-Up Protocol pertaining to the physical plant and the school safety plan prior to the date specified in Section 3.01 of this Charter for students to be in attendance at the Charter School. The Charter shall be void and unenforceable if such compliance does not occur prior to such date. The Organizer shall not conduct classes until it has complied with this Section 7.05.

- 7.06 Application of Prevailing Wage Laws. As required by IC 20-24-7-7, in the event that the Charter School uses public funds for the construction, renovation, reconstruction, or alteration of a public building, bidding and wage determination laws shall apply.
- 7.07 Duty to Inform OCS. The Organizer shall notify the Executive Director of the OCS immediately of any material change (and in no event more than three (3) days following such change) in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance. The Organizer shall notify the Executive Director of the OCS not more than five (5) days following any allegation that the Organizer, the Charter School, or the lessor has breached any lease or loan agreement concerning the physical plant. The Organizer shall notify the Executive Director of the OCS immediately if it receives notice of termination of such lease from the lessor.

Article VIII. Finance

- 8.01 Financial Obligations. The Organizer shall be solely responsible for any and all debts, loans and obligations incurred by the Charter School or by the Organizer in connection with the operation of the Charter School. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Organizer or the Charter School and a third party shall not in any way constitute an obligation, whether general, special, or moral, of the state of Indiana, the University Board of Trustees, or the University. Neither the full faith and credit nor the taxing power of the state of Indiana or any agency of the state of Indiana, nor the full faith and credit of the University Board of Trustees or the University, shall ever be pledged for the payment of any Organizer or Charter School contract, mortgage, loan or other instrument of indebtedness. This provision shall survive the termination of this Charter.
- 8.02 Budget and Financial Plan. An updated financial plan for the initial school year shall be provided in accordance with the provisions set forth in the Start-Up Protocol, and thereafter on an annual basis as set forth in the Master Calendar.
- 8.03 Other Funding. The Organizer may apply for and accept for the Charter School independent financial grants or funds from public or private sources other than the Indiana Department of Education. No solicitation shall indicate that a contribution to the Organizer or Charter School is for the benefit of the University
- 8.04 Fiscal Agent. The Organizer is the fiscal agent for the Charter School.
- (a) The Organizer shall have exclusive control of funds received by the Charter School and financial matters of the Charter School.
 - (b) The Organizer shall maintain separate accountings of all funds received and disbursed by the Charter School and shall follow all laws and regulations concerning separate maintenance of federal funds.
 - (c) The Organizer shall adopt and implement the unified accounting system prescribed by the State Board of Education and the State Board of Accounts and shall comply with audits of the State Board of Accounts as required by state law and applicable regulations.

- (d) No later than the date established by the Department of Education for determining average daily membership, the Organizer shall submit student and enrollment information to the Department of Education, with a copy to the Executive Director of the OCS, in accordance with the provisions of the Charter Schools Law for calculation of tuition support and other state funding as well as the Charter School's proportionate share of state and federal.
- 8.05 Separate Accounts. The Organizer shall maintain separate accountings of all funds received and disbursed by or on behalf of the Charter School and shall follow all applicable law regarding concerning maintenance of federal funds.
- 8.06 Report of Financial Controls. By no later than January 1 of the year in which the Charter School commences operations, the Organizer shall submit to OCS a statement prepared by an independent, certified public accountant to the effect that the Organizer has adopted proper internal financial and accounting controls relating to (i) preparing financial statements in accordance with Generally Accepted Accounting Principles and, if applicable, any separate requirements of the Indiana State Board of Accounts, (ii) payroll procedures, (iii) procedures for creating and reviewing quarterly financial statements, (iv) procedures for accounting for contributions and grants, and (v) appropriate internal financial control procedures. If, by that date, the Organizer submits a report noting that any of the aforementioned controls is inadequate or incomplete or expressing any doubt that any of the controls are being followed, the Organizer shall have forty-five (45) days to present to OCS a follow-up letter from the same auditor expressing satisfaction that all of the noted deficiencies have been satisfactorily addressed and specifying the nature of the steps taken to address those deficiencies. OCS may require any additional documentation to satisfy itself that the deficiencies have been addressed.
- 8.07 Financial Statements and Audits. The Organizer shall, semi-annually within thirty-one (31) days after the last day of each semi-annual period, provide to the Executive Director of the OCS copies of the Charter School's current financial statements, in form and content satisfactory to the University (including a balance sheet, profit and loss statement, cash flow statement and source and use of funds statement). For the semi-annual period in which the Charter School's fiscal year ends, these financial statements shall, in every instance, include the Charter School's fiscal year end statements, which shall be provided to the Executive Director of the OCS within ten (10) days after the financial statements are completed. In all years for which the Indiana State Board of Accounts conducts an audit of the Charter School, the Organizer shall provide copies of the State Board of Accounts' audit report to the Executive Director of the OCS within ten (10) days of receipt of the report by the Organizer or by the Charter School. Copies of any responses to such audit made by the Organizer or the Charter School shall be provided to the Executive Director of the OCS at the same time they are submitted to the State Board of Accounts. In addition, every year, the Organizer shall prepare and submit financial statements which have been audited by an independent certified public accountant ("CPA") for the school fiscal year (July 1 to June 30). The Organizer shall submit two (2) copies of the audited financial statements and the CPA's management letters to the Executive Director of the OCS within ten (10) days of receipt by the Organizer, but no later than December 31st following the end of the fiscal year. The Organizer shall

provide to the Executive Director of the OCS a copy of any responses to the CPA's management letters at the same time the responses are provided to the CPA, but no later than thirty (30) days after the Organizer's receipt of the audit for such year. The Executive Director of the OCS shall forward copies of the financial statements, State Board of Accounts' audit report, and responses to such audit or, as applicable, copies of the audited financial statements, the CPA's management letters and responses thereto, to the University's Internal Auditor, as and to the extent requested by the Internal Auditor.

8.08 Distribution of Assets Upon Termination. Upon the termination of the Charter and/or dissolution of the Organizer, the funds and assets of the Organizer and the Charter School shall be distributed according to Section 18.06.

8.09 Budgets and Accounting Reports; Timing. The Organizer shall adopt a July 1 through June 30 budget and accounting year (the "Accounting Year"). The Organizer shall gather, calculate, and submit budgets and accounting information requested hereunder based upon 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.

Article IX. Transportation Plan

9.01 Transportation Plan. The Charter School shall implement and utilize the transportation plan set forth in Schedule 23.

Article X. Discipline and Safety Program

10.01 Disciplinary Plan. The Charter School shall maintain a safe and disciplined learning environment for students and teachers and shall implement and utilize the discipline program set forth in Schedule 24. In no event shall the Charter School expel or involuntarily transfer a student from the Charter School except in compliance with applicable law, including, without limitation, IC 20-33-8-19, IC 20-33-8-21, and IC 20-33-8-22.

10.02 School Safety Plan. The Charter School shall develop a school safety plan prior to opening in accordance with the Start-Up Protocol and shall provide a copy of such plan to OCS and obtain approval of such plan from the Indiana Department of Education prior to opening or as soon thereafter as reasonably practicable. Such a safety plan shall, at a minimum, call for the minimum number of emergency preparedness drills required by Indiana law and, once approved, shall be attached hereto as Schedule 25.

10.03 Medication Policy. The Charter School shall develop and submit as part of the Start-Up Protocol a policy as to administration of medication to students. Once approved, the policy shall be attached to this Charter as Schedule 26.

10.04 Student Health Screenings. The Charter School shall adopt as part of the Start-Up Protocol a policy as to student health screenings, which shall incorporate the requirements applicable to schools generally as to vision and hearing screenings and

immunization requirements. Once approved, the policy shall be attached to this Charter as Schedule 27.

Article XI. Additional Compliance of the Organizer and Charter School

- 11.01 Compliance with Applicable Law. The Organizer and Charter School shall comply with all Applicable Law, which may change from time to time and which may include the laws in this Article XI and are listed herein by way of example and not by way of limitation.
- 11.02 Non-discrimination. The Organizer and the Charter School are subject to all federal and state laws and constitutional provisions that prohibit discrimination on the basis of age, disability, race, color, gender, national origin, religion, and ancestry.
- 11.03 Special Education Students. The Organizer acknowledges that it is required to comply with any applicable law, including, without limitation, The Individuals with Disabilities Education Act, 551 IAC 7 (“Article 7”), the Americans with Disabilities act of 1990, and Section 504 of the Rehabilitation Act of 1973, that relate to the provision of services to special education students attending the Charter School. In accordance with the Start-Up Protocol, the Organizer shall develop and submit to OCS for approval all policies required to be adopted under applicable special education law. Once submitted and approved, such policies shall be attached to this Charter as Schedule 28.
- 11.04 ELL Students. The Organizer shall provide instruction at the Charter School for students eligible for English Language Learner instruction as required by law and without discrimination against such students.
- 11.05 Certain Federal Laws. The Organizer and the Charter School shall comply with the following federal laws, together with the regulations promulgated with respect thereto as applicable:
- (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972;
 - (c) Title VII of the Civil Rights Act of 1964;
 - (d) The Family and Medical Leave Act of 1993;
 - (e) The Age Discrimination Act of 1975 and the Age Discrimination in Employment Act of 1967;
 - (f) The Individuals with Disabilities Education Act;
 - (g) The Americans with Disabilities Act of 1990;
 - (h) Section 504 of the Rehabilitation Act of 1973; and

- (i) The Family Educational Rights and Privacy Act.
- 11.06 Certain State Education Laws. The Organizer and the Charter School shall comply with those state laws specifically made applicable to charter schools under the Charter Schools Law at IC 20-24-8-5 and shall comply with other state laws except to the extent exempted pursuant to the Charter Schools Law at IC 20-24-8-4.
- 11.07 Access to Charter School Records. The records of the Charter School relating to the school's operation and to this Charter are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying under the Indiana Access to Public Records Law (IC 5-14-3-1 et seq). The records provided by the Charter School to the Department of Education and/or to the University that relate to compliance with this Charter or applicable state or federal laws are also subject to inspection and copying under the Indiana Access to Public Records Law.
- 11.08 Open Meetings. The Charter School is subject to the requirements of the Indiana Open Door Law governing public meetings (IC 5-14-1.5-1 et seq.).
- 11.09 Annual Performance Reports. The Organizer shall publish an annual performance report that provides the information required under IC 20-20-8 in the same manner that a school corporation publishes an annual report under IC 20-20-8 and, if the Organizer or the Charter School maintain a web site for the Charter School, both that report and the section of the Accountability Report prepared by OCS and relating to the Charter School shall be made available in a reasonably conspicuous manner on the Charter's School's web site. The Organizer shall notify the parents of students of the Charter School of the availability of the reports using the same method of communication used by the Charter School for other regular communications with the parents.
- 11.10 Monitoring and Oversight. The Organizer and the Board acknowledge that the University's employees and authorized agents have the right to visit, examine, and inspect the Charter School and its records during or after school hours, on a scheduled or unscheduled basis. All records of the Charter School shall be made available to the University for inspection and copying upon its request in the offices of the Organizer located in the state of Indiana. In addition, the Organizer and the Charter School shall cooperate to make available to OCS all student level data that OCS may request in connection with OCS's regular evaluations of the Organizer and the Charter School, it being understood that OCS shall be required to maintain the confidentiality of such data in accordance with applicable law. Copies of Organizer and Charter School records shall be maintained for a period of at least three (3) years after the expiration, non-renewal, or revocation of the Charter, during which period, the Organizer shall make such records available upon no later than the second business day following such request. Upon the closing of the Charter School, the Organizer shall find a permanent location (*e.g.*, a school corporation or another charter school) to maintain students' education records. In the event that the Charter School closes, the Organizer shall inform students and parents of the location of the educational records and notice of the means by which such records may be accessed.

Article XII. University Administrative Fee

- 12.01 University Administrative Fee Amount. The Organizer shall pay an administrative fee to the University in an amount equal to three percent (3%) of the total amount the Organizer receives during the calendar year under IC Title 20, Article 43, which includes only local and state funds. This administrative fee shall be due and payable to the University in the Office of Charter Schools within thirty (30) days from the date of the University's invoice for such fee.
- 12.02 Refund by School of Amounts Paid to School. If the Organizer and/or Charter School submit data reflecting student counts for funding purposes that are later determined through audit procedures or otherwise to be incorrect, the Organizer agrees that adjustments to the payments based on such data will be made. If the Charter School and/or the Organizer owe funds to any entity as the result of such adjustments, the Charter School and/or the Organizer shall be solely responsible for reimbursement. The University shall not be responsible for any such reimbursement.

Article XIII. Accountability

- 13.01 Continuous Improvement Plan. The Charter School must comply with applicable provisions of the Accountability for School Performance and Improvement Law (IC 20-31). As a part of that process, the Organizer must annually develop a Continuous Improvement Plan acceptable to the Executive Director of the OCS during the mid-term and/or end-of-term external reviews.
- (a) The Continuous Improvement Plan shall serve as the Charter School's three (3) year strategic and continuous school improvement and achievement plan as required by the applicable provisions of the Indiana Accountability for School Performance and Improvement statute (IC 20-31), and shall contain the elements of such a plan as required by that statute and shall have as its focus the plan of the Organizer of the Charter School to achieve the performance targets set forth in the University's Accountability Framework.
 - (b) The Continuous Improvement Plan, as modified from year to year and approved by the University, is here incorporated by reference and made a part of this Charter.
 - (c) A copy of the Accountability Framework will be provided to the Organizer and will be available for review at all times in the OCS.
 - (d) The Accountability Framework, as modified by the University from time to time, is here incorporated by reference and made a part of this Charter.
- 13.02 Attempt to Achieve School Goals. The Organizer and the Charter School shall be held accountable for achieving the educational mission and goals of the Charter School.
- 13.03 Failure to Adopt Plan. If the Charter School fails to develop an acceptable Continuous Improvement Plan in a timely manner, and/or fails to attain its educational goals and meet the requirements of its Continuous Improvement Plan, the University may require

the Organizer to formulate a performance improvement plan or revoke the Charter in accordance with Article XVIII.

- 13.04 Accountability Framework. The Organizer will use the Accountability Framework to measure and monitor the performance of the Charter School using the standards set forth therein and using the scoring methods set forth therein, including, without limitation, the performance of the Charter School as to the following: (a) assessment measures, (b) attendance rates, (c) graduation rates (if appropriate), (d) college and career ready indicators, (e) numbers of academic honors and technical honors diplomas (if applicable), (f) academic growth, (g) financial performance and stability, and (h) governing performance and stewardship.

Article XIV. Oversight

- 14.01 Method for Monitoring Compliance with Applicable Law and Achievement of Educational Goals. Organizer shall, and shall require that the Charter School and any ESP or other subcontractor of the Organizer or the Charter School, to cooperate with the University in any periodic reviews and audits performed by the University or its agents or contractors.
- 14.02 Access by University. The Organizer and the Charter School shall permit access by any authorized representative, agent or contractor of the University to the Charter School premises at any time, with or without advance notice from the University, for the purpose of observing, reviewing or inspecting the Charter School for compliance with Applicable Law and the provisions of this Charter. Because the University has the responsibility of accrediting the Charter School, the Organizer and the Charter School upon request shall also take all reasonable steps to allow the University access to any and all data in the possession of the Organizer, the Charter School, the ESP, the Indiana Department of Education, and any other party holding data as to the performance of students at the Charter School.
- 14.03 Audit of Charter School Operations. The Organizer shall, and shall require that the Charter School and any ESP or other subcontractor of the Organizer or the Charter School shall, cooperate with the University in an annual audit of the Charter School's program operations to be conducted by the Office of Charter Schools.
- 14.04 Other Reporting Requirements. The Charter School shall report the following to the Executive Director of the OCS upon reasonable request and/or in accordance with schedules established by the Executive Director of the OCS:
- (a) Attendance records;
 - (b) Student performance data;
 - (c) Financial information, including any financial reports concerning the Charter School requested by an authorized representative of the University at any time, and financial statements meeting the requirements of Section 8.07;

- (d) Any information necessary to comply with state and federal government requirements; and
 - (e) Any other information specified in the Master Calendar or the Accountability Framework.
- 14.05 Litigation. The Organizer and the Charter School shall notify the Executive Director of the OCS and the University's Vice President for Business Affairs within five (5) days of being named as a party in any court proceeding or as the subject of any administrative enforcement proceeding (e.g. proceedings of the Equal Employment Opportunity Commission, the Indiana Civil Rights Commission, or other state or federal or local agencies) arising from the operation of the Charter School.
- 14.06 Copies of Reports. The Organizer shall contemporaneously provide to the Executive Director of the OCS copies of any reports and other information provided by the Organizer and/or the Charter School to the Department of Education or to any other state or federal agency. The Organizer shall promptly provide to the Executive Director of the OCS any responses from such agencies pertaining to the documents filed by the Organizer or the Charter School.

Article XV. Insurance, Liability and Indemnification

15.01 Insurance.

- (a) The Organizer shall secure no later than the dates indicated in the Start-Up Protocol and shall thereafter maintain at all times during the term of this Charter (and shall provide proof thereof in accordance with the Master Calendar) the following insurance coverage for the Charter School, with deductibles and coverage minimums. If any coverage is on a claims made, the coverage shall remain in effect for a period of 3 years following the termination of this contract.
 - (i) **Property Insurance:** Real and personal property insurance on an all risk or special cause of loss form and include coverage for equipment breakdown covering all of the Charter School's real and personal property, whether owned or leased, at replacement value, and business interruption insurance for a period of not less than twelve (12) months. The coverage should include earthquake and flood in limits of not less than \$1,000,000 each occurrence/\$1,000,000 aggregate unless the property is located in a high hazard flood zone and/or moderate or high hazard earthquake zone, whereas higher limits may be required. If the real property in which the Charter School operates is leased, OCS will accept insurance in the name of the property owner or the Charter School. The school will carry a deductible of no greater than \$5,000 except on earthquake and Flood, which shall be \$25,000 each for non-high hazard. For properties in a high-hazard flood or earthquake zone, deductibles must be approved by Ball State.

- (ii) Commercial general liability insurance on a ISO CG0001 form or an equivalent with limits not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) annual aggregate for bodily injury, personal injury, and property damage, including coverage for all premises and operations, products and completed operations for a minimum of two (2) years following completion, independent contractors, separation of insureds, defense and contractual liability. The policy shall include sexual abuse and molestation and shall provide for medical payments of not less than Five Thousand and 00/100 Dollars (\$5,000.00) per occurrence. Such insurance shall include endorsements for (1) employee benefit plan administration, (2) specializes professional liability for counselors, nurses and athletic trainers, if the school has them, and (3) coverage for groups conducting school sponsored activities, such as parent teacher organizations, booster clubs, and student groups. Ball State shall be included as an additional insured on a primary non-contributory basis.

- (iii) Automobile liability insurance (whether owned, non-owned or hired) with the following limits:
 - 1) Not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage.
 - 2) Medical Payments of not less than Five Thousand and 00/100 Dollars (\$5,000.00) per person per occurrence.
 - 3) Uninsured and underinsured motorist coverage with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
 - 4) Ball State shall be included as an additional insured on a primary non-contributory basis.

- (iv) Workers' compensation insurance and employer's liability. Workers compensation limits are as required by law (See Indiana Code Title 22, Article 3). Employer's Liability should be not less than \$500,000/\$500,000/\$500,000. The worker's compensation coverage must be maintained by whichever entity, the Organizer or the ESP, employs the School's staff (which, in some cases, may be both the Organizer and the ESP). Coverage should include:
 - 1) Voluntary Compensation
 - 2) A waiver of subrogation in favor of Ball State University.
 - 3) Alternate employers endorsement, if applicable.

If the Organizer does not employ any of the personnel of the Charter School and does not maintain workers' compensation insurance, the service agreement between the ESP and the Organizer must provide that the Organizer will be indemnified by the ESP against any liability for workers' compensation claims by any such personnel.

- (v) Liability insurance covering the school and its directors and officers from liability claims for wrongful acts, errors, and omissions with regard to the conduct of their duties related to the operation of the school with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) aggregate. Coverage is included for Employment Practices Liability.
 - (vi) Umbrella (excess liability) insurance with a limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) to provide additional coverage for general, automobile, employers and educators' legal liability.
 - (vii) Employee dishonesty insurance with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each insuring agreement: Employee Dishonesty, Computer Fraud, Forgery and Alteration, on/off premises and in transit and Funds Transfer Fraud. In addition, the Organizer will carry social engineering limits of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). An individual employee bond is required by each employee in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and will be primary to the employee dishonesty coverage provided by the crime policy.
- (b) All liability insurance required by this Charter shall name the University as an additional insured on a primary, non-contributory basis. The Organizer must submit a copy of an endorsement reflecting this addition prior to opening and not less than annually thereafter.
 - (c) The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the state of Indiana, rated A- or better from A.M. Best and otherwise acceptable to the University.
 - (d) The Organizer shall have a provision included in all insurance policies requiring notice to the Executive Director of the OCS and the University's Vice President for Business Affairs in advance of termination or non-renewal of the policy. In addition, the Organizer shall provide copies of (or certificates of insurance for) all insurance policies required by this Charter to the Executive Director of the OCS and the Office of the University's Vice President for Business Affairs.
 - (e) When changing insurance policies or carriers, the Organizer must provide copies of (or proposed certificates of insurance for) the proposed policies to the Executive Director of the OCS and the Office of the University's Vice President for Business Affairs at least

thirty (30) days prior to the proposed change. The Organizer shall not cancel or modify its existing coverage without the prior approval of the Executive Director of the OCS and the University's Vice President for Business Affairs.

- (f) The Charter School may expend funds for payment of the cost of participation in an accident or medical insurance program to provide protection for pupils while attending school or participating in a school program or activity.
- (g) Other insurance policies and higher minimums may be required by the University depending upon academic offerings and program requirements.
- (h) No funds, assets, insurance or self-insurance of the University or the University Board shall be held to answer for the payment of any claim, judgment, charge, cost or obligation of the Organizer or the Charter School.

15.02 Indemnification of University. The Organizer agrees to indemnify and hold the University and its trustees, officers, employees, counsel, agents and representatives harmless from all claims, demands, or liability, including attorneys fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Charter School's operations or which are incurred a result of the reliance of the University upon information supplied by the Organizer or the Charter School, or which arise out of the failure of the Organizer or the Charter School to perform its obligations under this Charter, including, without limitation, the following:

- (a) The negligence, recklessness, intentional wrongful conduct or misconduct of the Organizer or the Charter School and those acting on behalf of those entities as officers, directors, employees, agents, representatives, contractors, sub-contractors, or lessors;
- (b) An act by the Organizer and those acting on behalf of the Organizer as officers, employees, agents, representatives, contractors, sub-contractors and lessors that would serve as the basis for revocation of this Charter Agreement pursuant to Article XII;
- (c) Any failure by the Organizer, the board of directors of the Organizer, or the Charter School and those acting on behalf of those entities as officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;
- (d) The hiring, supervision, or discipline of officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;
- (e) The obligations of the Organizer, the Board of Directors of the Organizer, or the Charter School and those acting on behalf of those entities as officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;

- (f) The infringement of patent or other proprietary rights by the Organizer, the board of directors of the Organizer, the Charter School, or those acting on behalf of those entities as officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors; and
 - (g) The oversight responsibilities of the University.
- 15.03 Exceptions to Indemnification. Notwithstanding Section 15.02, the Organizer shall not be required to indemnify the University against any claim or loss arising from an act or omission of the Organizer or Charter School made in compliance with specific written directions from OCS to the Organizer or Charter School. This Section shall not be deemed a relinquishment or waiver of any kind by the University of governmental immunity provided under Indiana law.
- 15.04 Notice of Potential Indemnification Claim. The Organizer, the Charter School, and the University shall make a good faith effort to advise each other of any actual or potential claims subject to the indemnification provisions in this Article XV, but failure to do so shall not invalidate the indemnification provision. The Organizer, the Charter School, or the University will not settle or compromise any claim or suit subject to this indemnification provision without notice to the others.
- 15.05 Survival. The Organizer agrees that the insurance described in this Article, and the duty to indemnify and hold harmless contained in this Article, shall continue in force and effect with respect to any claim arising out of the operation of the Charter School until such claim is barred by any applicable statute of limitations, notwithstanding the expiration, non-renewal or termination of this Charter.

Article XVI. Amendment

- 16.01 Amendment by Mutual Agreement. Except as provided in Section 16.02, this Charter may be amended only by mutual agreement of the parties evidenced in writing and signed by the Vice President for Business Affairs or the Associate Vice President and Chief Budget Officer, in the case of the University, and the Chief Executive Officer or other proposed decision officer of the Organizer, in the case of the Organizer. The Organizer may submit any proposed amendment to the Executive Director of the OCS, and may request a meeting to discuss the reasons for the proposed amendment with the Executive Director of the OCS and/or other officials designated by the University.
- 16.02 Exceptions. The following items may be amended or updated as set forth below:
- (a) The Accountability Framework may be unilaterally amended by the University upon sixty (60) days advance written notice to the Organizer, with immediate effect. Any other amendment to any of the University Charter School Policies may be made unilaterally and may be made on one hundred eighty (180) days prior notice.
 - (b) The Continuous Improvement Plan and educational and other Charter School goals therein shall be updated annually by the Organizer, subject to approval of the Executive Director of the OCS, as described in Section 13.01. Revised or supplemental enrollment

targets or limitations may be incorporated into the Charter by inclusion in the Continuous Improvement Plan as approved by the Executive Director of the OCS.

- (c) Changes to the following provisions shall not require formal amendment of the Charter in accordance with Section 16.01, provided that the Organizer gives the Executive Director of the OCS written notice of the change at least thirty (30) days in advance of its effective date and the Executive Director of the OCS does not give the Organizer written notice of the Executive Director's objection(s) to the change prior to such effective date:
- (i) Section 4.01, Mission;
 - (ii) Section 4.06, Management Structure;
 - (iii) Section 5.01, Curriculum and Instructional Methods;
 - (iv) Section 5.02, Methods of Pupil Assessment;
 - (v) Section 5.11, Supplemental Programs;
 - (vi) Section 5.12, Special Populations;
 - (vii) Section 6.01, Staff Responsibilities, except for changes which impact the Charter School's management structure;
 - (viii) Section 6.03, Personnel Plan, except for changes which impact the Charter School's management structure, as described in Schedule 5;
 - (ix) Section 6.04, Teacher and Administration Evaluation Plan;
 - (x) Section 6.06, Teacher and Staff Compensation and Benefits;
 - (xi) Section 6.08, Professional Development;
 - (xii) Section 9.01, Transportation Plan;
 - (xiii) Section 10.01, Discipline Plan;
 - (xiv) Section 10.02, School Safety Plan;
 - (xv) Section 10.03, Medication Policy; and
 - (xvi) Section 10.04, Student Health Screenings.

16.03 Change in Existing Law. If, after the effective date of this Charter, there is a change in Applicable Law which alters or amends the responsibilities and obligations of either the Organizer or the University, this Charter shall be altered or amended to reflect the change in existing law as of the effective date of such change.

Article XVII. Reporting Requirements

- 17.01 Master Calendar of Reporting Requirements. The OCS shall annually provide to the Charter School a calendar that sets forth the schedule for all reports that the Charter School shall submit to the OCS as required hereunder and the dates by which such reports shall be submitted (the “Master Calendar”).
- 17.02 Other Reports/Additional Information. The Organizer shall submit any additional reports (or supplements to any of the reports herein) (a) as set forth in the Continuous Improvement Plan, (b) that arose under Section 4.05 or the Organizer’s Conflict of Interest Policy and the resolution of such issue, or (c) as requested by the OCS.
- 17.03 Public Inspection. The OCS may make any of the reports herein available for public inspection, to the extent permitted under applicable law.

Article XVIII. Term, Renewal, Nonrenewal, Revocation, and Termination

- 18.01 Term.
- (a) Subject to compliance with any conditions precedent, this Charter shall be effective as of the date executed by the last party to sign the Charter (the “Effective Date”).
 - (b) The initial term of this Charter shall continue from the Effective Date until June 30, «Expiration_Date». The Charter may be renewed thereafter as set forth in Section 18.03.
- 18.02 Annual Review. The OCS Executive Director shall review the Organizer’s performance no less frequently than annually, with the content and scope of each review to be determined by the Executive Director of OCS. As part of the overall review process, OCS shall review the Organizer’s performance in operating the Charter School in accordance with the University’s Performance Framework. Such performance review shall include methods for holding the Organizer accountable for improvement in student performance, financial performance, and governance and compliance performance.
- 18.03 Extension or Renewal and Non-Renewal.
- (a) At any time during the initial term or any renewal term of this Charter, the Charter may be renewed by agreement of the parties for a fixed period of time of not less than one (1) year, evidenced by written amendment of the Charter in accordance with Section 16.01.
 - (b) Any grounds for revocation of the Charter shall also be grounds for non-renewal. In addition, the University may elect not to renew the Charter if it deems it is no longer in the best interests of the University, the students enrolled in the Charter School, and/or the community at large for the University to renew the Charter.
 - (c) If the Charter has not been renewed and the Organizer wishes to renew the Charter, the Organizer must initiate the renewal process by filing a written request for renewal with the Executive Director of the OCS no later than October 1 in the last academic year before expiration of the then current term of the Charter. The Executive Director of the

Office of Charter Schools shall issue notice of the University's intent to renew or non-renew the Charter by March 1 of the same academic year. The University reserves the right, however, to withdraw its intent to renew the Charter if it becomes aware of any grounds for revocation after issuing its notice of intent to renew.

- (d) If the Organizer wishes to appeal the decision of the Executive Director not to renew the Organizer's charter, the Organizer may appeal such decision in accordance with the Charter Schools Reconsideration Procedures, which are available on the web site of the OCS.

18.04 Revocation of Charter.

- (a) Statutory Grounds for Revocation. This Charter may be revoked prior to expiration of the initial term or any renewal term by the University upon a determination that one (1) or more of the following has occurred:
 - (i) Failure of the Charter School to begin school operations and have students in attendance by the dates specified in this Charter;
 - (ii) The Charter school has insufficient enrollment to successfully operate a charter school, or the Charter School has lost more than fifty percent (50%) of its student enrollment from the previous academic year;
 - (iii) Failure of the Organizer to comply with any of the terms and conditions established in this Charter;
 - (iv) Any of the representations made in this Charter was not true when made;
 - (v) Failure of the Charter School to achieve the level of academic, financial, or organizational performance required by the University in the Accountability Framework;
 - (vi) Failure of the Organizer to comply with all Applicable Laws;
 - (vii) The Charter School was placed into the lowest category or designation created by the Indiana Department of Education under Indiana Code 20-31-8-1 et seq. and has continuously remained in that category or designation for five (5) consecutive years; and/or
 - (viii) Failure of the Organizer to follow generally accepted government accounting principles.
- (b) Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 18.04, the University may revoke this Charter, upon a determination that one or more of the following has occurred:
 - (i) The Organizer fails to operate as a non-profit entity, fails to obtain a determination by the IRS that the Organizer qualifies for tax-exempt

status, or at any time during the term of this Charter loses its tax-exempt status with the IRS;

- (ii) The Organizer or the Charter School is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit after reviewing the impact of the Common School Loan;
- (iii) The Charter School has insufficient enrollment to successfully operate a public charter school;
- (iv) The Organizer and/or Charter School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Charter;
- (v) The Organizer modifies or deletes the provision in the Governance Document required by Section 4.04;
- (vi) The Organizer, or any of its directors, officers, employees or agents has engaged in grossly negligent, fraudulent or criminal conduct in relation to this Charter;
- (vii) The OCS believes that the health or safety of students attending the Charter School may be in jeopardy; or
- (viii) The Organizer, or any of its directors, officers or employees, has provided false or misleading information or documentation to the University in connection with the Proposal, the issuance of this Charter, or the reporting requirements of the Organizer or the Charter School under this Charter or Applicable Law.

(c) Procedures for Revocation.

- (i) If the Executive Director becomes aware of circumstances that may provide cause for revocation of the Charter as set forth in Section 18.04, the Executive Director shall provide notice of the circumstances and state a date, which shall be not less than fifteen (15) 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. If the Executive Director is not satisfied with the response of the Organizer, the Executive Director may issue a notice of revocation, which shall include the grounds for revocation, the effective date of the notice of revocation, a statement that the decision may be appealed, and a copy of the Charter Schools Hearing Panel Appeal Procedures, and shall be sent to the Organizer in accordance with the notice procedures set forth in Section 19.02.
- (ii) If the Charter is then under suspension, the effective date of the notice of revocation may be not less than ten (10) business days after the date the

notices is deemed given and in all other events shall be not less than twenty (20) business days after the date the notice of revocation is deemed given.

- (iii) Additional grounds for revocation may be added by an amended notice of revocation, provided that the Organizer is given notice of the amended notice of revocation and is given at least five (5) business days to request a hearing or a postponement of at least five (5) business days if a hearing is scheduled.
 - (iv) Unless a request for a hearing panel is filed in accordance with the Charter Schools Hearing Panel Appeal Procedures, the revocation of the Charter shall be effective as of the date set forth in the notice of revocation. If a request for a hearing panel is filed in accordance with the Charter Schools Hearing Panel Appeal Procedures, the effective date of any revocation shall be determined in accordance with the Charter Schools Hearing Panel Appeal Procedures.
- (d) Suspension of Charter. Notwithstanding any other provision of this Charter, the University may immediately suspend the Charter at any time upon notice pending completion of the procedures for revocation of the Charter if the President of the University determines that probable cause exists to believe that the Organizer or the Charter School:
- (i) has placed staff or students at risk;
 - (ii) is not properly exercising its fiduciary obligations to protect and preserve the Charter School's public funds and property;
 - (iii) has lost its right to occupancy of the Charter School's physical facilities, and cannot find another suitable physical facility for the Charter School prior to the expiration or termination of its right to occupy its existing physical facilities;
 - (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Indiana law and applicable regulations;
 - (v) has failed to obtain or has lost any of the insurance coverage required under the Charter; or
 - (vi) has willfully or intentionally violated this Charter or Applicable Law.

18.05 Termination of Charter by Organizer. The Organizer may, for any reason, terminate this Charter effective as of the last day of the Charter School's academic year if the Organizer provides written notice of its intent to terminate the Charter to the President of the University at least six (6) calendar months in advance of the close of the applicable academic year. The President of the University may, in his/her sole discretion, waive the six (6) month advance notice requirement for terminating this Charter.

18.06 Revocation, Non-renewal or Other Termination of Charter and/or Dissolution of Organizer.

- (a) If the University revokes this Charter before the end of the term for which it is granted, or does not renew the Charter, or the Charter is otherwise terminated before the end of the term for which it is granted, the provisions of IC 20-24-7-9 concerning distribution of local or state funds that remain to be distributed to the charter school shall apply.
- (b) If the Organizer is dissolved, then, consistent with IC 20-24-3-3, all remaining funds and assets shall be distributed as follows:
 - (i) All remaining funds received from the Department of Education shall be returned to the Department of Education not more than thirty (30) days after dissolution; and
 - (ii) All other remaining assets of the Organizer and the Charter School shall be used for non-profit educational purposes.
- (c) In the event of revocation, non-renewal, or other termination of the Charter and/or dissolution of the Organizer, the Organizer shall be solely 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 University, its Board of Trustees, or any of its officers, employees, agents or contractors be responsible for any such obligations. Also, the Organizer shall cooperate with OCS to effect an orderly closing of the Charter School in accordance with OCS's Charter School Closing Protocol.

Article XIX. General Provisions

- 19.01 Proposal. The Organizer hereby certifies and warrants that all representations and information contained in the Proposal, including all attachments to the Proposal, were at the time the Proposal was submitted to the University and are as of the date of execution of this Charter current, complete, and accurate to the best of its knowledge and belief.
- 19.02 Notices. Any and all notices permitted or required to be given hereunder shall be in writing and shall be deemed duly given: (i) upon actual delivery, if delivery is by hand or by commercial courier service; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail, return receipt requested. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the University:

Vice President for Business Affairs
Administration Building
Ball State University
Muncie, Indiana 47306

and

Executive Director, Office of Charter Schools
Teachers College – TC-912
Ball State University
Muncie, Indiana 47306

If to the Organizer:

Board President
c/o «School_Name»
«Notice_Address»
«Notice_City_State_Zip»

- 19.03 Severability. If any provision in this Charter is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Charter. If any provision of this Charter shall be or become in violation of any local, state or federal law, such provision shall be modified so as to comply with such law while effecting as nearly as possible the original intent of the parties; or if it cannot reasonably be so modified, then such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- 19.04 Successors and Assigns. The terms and provisions of this Charter are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 19.05 Entire Agreement. This Charter (including the Schedules and Exhibits, the Accountability Framework, the Continuous Improvement Plan and any other documents attached hereto or referred to herein, each of which is incorporated herein by reference) sets forth the entire agreement between the University and the Organizer with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter.
- 19.06 Amendment. This Charter may be amended only by a written instrument executed by a duly authorized individual on behalf of the Organizer and the University.
- 19.07 Assignment and Subcontracting. This Charter is not assignable by either the Organizer or the University. The Organizer may not transfer or subcontract any of its rights or responsibilities under this Charter, without the prior approval of the President of the University and amendment of this Charter. The Organizer shall not delegate its overall responsibility to set policy and approve budgets for the Charter School.
- 19.08 Non-Waiver. Except as provided herein, no term or provision of this Charter shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent or other mutually agreed upon procedures have been reduced to writing and signed by the party claimed to have waived, consented or agreed. No consent by either party to, or waiver of, a breach or default by the other, whether expressed or implied,

shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

- 19.09 Governing Law and Jurisdiction. This Charter shall be governed and controlled by the laws of the state of Indiana. Any and all actions brought by either party against the other in connection with or arising out of this Charter shall be brought only in a court of appropriate jurisdiction in Delaware County, Indiana, or in the United States District Court for the Southern District of Indiana. The Organizer hereby submits itself to the jurisdiction of such courts for purposes of any litigation between the parties in connection with or arising out of this Charter and waives any defense it may have based on jurisdiction or venue.
- 19.10 Reference to Statutes. All references to statutes in this Charter shall be construed as including any amendments to such laws which may become effective during the term of this Charter and shall include any successor laws enacted to replace the referenced statute.
- 19.11 Counterparts. This Charter may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 19.12 Construction. The body of this Charter and the Schedules attached to the Charter are intended to be read together to give full force and effect to each part of the Charter; however, in the event of any conflict between or among the body of this Charter and any Schedule(s), the terms and conditions of the body of the Charter shall control.
- 19.13 No Third Party Rights. This Charter is made for the sole benefit of the Organizer and the University. Except as otherwise expressly provided, nothing in this Charter shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 19.14 Non-agency. It is understood that neither the Organizer nor the Charter School is the agent of the University and the University is not the agent of the Organizer or the Charter School.

IN WITNESS WHEREOF, the parties hereto have caused this Charter to be executed by their duly authorized representatives.

«Legal_Name_of_Entity_Signing_Contract» BALL STATE UNIVERSITY

«Board_President»
Board President

Date: _____

By: _____

Scott M. Stachler
Associate Vice President
and Chief Budget Officer

Date: _____

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Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 1

Mission and Purpose of Charter School

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 2

Certified copy of Articles of Incorporation

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 3

Certified copy of Bylaws

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 4

Conflict of Interest Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 5

Management Structure

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 6

Fully Executed ESP Agreement

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 7

Curriculum and Instructional Methods

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 8

Methods of Pupil Assessment

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 9

Promotion and Graduation Policies

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 10

Admissions Policy (including lottery requirements)

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 11

Student Records Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 12

Supplemental Programs

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 13

Plans and Programs as to Special Populations and At-Risk Students

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 14

Methods of Promoting Parent and Community Involvement

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 15

Third Grade Reading Plan

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 16

Responsibilities of the Staff

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 17

Criminal History Background Checks Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 18

Personnel Plan

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 19

Teacher and Administrator Evaluation Plans

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 20

Teacher and Staff Compensation and Benefits Programs

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 21

Professional Development Methods

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 22

**Lease (and any amendments thereto) or Deed for Premises in which the Charter School
shall Operate**

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 23

Transportation Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 24

Disciplinary Plan (including Anti-Bullying and Seclusion and Restraints Policies)

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 25

School Safety Plan

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 26

Medication Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 27

Student Health Screening Policy

Charter issued by Ball State University
to «Legal_Name_of_Entity_Signing_Contract»

Schedule 28

School Policies regarding Services to Special Education Students