CHARTER SCHOOL AGREEMENT
AND GRANT OF CHARTER TO

Indiana Agriculture Education, Inc.

By

Nineveh-Hensley-Jackson United School Corporation

This Charter School Agreement, together with any exhibits, attachments, addenda, and amendments (hereinafter referred to as the "Charter Agreement") is made and entered on the dates of the signatories, below, by and between Nineveh-Hensley-Jackson United School Corporation (hereinafter referred to as "Authorizer"), and Indiana Agriculture Education, Inc. (hereinafter referred to as the "Organizer"). The Authorizer has appointed the Superintendent as the Authorizer's designated representative to serve at the Authorizer's discretion and to assist with the performance of the Authorizer's duties as provided herein. The Authorizer may change this authorization and designation from time to time, and shall give written notice of any such change to the Organizer.

SECTION I. AUTHORITY, AND GRANT OF CHARTER

1.1 Grant. The Authorizer hereby grants a charter to the Organizer for the maintenance and operation of an Indiana public virtual charter school to be known as Indiana Agriculture & Technology School and the ability to add two Indiana public virtual charter schools to be known as Indiana Agriculture & Technology Preparatory Academy and Indiana Agriculture & Technology Career Academy (hereinafter referred to as the "Charter School").

1.2 Authority. The Charter (hereinafter referred to as "Charter") is issued pursuant to the authority of Indiana Code Art. 20-24, as the same may be amended from time to time hereafter.

1.3 Discretion of Authorizer. All decisions regarding the Charter, school proposals, applications, or applicants shall be made at the discretion of the Authorizer in accordance with applicable law. Further, nothing in any aspect of the Authorizer's review or deliberation or review or deliberation by any officers, employees, agents, or representatives of Nineveh-Hensley-Jackson United School Corporation, including Nineveh-Hensley-Jackson United School Corporation School Board, or those acting on behalf of their officers, employees, agents and representatives, with regard to the determination to issue or not to issue, or to renew or not renew, any particular charter, including without limitation, the application, the application review process, any charter instrument, and any correspondence, communication or documentation relating thereto, grants or implies or can be construed to suggest to any person, entity, or organization, any property right under the United States Constitution, the Indiana Constitution, or applicable law.

SECTION II. LEGAL STATUS
AND ESTABLISHMENT OF CHARTER SCHOOL

2.1 Legal Status. The Charter School is an Indiana public school and shall be subject to applicable law, in addition to any policies relating to charter schools adopted by the Authorizer.

2.2 Effective Date. The Charter shall take effect upon the execution of this Charter Agreement by the Authorizer and a duly authorized representative of the Organizer (the "Effective Date"). It is understood that prior to the Charter's issuance on the Effective Date, the proposed Charter is subject to modification or
abandonment.

2.3 Prior Actions. Notwithstanding Paragraph 2.2 of this Agreement, the Organizer shall not provide instruction to any student attending the Charter School unless and until:

a. The Organizer issues a written statement to the Authorizer, attesting to the Organizer's substantial completion, in a timely manner, of the prior actions set forth in "Exhibit A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Prior Actions"); and

b. The Authorizer shall have confirmed in writing the substantial completion of such Prior Actions.

The Prior Actions are in addition to any other conditions set forth in the Charter Agreement.

SECTION III. IDENTIFICATION OF THE ORGANIZER;
DESCRIPTION OF ORGANIZATIONAL STRUCTURE
AND GOVERNANCE PLAN

3.1 Organization. The Charter School is established and operated by the Organizer, a not-for-profit corporation formed and organized under the applicable laws of the State of Indiana. The Organizer hereby represents that the Internal Revenue Service has determined it to be tax exempt. The Organizer shall immediately inform the Authorizer if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its not-for-profit corporation status is questioned, modified, or revoked by the state of incorporation.

3.2 Board of Directors.

a. The Organizer has a Board of Directors (hereinafter referred to as the "Board") whose members constitute the governing body of the Charter School (as defined in Indiana Code § 20-26-2-2) and shall manage the Charter School’s activities in compliance with the Charter and applicable law.

b. The Organizer represents that it has conducted, or will conduct within ninety (90) days of the Effective Date: an expanded criminal history check pursuant to Indiana Code § 20-26-5-10 on each current Board member to the fullest extent permitted under applicable law after obtaining any necessary consents from the current Board member. Any person that has been convicted of the following acts shall be prohibited from serving on the Board:

i. an offense described in Indiana Code § 20-26-5-11; or

ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.

c. The Organizer represents that it will conduct, at least fourteen (14) days prior to the approval of any new Board member: national, state, and local criminal background checks on the prospective Board member to the fullest extent permitted under applicable law after obtaining any necessary consents from the prospective Board member. Any person that has been convicted of the following shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Authorizer in writing:
i. an offense described in Indiana Code § 20-26-5-11; or

ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.

d. Notwithstanding any provision contained in Article 2, Section 2.2 of Indiana Agriculture Education, Inc.'s bylaws, or any other provision thereof, Organizer shall, within ninety (90) days of the date of authorization by Authorizer, expand Organizer's board of directors to five (5) members, appointed as follows:

1. One (1) member nominated by Authorizer's governing body.
2. One (1) member nominated by the ownership of the campus.
3. Three (3) members nominated by Organizer's governing body.

Organizer's board of directors shall confirm any nomination within forty-five (45) days of receipt and appoint the nominee to the board, or will reject the nominee and notify the nominating entity accordingly.

A party whose nominee is rejected shall have forty-five (45) days from the date written notice is served upon the party to submit a new nominee.

The time limits provided for acceptance or rejection of initial nominees shall apply to subsequent nominees."

3.3 Governance. The Organizer shall operate the Charter School under the governance plan set forth in its application for the Charter together with any exhibits, attachments, addenda, and amendments (hereinafter referred to as the "Application"), which Application is attached to this Charter Agreement and incorporated herein by reference as "Exhibit B."

3.4 Bylaws. The Board shall initially operate pursuant to the bylaws set forth in the Application. The Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. Thereafter the Board shall operate pursuant to the bylaws of the Charter School whether such bylaws are those initially set forth in the Application, or as amended. The Bylaws may not be amended in any material respect without the prior written approval of the Board, which approval may not be unreasonably withheld, and in no event, can an amendment conflict with any term of this Charter Agreement or applicable law. In seeking modification of the Bylaws, the Board must submit to the Board members a duly approved resolution of the Board setting forth the proposed material changes to the Bylaws. Prior to formal Board approval of the proposed material changes to the Bylaws, the Board must submit a written copy of said changes to the Authorizer for approval.

3.5 Conflict of Interest. Any Board member, officer of Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in any party with which the Organizer contracts for services must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest, and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with such party. The term "family member" includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board or committee, (that is, all members except for any Interested Person) will evaluate the impact of the
Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances. The organizer shall submit to the Authorizer and department a statement of economic interest that contains the same information specified under IC 3-8-9-8 for each board member of the charter school.

3.6 Dissolution. The Organizer represents that its governing documents provide that, upon dissolution, (a) all remaining assets, except funds received from the Indiana Department of Education (the "Department"), shall be used for nonprofit educational purposes, and (b) remaining funds received from the Department shall be returned to the Department not more than thirty (30) days after dissolution.

3.7 Escrow Account for Dissolution. The Charter School agrees to establish an escrow account of no less than Thirty Thousand Dollars ($30,000.00) to pay for legal, cessation of operations and audit expenses that would be associated with a dissolution should it occur. The Charter School may provide for the full amount in its first-year budget, or provide for a minimum of Ten Thousand Dollars ($10,000.00) per year for the first three of its charter term. The Charter School's failure to provide for a minimum of Ten Thousand Dollars ($10,000.00) by December 31st in each of the first three years of its charter term, beginning with the first year of instruction, shall be deemed a material violation of this Charter Agreement.

3.8 Third Party Responsibilities. To the extent that applicable law renders any of the Organizer's obligations set forth herein the responsibility of the governing body of the Charter School, the Charter School, or any other third parties, as opposed to the Organizer, the Organizer shall ensure that the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions of this Charter Agreement. If the Organizer fails to ensure such obligations are fulfilled in accordance with applicable law and the terms and conditions of this Charter Agreement, the Organizer shall (a) indemnify Nineveh-Hensley-Jackson United School Corporation and their officers, employees, counsel, consultants, agents, representatives (including Nineveh-Hensley-Jackson United School Corporation School Board) and those acting on behalf of Nineveh-Hensley-Jackson United School Corporation officers, employees, counsel, consultants, agents and representatives harmless from any and all claims, actions, expenses, damages and liabilities, including costs and attorneys’ fees, for the defense of any of the above, arising out of, connected with, or resulting from such failure; and (b) be deemed to have committed the act or omission itself for the purposes of determining whether the Authorizer may revoke the Charter under Paragraph 16.4 of this Agreement.

SECTION IV. OPERATION OF THE CHARTER SCHOOL

4.1 Application. The Organizer represents that the information provided in the Application was accurate when submitted and remains accurate as of the Effective Date. To the extent that modifications have been made to the Application between the time it was submitted to the Authorizer and prior to the Effective Date, such modifications shall (a) be reflected in the main body of the Application or in an amendment to the Application; and (b) be approved in writing by the Authorizer. The Application may be modified after the Effective Date only by a signed amendment thereto executed by the Organizer and the Authorizer. The Organizer and Authorizer agree that the Application sets forth the overall goals, standards, and general operational policies of the Organizer relating to the Charter School, and that the Application is not a complete statement of each detail of the Organizer's operation of the Charter School. To the extent that the Organizer desires to implement specific policies, procedures, or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Organizer shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of operation are (i) not otherwise prohibited or circumscribed by applicable law or
this Charter Agreement, or (ii) are not materially different from those set forth in the Application, and (iii)
are approved in advance and in writing by the Authorizer. To the extent there is a conflict between the terms
of this Charter Agreement and the Application, the terms of this Charter Agreement shall govern.

4.2 Mission Statement. The Organizer shall operate the Charter School under the mission statement set
forth in the Application. However, the Organizer may change, amend, or otherwise modify its mission
statement and such changes shall not require the permission of the Authorizer or constitute a revision to the
Charter so long as such changes are generally consistent with the application and the Organizer reports the
modification to the Authorizer as part of its Annual Report.

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

4.4 Accountability Plan. An Accountability Plan has been developed and is incorporated into the
Charter as "Exhibit C." For elements of the Accountability Plan that require review or evaluation by an
external entity as determined by the Authorizer, the Organizer is required to select such an entity that is
approved by the Authorizer, and fund expenses related to any such evaluation.

4.5 Nonsectarian and Non-Religious. The Organizer shall ensure that the Charter School is
nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices,
governance, and all other operations. The Organizer shall comply with the requirements of the United
States and Indiana Constitutions, including those requirements provided by the establishment clause of the
First Amendment of the United States Constitution and Article 1, Section 6 of the Indiana Constitution. The
Organizer shall not use any of the funds to operate the Charter School for the benefit of any religious or
theological institution.

4.6 Educational Service Providers. In the event the Organizer intends to contract with a third-party
organization that will manage or operate the Charter School, or provide a significant portion of the
managerial or instructional staff to the Charter School on a fee basis and pursuant to a fee-based contract,
that organization shall be known as an Educational Service Provider, and such relationship shall meet the
requirements as set forth in this Agreement.

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

SECTION V. CURRICULUM, INSTRUCTIONAL METHODS
AND PUPIL ASSESSMENT

5.1 Curriculum. The Organizer shall implement an educational program that permits students to meet
or exceed the goals and measures of the Charter School as set forth in the Accountability Plan. The
Organizer shall administer all state tests applicable to each grade as required by Indiana law, as well as any
standardized or other examinations required by the Accountability Plan. Subject to the immediately
foregoing requirements, the Organizer shall have the right to make any modifications to the educational
program as it deems necessary including, but not limited to, the curriculum, pedagogical approach and
staffing structure, and such modifications shall not require the permission of the Authorizer or be deemed a
revision to the Charter, provided however, that any such modifications shall be generally consistent with the
Application and applicable law, and the Organizer reports such modifications as part of its Annual Report.
The Organizer shall develop a curriculum for the Charter School as a Prior Action. The Organizer shall make a copy of the curriculum and the Accountability Plan available for inspection at the Charter School during normal school hours and shall provide a copy in response to any telephone or mail request by any person as required under IC § 5-14-3 et seq.

5.2 Educational Benchmarks of Charter School. The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Charter Agreement and the Accountability Plan, and any reports submitted under the terms of this Charter Agreement.

5.3 Building Trades Apprenticeship Program. As prohibited under Indiana Code § 20-24-8-6, the Organizer shall not duplicate a Bureau of Apprenticeship and Training (“BAT”) approved Building Trades apprenticeship program.

SECTION VI. PUPIL ENROLLMENT

6.1 Grades Served. The Organizer is authorized to enroll students in grades Seventh through Twelfth Grade as set forth in the Accountability Plan and Application. Any change in grade levels offered at the Charter School will require prior written approval from the Authorizer, which approval or disapproval must be communicated to the Organizer within ten (10) business days after the Authorizer receives written notice from the Organizer.

6.2 Open Enrollment. The Organizer shall not establish admission policies or limit student admissions in any manner in which a public school is not permitted to establish admission policies or limit student admissions, as stipulated in IC 20-24-5-5 except as provided in Paragraph 6.3 of this Charter Agreement, in the event that applications exceed the maximum enrollment as established in this Agreement.

6.3 Lottery. The lottery shall be conducted as set forth in the Application, and shall be designed in such a manner that it gives a parent or any other legal guardian a reasonable opportunity to participate in the lottery. If the number of applicants for admission exceeds the maximum capacity stated in this Charter Agreement for any grade, building, or program, the Organizer must conduct a random lottery for enrollment, giving each timely applicant an equal chance of admission, with the following exceptions:

a. The Organizer may provide that a student who attended the Charter School in the previous school year may continue to attend; and

b. The Organizer may allow the siblings of a student who attends the Charter School to be admitted to the Charter School.

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

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

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

7.1 The Organizer shall have students in attendance at the Charter School beginning in July 2018. The Organizer may alter this date only upon express written approval by the Authorizer, which approval or disapproval must be communicated to the Organizer within ten (10) business days after the Authorizer receives written notice from the Organizer of its proposed modification to this date.

7.2 The Organizer shall set forth a detailed, specific school calendar that implements requirements detailed in the Accountability Plan, including, but not limited to:

   a. a balanced academic calendar

SECTION VIII. STAFF RESPONSIBILITIES AND PERSONNEL PLAN

8.1 Employee Benefits. Teachers and other staff who work at the Charter School shall be provided health insurance, retirement benefits, liability insurance, and other benefits:

   a. as described in the Application; or

   b. as otherwise negotiated with their employer.

To the extent that these benefits conflict, benefits provided pursuant to Subsection (b.) of this Paragraph shall govern.

8.2 Teacher Licensing. The Organizer hereby represents that 100% of the individuals who teach full time in the Charter School during the term of the Charter shall hold a license to teach in a public school in Indiana under Indiana Code Chapter 20-28-5.

8.3 Non-Teacher Licensing. The Organizer represents that any individual who provides a service to students at the Charter School that is not teaching, and for which a license is required under Indiana law, shall have the appropriate license to provide the service in Indiana.

8.4 Employment Applications. All applicants for employment with the Organizer who intend to provide services for the Charter School shall be required to submit employment applications. All current and prospective employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of the individuals' employment, shall be subject to expanded criminal history checks not later than thirty (30) days after the start date of the applicant's employment and expanded child protection index checks not later than sixty (60) days after the start date of the applicant's employment to the fullest extent permitted under applicable law after obtaining any necessary consents from the individual who are subject to the background checks.

8.5 Participation in Retirement Funds. The Organizer shall participate in any one of the following as required under Indiana Code § 20-24-6-7:

   a. The Indiana state teachers’ retirement fund in accordance with Indiana Code Article 5-10.4; or

   b. The public employees' retirement fund in accordance with Indiana Code Article 5-10.3; or

   c. Another employee pension or retirement fund.
SECTION IX. PHYSICAL PLANT

9.1 Applicable Law. As a Prior Action, the Organizer shall identify a location for the Charter School and develop facilities for the Charter School that comply with: (a) all applicable law, including building, fire and safety, and zoning and land use codes for school use; (b) this Charter Agreement; and (c) the Application.

9.2 Material Changes. The Organizer shall notify the Authorizer immediately as to any of the following:

   a. any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance;

   b. any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; or

   c. any proposal to move the Charter School from its current facility to another or from its current location to another.

9.3 Construction of Facility. As required under Indiana Code § 20-24-7-7, if the Organizer uses public funds for the construction, reconstruction, alteration, or renovation of a public building, then bidding and wage determination law, and any other law relating to such projects shall apply.

SECTION X. BUDGET, FINANCIAL PLANS, AND AUDITS

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

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

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

10.4 Acquisition of Real and Personal Property. The Organizer may, for educational purposes, acquire real and personal property or an interest in real and personal property by purchase, gift, grant, devise, or bequest.

10.5 No Tuition. The Organizer shall not charge tuition for any student, except that it may charge for preschool or before-and-after-school programs, unless prohibited under applicable law.

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

SECTION XI. INSURANCE; INDEMNIFICATION
11.1 Insurance. The Organizer shall maintain as a Prior Action a schedule of insurance as specified by the Authorizer.

11.2 Indemnification. The Organizer indemnifies and holds Nineveh-Hensley-Jackson United School Corporation officers, employees, counsel, consultants, agents, representatives (including Nineveh-Hensley-Jackson United School Corporation School Board) and those acting on behalf of Nineveh-Hensley-Jackson United School Corporation officers, employees, counsel, consultants, agents and representatives harmless from any claim, action, expense (including attorneys' fees), damage, and liability, arising out of, connected with, or resulting from the Organizer's operation of the Charter School, including:

a. the negligence, recklessness, intentional wrongful act, misconduct or culpability of the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, employees, agents, or representatives;

b. an act by the Organizer and those acting on behalf of the Organizer as officers, employees, agents, or representatives that would serve as a basis for the Authorizer's revocation of the Charter pursuant to Paragraph 16.4 of this Charter Agreement;

c. any failure by the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, employees, agents, or representatives;

d. the hiring, supervision, or discipline of any officer, employee, agent, representative, volunteer, or student of the Organizer, the governing body of the Charter School, or the Charter School, and those acting on behalf of these entities as officers, employees, agents, or representatives;

e. the obligations of the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, employees, agents, or representatives under the United States Constitution, the Indiana Constitution, and applicable law;

f. the infringement of patent or other proprietary rights by the Organizer, the governing body of the Charter School, or the Charter School and those acting on behalf of these entities as officers, employees, agents, or representatives in any material, process, machine, or appliance used in the operation of the Charter School;

However, the Organizer shall have no liability for any claim, action, expense (including attorneys' fees), damage, and liability, to the extent the claim, action, expense (including attorneys' fees), damage, and liability results from the Authorizer's or its officers', employees', counsel's, consultants', and those acting on behalf of the Authorizer's officers, employees, counsel, consultants' gross negligence or willful misconduct.

11.3 Surviving Provisions. Notwithstanding the expiration, non-renewal, or revocation of this Charter Agreement, the Organizer agrees that the insurance coverage requirements required under Paragraph 11.1 of this Charter Agreement, and the duty to indemnify described in Paragraph 11.2 of this Charter Agreement, shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from the operation of the Charter School until such claim, action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.

11.4 Notice of Potential Claims. Authorizer agrees that upon receipt of a notice of claim or action,
arising out of, connected with, or resulting from the Organizer's operation of the Charter School, including the activities listed in Paragraph 11.2, the Authorizer will notify the Organizer promptly. A failure to notify Organizer within a reasonable time period after receiving notice of said claim or action shall invalidate the Organizer's indemnification duties herein. The Authorizer agrees to cooperate with Organizer in the defense of such claim or action.

SECTION XII. TRANSPORTATION PLAN

12.1 The Organizer, as applicable, shall develop, implement, and maintain as a Prior Action a Transportation Plan that provides for safe, reasonably accessible transportation for all students attending the Charter School.

SECTION XIII. DISCIPLINE AND SAFETY PROGRAM

13.1 Discipline; Student Rights; School Safety. The Organizer shall develop, implement, and maintain as a Prior Action a school safety plan, including a discipline plan, to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC § 6.1-2.25.

13.2 Expulsion or Involuntary Transfer. No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing the conduct and discipline of students.

SECTION XIV. DESEGREGATION ORDER

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

SECTION XV. COMPLIANCE ISSUES

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

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

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

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

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

15.6 Compliance with State and Federal Law; Inspection. Records provided by the Organizer to the Authorizer that relate to compliance by the Organizer with the terms of this Charter Agreement or applicable law are subject to inspection and copying pursuant to Indiana Code Chapter 5-14-3.

15.7 Open Door Law. The Organizer's operation of the Charter School is subject to the requirements of the Open Door Law governing public meetings pursuant to Indiana Code Chapter 5-14-1.5.

15.8 Criminal History Information. The Organizer shall establish and implement a policy for conducting criminal history background checks in its operation of the Charter School that is consistent with Indiana Code.

15.9 Inspection; Certification. In addition to any requirements set forth in this Charter Agreement, the Authorizer may designate the Authorizer's representatives to enter the premises of the Charter School during or outside of school hours, on a scheduled or unscheduled basis, to monitor whether the Organizer is operating the Charter School in compliance with applicable law and with the terms and conditions of this Charter Agreement. To the extent permitted under applicable law, the Organizer shall maintain the following information at the Charter School and make it available to the Authorizer upon request no later than the second (2nd) business day following such request; or, if the information has not yet been disclosed by a third party, as soon as practicable with the exercise of due diligence on the part of the Organizer:

a. the Organizer's Articles of Incorporation;

b. the Organizer's bylaws;

c. Board policies;

d. current and former Board members;

e. the Organizer's enrollment and admissions process for the Charter School;

f. a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, school corporation in which the student resides, names and addresses of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law, the Application, the Performance Framework, and this Charter Agreement; and documentation of a student's suspension or expulsion (if applicable);

g. a list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, employee identification number, birth date, address, compensation, evidence of certification to teach or progress toward certification to teach (if applicable), documentation of termination or resignation (if applicable);

h. evidence of insurance;

i. leases;
j. documentation of loans and other debt of the Organizer related to Charter School;

k. detailed accounting of school expenditures and sources of income received that are current through the preceding month, within twenty (20) days after the last day of such month; and

l. copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School.

15.10 **Notice of Litigation.** The Organizer shall notify the Authorizer within five (5) business days of either the Charter School or any member of the School Board (acting in his or her capacity as a member of the School Board) being named as a plaintiff or defendant in any court proceeding or as the subject of any administrative enforcement proceeding arising from the operation of the Charter School.

**SECTION XVI. TERM, REVIEW, RENEWAL, AND REVOCATION**

16.1 **Term.** The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the seventh (7th) school year of the Charter School. Per IC 20-24-4-1. The Authorizer will receive the lesser of the following: 3% from the tuition allocation based on total enrollment or whatever an authorizer is permitted by law to receive from the tuition allocation based on total enrollment.

16.2 **Performance Review.** The Authorizer shall review the Organizer’s performance no less frequently than annually, with the content and scope of each review to be determined by the Authorizer. As part of the overall review process, the Authorizer shall review the Organizer’s performance in operating the Charter School, including methodology for gauging the progress of the Charter School in achieving the educational mission and goals incorporated in the Application, this Charter Agreement, and the Performance Framework.

16.3 **Renewal.** The Charter and this Charter Agreement may be renewed or not renewed, solely at the discretion of the Authorizer. In considering any renewal, the Authorizer may request the Charter Schools Director to review the Organizer’s performance in operating the Charter School, including the progress of the Charter School in achieving the academic goals set forth in the Application, and the Performance Framework. In addition, the Organizer may choose not to renew the Charter and shall communicate its intent to not seek renewal of the Charter to the Organizer in writing by September 1st of the final charter year.

16.3.1 **Renewal Application.** Not later than October 1 in the year in which the charter school seeks renewal of a charter, the governing board of a charter school seeking renewal shall submit a renewal application to the charter authorizer under the renewal application guidance issued by the authorizer, and the guidance must include the performance criteria that will guide the authorizer’s renewal decisions.

1. The renewal application process must, at a minimum, provide an opportunity for the charter school to:
   a. present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal;
   b. (ii) describe improvements undertaken or planned for the charter school; and
   c. (iii) detail the charter school’s plans for the next charter term.
2. Set forth the methods by which the charter school will be held accountable for achieving the educational mission and goals of the charter school, including the following:
   a. Evidence of improvement in:
      i. assessment measures, including the ISTEP and end of course assessments;
      ii. attendance rates;
      iii. graduation rates (if appropriate);
      iv. increased numbers of Core 40 diplomas and other college and career ready indicators including advanced placement participation and passage, dual credit participation and passage, and International Baccalaureate participation and passage (if appropriate);
      v. increased numbers of academic honors and technical honors diplomas (if appropriate);
      vi. student academic growth;
      vii. financial performance and stability; and
      viii. governing board performance and stewardship, including compliance with applicable laws, rules and regulations, and charter terms.
   b. Evidence of progress toward reaching the educational goals set by the organizer.

3. Describe the method to be used to monitor the charter school's:
   a. compliance with applicable law; and
   b. performance in meeting targeted educational performance.

4. Describe specific operating requirements, including all the matters set forth in the application for the charter.

5. Specify a date when the charter school will:
   a. begin school operations; and
   b. have students attending the charter school.

The authorizer shall make a final ruling on the renewal application not later than March 1 after the filing of the renewal application. The March 1 deadline does not apply to any review or appeal of a final ruling. After the final ruling is issued, the charter school may obtain further review by the authorizer of the authorizer's final ruling in accordance with the terms of the charter school's charter and the protocols of the authorizer.

16.4 Grounds for Revocation. The Charter and this Charter Agreement may be revoked by the Authorizer at any time before the expiration of the term if the Authorizer determines that one (1) of the following has occurred:

   a. the Organizer fails to fulfill any of its obligations in this Charter Agreement;
   b. the Organizer violates any of its representations in this Charter Agreement;
   c. the Organizer fails to comply with any of the terms and conditions set forth in this Charter Agreement;
   d. the Organizer fails to commence Charter School operations or have students in attendance at the Charter School in accordance with Section 7;
   e. the Organizer fails to meet the educational goals of the Charter School set forth in the
Application, the Accountability Plan, or this Charter Agreement;

f. the Organizer fails to comply with the U.S. Constitution, the Indiana Constitution, or applicable law;

g. the Organizer fails to use the accounting principles required under applicable law;

h. the Authorizer has cause to believe the health or safety of students attending the Charter School may be in jeopardy; or

i. the Organizer files for bankruptcy or becomes insolvent.

16.5 Cause for Revocation; Notice. If the Authorizer becomes aware of circumstances that may provide cause for revocation of the Charter as set forth under Paragraph 16.4, the Authorizer shall provide the Organizer with written notice of such circumstances and state a date, which shall not be less than fifteen (15) business days from the date of such notice, by which time the Organizer must respond in writing (a) showing cause why the Charter should not be revoked or (b) proposing to cure the condition.

16.6 Non-Renewal, Revocation, or Expiration. If the Charter is not renewed, is revoked, or expires:

a. the Organizer shall follow the procedures set forth in the Charter School Closure Plan (hereinafter referred to as “Closure Plan”);

b. the Organizer shall be responsible for winding down the operations of the Charter School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the Charter School; under no circumstances, shall Nineveh-Hensley-Jackson United School Corporation officers, employees, agents, or representatives acting on behalf of Nineveh-Hensley-Jackson United School Corporation officers, employees, agents and representatives, be responsible for such obligations; and

c. the Organizer shall cooperate with the Authorizer to affect the orderly closing of the Charter School and shall comply with all applicable laws.

SECTION XVII. REPORTING REQUIREMENTS

17.1 Master Calendar of Reporting Requirements. The Authorizer 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 Authorizer as required hereunder and the dates by which such reports shall be submitted (the "Master Calendar").

17.2 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.

17.3 Monthly Report. The Organizer shall submit to the Authorizer by the fifteenth (15th) day of the following month any of the following that apply and, if none of the following applies, the Organizer shall submit written notification to the Authorizer to that effect:
a. a list of students expelled during the month;

b. headcount/enrollment report;

c. documentation of changes in (i) the Organizer's certificate of occupancy for the Charter School's physical plant or (ii) other health and safety-related certifications or permits;

d. applications, filings, or Internal Revenue Service determinations related to seeking and maintaining the Organizer's tax-exempt status;

e. applications, filings, or state determinations related to seeking and maintaining the Organizer's not-for-profit corporation status;

f. lists and contact information of any individuals leaving or joining the Board;

g. lists and contact information of any individuals who are resigning from or expecting to hold a leadership position in the operation of the Charter School, including any administrative position;

h. documentation of any non-compliance by Organizer with this Charter Agreement or applicable law relating to the operation of the Charter School; and

i. any conflict of interest issues that arose under Paragraph 3.4 and the resolution of such issue, if any.

17.4 Quarterly Reports. The Organizer shall submit the following to the Authorizer within forty-five (45) days after each quarter of each Accounting Year:

a. financial statements prepared in accordance with the accounting standards of the State Board of Accounts;

b. testing and academic gains report;

c. a certification that the Organizer has operated the Charter School in compliance with this Charter Agreement and applicable law during the previous quarter, except as otherwise noted.

17.5 Annual Report. As required under Indiana Code 20-24-9-1, the Organizer shall submit an annual report to the Department containing the information set forth in Indiana Code 20-24-9-2 in addition to any other data required by the Authorizer or that the Department and local school districts require under applicable law. The Organizer shall provide a copy of the annual report that it submits to the Department to the Authorizer.

17.6 Performance Report. As required by Indiana Code § 20-24-9-6, the Organizer in cooperation with the Authorizer, shall publish a performance report not earlier than March 15 or later than March 30 that provides the information required under Indiana Code § 20-20-8-8. The Organizer shall provide a copy to the Authorizer of its performance report.
17.7 Other Reports.

a. Accounting.

i. By June 1 during the calendar year of the Effective Date, the Organizer shall submit to the Authorizer an initial statement prepared by an independent, certified public accountant licensed in the state of Indiana to the effect that the Organizer has adopted proper internal financial and accounting controls, and a plan to address any deficiencies noted in the accountant's statement.

ii. Within six (6) months after the end of each Accounting Year during the term of this Charter Agreement, the Organizer shall submit to the Authorizer financial statements prepared in accordance with the unified accounting system prescribed by the State Board of Education and State Board of Accounts and audited by an independent, certified public accountant.

iii. The Organizer shall also submit to the Authorizer the audit of the Organizer's financial statements performed by the State Board of Accounts as required under Indiana Code § 20-24-8-5(1) as soon as it is available; and, to the extent that such audit is submitted in a timely fashion, the Authorizer may waive, in writing, the requirement to submit audited financial statements as set forth in Subparagraph (ii).

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

i. documentation of the Charter School's recruiting and admission process for the upcoming school year, no later than two months prior to the student admission lottery;

ii. the projected budget no later than June 1 prior to the upcoming Accounting Year;

iii. the school calendar no later than July 1 prior to the commencement date of the upcoming school year; and

iv. the projected student enrollment no later than July 1 prior to the commencement date of the upcoming school year, specifying expected number of students by grade level and school corporation of record.

c. Enrollment Report. Not later than the date established by the Department for determining average daily enrollment, the Organizer shall submit to the Department, with a copy to the Authorizer, any information required.

d. Additional Information. The Organizer shall submit any additional reports (or supplements to any of the reports herein) as set forth in the Accountability Plan or requested by the Authorizer.

17.8 Public Inspection. The Authorizer may make any of the reports herein available for public inspection, to the extent permitted under applicable law.
SECTION XVIII. GENERAL PROVISIONS

18.1 Notice. All notices, reports, and other documents covered by this Charter Agreement and required to be sent to one of the parties shall be in writing and shall be delivered by electronic mail, hand or by U.S. Certified Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this paragraph:

*If to the Authorizer:*

Nineveh-Hensley-Jackson United School Corporation  
Attention: Dr. Timothy Edsell, Superintendent  
802 South Indiana Creek Drive  
Trafalgar, Indiana 46181

*If to the Organizer:*

Indiana Agriculture & Technology Academy  
Attention: Keith A. Marsh, Executive Director/CAO  
1982 S. Morgantown Road  
Morgantown, Indiana 46160

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

18.3 Waiver. No waiver of any breach of any provision of this Charter Agreement shall be held as a waiver of any other or subsequent breach.

18.4 Counterparts. This Charter Agreement may be signed in counterparts, which together shall constitute the original Charter. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

18.5 Amendment. This Charter Agreement may be amended only by a written instrument executed by the Organizer and the Authorizer.

18.6 Severability. In the event that any provision of this Charter Agreement, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Charter Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Charter Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. To the extent that any of the statutory or regulatory provisions referenced in this Agreement are repealed, the parties will not have an obligation pursuant to this Agreement comply with the repealed provisions.

18.7 Entire Agreement. This Charter Agreement supersedes and replaces all prior agreements and understandings between Nineveh-Hensley-Jackson United School Corporation and their officers, employees, counsel, consultants, agents, representatives, and those acting on behalf of Nineveh-Hensley-Jackson United School Corporation officers, employees, counsel, consultants, agents, and representatives)
and the Organizer (or the Organizer's duly authorized representatives).

18.8 Construction. This Charter Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Charter Agreement.

18.9 Disputes. The Organizer and Authorizer shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. This provision shall not apply to the Authorizer's revocation rights under Paragraph 16.4 of this Charter Agreement.

18.10 No Third-Party Beneficiary. Nothing in this Charter Agreement, either expressed or implied, shall be construed to give any non-party any legal or equitable rights hereunder.

18.11 Assignment. The Organizer may not transfer or assign any of its rights or obligations under this Charter Agreement without the amendment of this Charter Agreement.

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

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

18.14 Surviving Provisions. In addition to the surviving terms and conditions set forth in Paragraph 11.3 of this Charter Agreement, Paragraphs 3.5, 16.6, 18.9, and 18.10 of this Charter Agreement shall also survive the expiration, non-renewal, or revocation of this Charter Agreement.

18.15 Report Due Dates. If an Organizer is obligated to provide reports or other information on a date that falls on a holiday or weekend, the Organizer may provide such reports or other information on the next business day after the holiday or weekend.
IN WITNESS WHEREOF, the parties hereto have executed this Charter School Agreement as of the dates indicated below.

John R. Curtis, Board President
Indiana Agriculture & Technology School
Date:

Bradford N. Barkley, Board Treasurer
Indiana Agriculture & Technology School
Date:

Dr. Timothy Edson, Superintendent
Nineveh-Hensley-Jackson United School Corp.
Date:

Mr. Greg Waltz, School Board President
Nineveh-Hensley-Jackson United School Corp.
Date:

ATTEST:

Andrew Cline, Assistant Superintendent
Nineveh-Hensley-Jackson United School Corp.
Date:

(Exhibits A, B, C and D to follow.)
EXHIBIT A

PRIOR ACTIONS

Pursuant to Paragraph 2.3 of the Charter Agreement, the Organizer has agreed that it shall not provide instruction to any student attending the Charter School until and unless: (a) the Organizer issues a written statement to the Charter Schools Director, attesting to the Organizer's substantial completion in a timely manner, of all Prior Actions; and, (b) the Charter Schools Director shall have confirmed in writing the substantial completion of such Prior Actions. The Prior Actions required of the Organizer are as set forth in this Exhibit, and shall be completed during the calendar year of the start of the first year of operation in the time periods set forth hereunder.

SECTION 1. REQUIRED PRIOR ACTIONS

1.1 Accountability Plan. The Organizer shall set forth a specific, detailed plan for implementation of the Accountability Plan. The plan must include financial budgets that accurately reflect that all required tasks will/can be accomplished prior to school start-up or in accordance with the Accountability Plan Calendar. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed plan. The Organizer shall submit its proposed Implementation Plan to the Authorizer prior to the proposed commencement of the Charter School’s first school year.

1.2 Insurance.

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

Commercial General Liability: $1,000,000 per occurrence; $2,000,000 aggregate

NOTE: SUCH COMPREHENSIVE GENERAL LIABILITY INSURANCE MUST EXPRESSLY COVER CORPORAL PUNISHMENT LIABILITY AND ATHLETIC PARTICIPATION MEDICAL COVERAGE.

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

Sexual Abuse Liability: $1,000,000

NOTE: SEXUAL ABUSE LIABILITY MUST BE A SEPARATE POLICY OR A SEPARATE COVERAGE PART WITH LIMITS INDEPENDENT OF OTHER COVERAGE PARTS IN THE GENERAL LIABILITY POLICY.

Automobile Liability: $1,000,000 combined single limit

Umbrella (Excess Liability): $3,000,000 per occurrence; $3,000,000 aggregate
NOTE: THE UMBRELLA POLICY MUST INCLUDE COMMERCIAL GENERAL LIABILITY, DIRECTORS' AND OFFICERS' LIABILITY/EDUCATORS' LEGAL LIABILITY/EMPLOYMENT PRACTICES LIABILITY, AUTOMOBILE LIABILITY AND SEXUAL ABUSE LIABILITY.

Workers Compensation Liability: (As required by Indiana law)

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

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

1.3 Comprehensive Special Education Plan. The Organizer shall set forth a comprehensive special education plan that complies with applicable law. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed comprehensive special education plan. The Organizer shall submit its proposed comprehensive special education plan to the Authorizer prior to the commencement of the Charter School's first school year.

1.4 Financial Plan. The Organizer shall set forth an updated seven-year financial plan, including a detailed budget identifying required start-up costs associated with the Charter Application and the associated Accountability Plan and a cash flow plan identifying the sources of funds that will be available to pay start-up costs and costs of operations prior to receipt of funds from the State of Indiana and local public-school corporations. The Financial Plan shall also include an initial statement prepared by an independent, certified public accountant to the effect that the Organizer has adopted proper internal financial and accounting controls, and a plan to address any deficiencies noted in the accountant's statement. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed financial plan. The Organizer shall submit its proposed financial plan, including the statement prepared by the independent, certified public accountant, to the Authorizer prior to the proposed commencement of the Charter School's first school year.

1.5 Curriculum. The Organizer shall set forth a detailed, specific curriculum, which shall serve as the basis for educating students who attend the Charter School. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed
curriculum. The Organizer shall submit its proposed curriculum to the Authorizer prior to the proposed commencement of the Charter School’s first school year.

1.6 **Transportation (If Applicable).** The Organizer shall set forth a specific, detailed plan for transporting students that attend the Charter School. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed process and administration of the Organizer’s transportation plan. The Organizer shall submit its proposed transportation plan to the Authorizer prior to the proposed commencement of the Charter School’s first school year.

1.7 **School Safety Plan.** The Organizer shall set forth a detailed, specific school safety plan. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC § 6.1-2-2.5. Before this Prior Action shall be deemed substantially completed, the Authorizer shall review and approve the proposed school safety plan. The Organizer shall submit its proposed school safety plan to the Charter Schools Director prior to the proposed commencement of the Charter School’s first school year.

1.8 **Escrow Account for Dissolution.** The Charter School agrees to establish an escrow account of no less than Thirty Thousand Dollars ($30,000.00) to pay for legal, wind down of operations and audit expenses that would be associated with a dissolution should it occur. The Charter School may provide for the full amount in its first-year budget, or provide for a minimum of Ten Thousand Dollars ($10,000.00) per year for the first three of its charter term. The Charter School’s failure to provide for a minimum of Ten Thousand Dollars ($10,000.00) by December 31st in each of the first three years of its charter term, beginning with the first year of instruction, shall be deemed a material violation of this Charter Agreement.

1.9 **Staffing Plan.** The Organizer shall set forth a detailed, specific school staffing plan and an associated budget that implements requirements detailed in the Accountability Plan.

1.10 **Technology Plan.** The Organizer shall set forth a detailed, specific school technology plan and an associated budget that implements requirements detailed in the Accountability Plan.

1.11 **School Calendar.** The Organizer shall set forth a detailed, specific school calendar that implements requirements detailed in the Accountability Plan, including, but not limited to:

a. an academic calendar

**SECTION 2. FAILURE TO COMPLETE PRIOR ACTIONS**

2.1 If the Organizer does not substantially complete any of these Prior Actions in a timely manner, the Authorizer shall be permitted to exercise revocation rights under Paragraph 16.4(c.) of the Charter Agreement, subject to the notice and cure provisions set forth under Paragraph 16.5 of the Charter Agreement.

**SECTION 3. REQUIREMENTS FOR CONTRACTING WITH EDUCATIONAL SERVICE PROVIDERS**

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3.1 If, at any time, the Organizer intends to enter into a contract or make any modifications or amendments to an existing contract (hereinafter referred to, together, as the "Service Contract") with an educational service provider (hereinafter referred to as the "ESP"); defined as any third party organization that will manage or operate the Charter School or provide any substantial portion of the managerial or instructional staff to the Charter School on a fee basis and pursuant to a fee-based contract, all of the following requirements must first be met by the Organizer:

3.1.1 Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Contract") without first submitting such Service Contract to the Authorizer for review and approval. The Charter School shall further incorporate within its bylaws, or duly establish pursuant to such bylaws, procedures for the termination of the Service Contract as provided herein. The bylaws may not be amended in any material respect without the prior written approval of the Board of Directors, such approval not to be unreasonably withheld, and in no event, can they conflict with any term of the Charter or applicable law. In seeking modification of the bylaws, the Organizer shall submit to the Board of Directors a duly approved resolution of the Charter School board setting forth the proposed material changes to the Bylaws.

3.1.2 Submission of Service Contract. The Service Contract shall be approved by the Authorizer prior to its execution by the parties. If the Authorizer determines that the Service Contract does not comply with (a) the provisions set forth in this Exhibit, (b) applicable law, or (c) the Charter Agreement generally, or otherwise is against public policy, then the Authorizer shall notify the Organizer within forty (40) days of receipt, stating the bases for objecting to the Service Contract. In such event, the Organizer shall not enter into the Service Contract unless and until the deficiencies noted by the Authorizer have been remedied and approved.

3.1.3 Required Terms of Service Contract. The Service Contract shall include, in substance, the following terms:

a. The Service Contract shall be subject to, and shall incorporate by reference, the terms, and conditions of the Charter Agreement. No provision of the Service Contract shall interfere with the Organizer's ability to perform its obligations under the Charter Agreement. The Organizer shall at all times remain legally responsible to the Authorizer for the operations and management of the Charter School and for ensuring that the terms and conditions of the Charter Agreement are satisfied.

b. The Service Contract shall specify a reasonable fixed term, not to exceed the term of the Charter, and shall be terminable in accordance with its bylaws or other established termination procedures, as follows: (i) at any time by the mutual written agreement of the Organizer and the ESP; (ii) by the Organizer, upon any material breach of the Service Contract by the ESP; (iii) by the Organizer, if the Service Contract or its implementation would serve as grounds for revocation under the Charter Agreement, would jeopardize the tax exempt or not-for-profit status of the Organizer, would create adverse tax consequences for the Organizer, or would cause the Organizer to be in violation of applicable law; or (iv) by the Organizer or ESP, upon such other grounds as are specified by the Service Contract.

c. The ESP shall furnish all information relating to its contract with the Organizer that is deemed necessary by the Organizer or the Authorizer (i) to fulfill the Organizer's reporting requirements under the Charter, (ii) for the Authorizer's proper oversight of
the Charter School operations, and (iii) as otherwise required under applicable law or the Charter Agreement. The ESP shall prepare this information in accordance with the uniform accounting principles prescribed by the State Board of Education and State Board of Accounts, or in such other form as may be required under applicable law or the Charter Agreement.

d. All ESP employees, contractors of the ESP, or employees of contractors of the ESP who have direct, ongoing contact with children at the Charter School within the scope of their employment, shall be subject to criminal background check requirements to the same extent as employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of their employment.

e. The ESP shall comply with all applicable law and the terms and conditions of the Charter Agreement.

f. The Organizer shall be the recipient of all public funds that are disbursed to fund the operations of the Charter School and all other funds to which the Charter School or the Organizer is entitled.

g. The ESP shall comply with all requirements, terms and conditions established by any federal or state funding source.

h. The Service Contract shall, in its entirety, be consistent with the Organizer's status as a nonprofit entity under the Internal Revenue Code or applicable state law, including but not limited to any applicable provisions prohibiting or restricting private benefit or private incurrence.

i. The Organizer's board of directors (hereinafter referred to as the "Board") shall be structurally independent of the ESP and shall set and approve broad school policies, such as the budget, curriculum, student conduct, school calendars, and dispute resolution procedures.

j. Notwithstanding any provision to the contrary in the Charter Agreement, Application, or Bylaws, in no event shall the Board, at any time, be comprised of voting members of whom more than forty-nine percent (49%) are directors, officers, employees, agents or otherwise affiliated with the ESP.

k. The Service Contract shall not require the ESP's name to be included in or attached to the name of the Charter School.

3.1.4 Areas to be Addressed in Service Contract. The Service Contract shall address the following issues:

a. The Service Contract shall clearly delineate the respective roles and responsibilities of the ESP and the Organizer in the management and operation of the Charter School.

b. The Service Contract shall identify whether individuals who work at the Charter School are employees of the Organizer or of the ESP; or, if employment status will vary from employee to employee, shall set forth a process for determining whether the individual is an employee of the Organizer or of the ESP.
c. The Service Contract shall set forth procedures that are consistent with applicable law for determining whether assets purchased for use at the Charter School are owned by the Organizer or the ESP.

d. The Service Contract shall identify the procedures that the Organizer shall use to monitor and oversee the ESP.

e. The Service Contract shall specify the methodology for calculating the ESP's compensation, including all amounts to be paid to the ESP by the Organizer, whether as contract payments, lease payments, management fees, administrative fees, licensing fees, expenses, claims on residual revenues, or any other amounts payable to the ESP. The total amount to be paid to the ESP by the Organizer and/or any third party, including students, parents, or other organizations, under the Service Contract shall be reasonable, market rate, and commensurate with the services provided by the ESP. Compensation arrangements that grant the ESP the Organizer's or Charter School's annual operating surplus, give the ESP a percentage of all the Organizer's or Charter School's revenues, or include bonuses or incentives, must be designed in accordance with any applicable law and Internal Revenue Service guidance.

f. The Service Contract shall define the services that the ESP will provide to the Organizer.

g. The Service Contract shall provide documentation related to all loans to, or investments in the Charter School by, the ESP. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the ESP's expected return on equity.

3.1.5 Contact Information. The Organizer shall provide the Authorizer with contact information for the ESP employee or employees who will be primarily responsible for providing services under the Service Contract.

3.1.6 Conflict of Interest. Any Board member, officer of the Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (hereinafter referred to, together, as "Interested Person"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a two percent (2%) ownership position, which has any direct or indirect financial interest in the ESP must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest and may be given the opportunity to disclose facts material to that interest to the Board or committee. For purposes of this provision, a "financial interest" shall include any current or potential ownership interest in, investment interest in, or compensation arrangement with the ESP. For purposes of this provision, the term "family member" shall include any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board or committee (i.e., all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.
3.1.7 **Negotiation of Service Contract and Legal Counsel.** The Service Contract shall be developed and finalized by the Organizer and the ESP through arm's length negotiations in which the Organizer shall be represented by legal counsel. Such legal counsel shall not also represent the ESP.

3.1.8 **Board Approval.** The Board shall formally approve the Service Contract with a majority vote.
EXHIBIT B
APPLICATION
Nineveh-Hensley-Jackson
United School Corporation

REQUEST FOR PROPOSAL

For

Indiana Agriculture & Technology School

Opening in the 2018-2019 School Year

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PROPOSAL COVER SHEET & ENROLLMENT PROJECTION

Primary Contact. Identify the primary point of contact for your team. This individual will serve as the contact for all communications, scheduling, and notices regarding your application.

Note: As with all aspects of your application, names and contact information of the Primary Contact will become public information.

Primary contact person: Keith A. Marsh & Tony Smarella

Mailing address: 1982 S. Morgantown Road

Street/ P.O. Box

Morgantown IN 46160

City State Zip

Phone: (Day) (317) 201-8734 (Evening) (317) 201-8734

Email address: 

Fax:

Primary contact for facilities planning: No facilities is required for this charter school.

Phone Number: N/A E-mail: N/A

Name of team or entity applying: Indiana Agriculture & Technology School

Names, roles, and current employment of all persons on applicant team (you may add lines as needed):

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Current Job Title and Employer</th>
<th>Position with Proposed School</th>
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</thead>
<tbody>
<tr>
<td>Keith A. Marsh</td>
<td>Consultant – A+ Educational Solutions</td>
<td>Executive Director-Chief Academic Officer</td>
</tr>
<tr>
<td>Tony Smarella</td>
<td>Consultant – Smarella Consulting</td>
<td>Executive Director-Chief Operations Officer</td>
</tr>
<tr>
<td>Allan Sutherlin</td>
<td>Management Consultant, CEO of Stakeholder International</td>
<td>Co-Founder</td>
</tr>
<tr>
<td>John Curtis</td>
<td>Managing Member, Network Venture Fund, LLC</td>
<td>Co-Founder</td>
</tr>
<tr>
<td>Lynn Black</td>
<td>CEO, Lynn Black Education Solutions, LLC</td>
<td>Consultant</td>
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</tbody>
</table>

Indiana Agriculture and Technology School Application 1
*Does this applicant team have charter school applications under consideration by any other authorizer(s) in the United States? □ Yes  □ No

If yes, complete the table below, adding lines as needed.

<table>
<thead>
<tr>
<th>State</th>
<th>Authorizer</th>
<th>Proposed School Name</th>
<th>Application Due Date</th>
<th>Decision Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

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

□ Yes  □ No

If yes, identify the authorizer(s):

Planned submission date(s):

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

Authorizer(s):

Submission date(s):

Provide the intended opening year for the proposed school.

<table>
<thead>
<tr>
<th>Opening Year</th>
<th>*Geographic Community</th>
<th>Opening Grades</th>
<th>Grade Levels at Full Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 - 2019</td>
<td>Entire state of Indiana. This is a virtual charter school.</td>
<td>7 – 12</td>
<td>Grades 7 - 12</td>
</tr>
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</table>

Model or Focus of Proposed School (e.g., Arts, College Prep, Dual-Language, etc.), if any:

Online Virtual School for grades 7 – 12 that will offer Dual Credit courses in high school, agriculture courses, and certification in various skill trades.

*Does the school expect to contract or partner with an Education Service Provider (ESP; i.e. Charter Management Organization or Education Management Organization) or other organization for school management/operation?

□ Yes  □ No

If yes, identify the ESP or other partner organization:

Indiana Agriculture and Technology School Application
* If the applicant intends to partner with an ESP or partner that has previous experience in operating a school, the applicant MUST use the RFP for Experienced Operators rather than this RFP version.

Proposed Principal/Head of School Information:

Name of proposed Principal/Head of School Candidate: Keith Marsh

Current employment: A+ Educational Services

Daytime phone: (317) 201-8734  Cell phone: (317) 201-8734

Email: kamarsh1@icloud.com

Name of proposed Principal/Head of School Candidate: Tony Smarella

Current employment: Smarella Consulting

Daytime phone: (317) 213-5495  Cell phone: (317) 213-5495

Email: tsmarrella@yahoo.com

School Enrollment Projection

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Planned Number of Students</th>
<th>Maximum Number of Students</th>
<th>Grade Levels Served</th>
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<tbody>
<tr>
<td>Year 1 (specify) 2018 – 2019</td>
<td>550</td>
<td>1000</td>
<td>7-12</td>
</tr>
<tr>
<td>Year 2 2019 – 2020</td>
<td>1000</td>
<td>1500</td>
<td>7-12</td>
</tr>
<tr>
<td>Year 3 2020 – 2021</td>
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<td>1750</td>
<td>7-12</td>
</tr>
<tr>
<td>Year 4 2021 - 2022</td>
<td>1500</td>
<td>2000</td>
<td>7-12</td>
</tr>
<tr>
<td>Year 5 2022 – 2023</td>
<td>2000</td>
<td>2500</td>
<td>7-12</td>
</tr>
<tr>
<td>At Capacity 2022 – 2023</td>
<td>2000</td>
<td>3000</td>
<td>7-12</td>
</tr>
</tbody>
</table>
SCHOOL NARRATIVE

School Overview

Mission
Indiana Agriculture & Technology School will focus on a creative and innovative agriculture/agribusiness focused high school education. The school will promote intellectual and personal development through professionally focused and formative learning opportunities, preparing students to succeed, lead, and serve. The school will provide student-centered services in a professional and compassionate manner, utilizing highly trained and committed staff to individualize educational strategies that will empower each student to succeed.

Vision
Indiana Agriculture & Technology School will strive to be recognized as a model of academic excellence, characterized as engaged, dynamic, growing, and adding value to the lives of its students, staff, and community and to become a laboratory for the development of best-practices in every aspect of online education.

Educational Need and Anticipated Student Population

Indiana Agriculture & Technology School will be dedicated to the success of all students who have not had their needs met in a traditional educational setting and dedicated to providing the services and educational programs using current technology necessary for these students to achieve academic and personal success, as well as to give them the opportunity to grow beyond the normal curriculum and confines of a traditional 7-12 school setting.

Applications for enrollment will be accepted until the count day or days as established by Indiana's Department of Education. In the unlikely event that there are more applicants than spaces, Indiana Agriculture & Technology School will comply with all portions of IC § 20-24-5 and select students by random drawing in a public meeting.

Indiana Agriculture & Technology School will offer enrollment to students in grades 7-12. In year one of the school’s operation, enrollment will be limited to a maximum of 1,000 students statewide. In subsequent years, enrollment will increase as detailed in the school proposal overview and enrollment projection. The school may increase the number of Student Support Centers based on student enrollment and where they are coming from geographically. Our growth projections are small because we want to be able to serve our students effectively and with a more individualized touch than traditional online schools.

Education Plan/School Design

The Board of Directors, administration, faculty, and staff of Indiana Agriculture & Technology School will accept these Guiding Principles and will establish a school of inclusion both in the instructional programs for all students, coupled with student and school accountability to foster
such standards. The Guiding Principles above will be woven into the school’s program as follows:

- Maintain the inclusive nature of the public-school system by enrolling all eligible students who submit a timely application;
- Offer a creative and innovative alternative to students who are motivated to pursue an Agriculture/agribusiness focused high school education;
- Provide a flexible, Core 40 based education using virtual online curriculum that is accredited;
- Provide and support an agribusiness centered elective educational program that prepares students for expanded involvement in agribusiness; and,
- Award our students for innovation, perseverance and completion of the program with an accredited and recognized diploma that enables pursuit of workforce, professional, and educational advancement.

A blended educational approach using virtual education and on-site, hands-on laboratory experience to produce highly qualified high school graduates, ready to pursue higher education and/or workforce opportunities.

1. Virtual, blended approach with direct Student Learning Advocate supervision supports learning styles that require flexible schedules, unique learning abilities and personal challenges.
2. Offers standard Core 40 classes and Agriculture and Agribusiness focused elective and cross over curriculum to address student interests.
3. Provides a working environment that addresses professional educator requirements and opportunities.
4. Offers an agriculture and technology focused program and campus that encourages community and public involvement.

Our Workforce Objectives
1. Establish a network of corporate and farming partners throughout the state that will provide internships, part time and full-time jobs for Junior and Senior year students who maintain academic standards and progress toward graduation.
2. Support and assist as needed the partners to ensure legal and business compliance.
3. Provide a placement support team that will work with students to ensure access to jobs.
4. Encourage and support students who plan post-secondary education including vocational options.

Agriculture is the key to Indiana’s economic foundation. It adds $25 billion to Indiana’s economy from farm, food and forestry products. Indiana agriculture has a dramatic $10 billion multiplier effect on local economies, which ends up as a ripple effect. For every dollar in direct wages and income from farm, food and forest workers, more than 2.5 times that amount flows into a local economy. More than 16 percent of Indiana’s workforce is connected to agriculture, with 245,000 jobs supported by agriculture.

Indiana is ranked 10th in national total agricultural production and is also in the top five for crop production, especially corn and soybeans. Livestock also plays a large part of Indiana
agriculture. It is ranked fifth in swine production, third in poultry. Source: Indiana Department of Agriculture

Workforce Demographics

- Aging Workforce -- the production agriculture industry has seen the average age of farm operators increase, an increase in off-farm occupations by farm operators, a decline in the amount of available farmland, and a growing spread in farming operation size. Since the 1987 Census of Agriculture, the average age of farm operators has been greater than 50 with Indiana’s average age at 55. A reason for this advanced age structure of farm operators is the farm’s status as the family home.

- The decline in operators under the age of 25 may be attributed to the fact that more farmers are pursuing a college education. Almost one-quarter of farmers today have graduated from college with a four-year degree or more, compared to only 4 percent of farmers in 1964. One reason why farm operators are pursuing higher education is to enhance their ability to adapt to the rapidly changing agricultural marketplace, adopt new farming techniques, and obtain nonfarm jobs.

Workforce Demand

- Agribusiness and Farm based jobs are expected to remain stable over the next decade but job demand will increase as the aging workforce retires or leaves the workforce.

- Indiana is helping to fuel a revolution in precision agriculture further transforming the Corn Belt to a new Tech Belt by offering data-driven solutions aimed at closing the global food gap. These initiatives will further increase demand for agriculture supported jobs.

- Of all the agricultural occupations, the top five highest paying were pesticide and other agriculture chemical manufacturing ($106,322), research and development in the physical engineering and life sciences ($82,171), commodity contracts brokerage ($69,246), food product machinery manufacturing ($64,387), and agricultural implement manufacturing ($60,487).

(Indiana Business Research Center at IU’s Kelley School of Business)
These key indicators point to demand for agriculture jobs, many will be highly paid as agriculture remains an important and growing sector of our state economy.

The teaching and learning strategies at Indiana Agriculture & Technology School are designed to support academic achievement and social competence, and the school will incorporate diverse educational best practices that support individual development and academic success, such as School-wide positive behavior support systems. The school will also reflect on the social development approach that combines youth engagement activities that serve to build school and program bonds with a strong, research-supported academic curriculum, academic enrichment services, counseling, career preparation, life skills training (career readiness program), and other strategies that support academic achievement and responsible youth development.

The success of the Indiana Agriculture & Technology School educational model will ensure that this school’s students will have access to the highest quality online curriculum and the internationally acclaimed instructional practices that focus on the individualized learning
needs of all students. Continuous communication between the school's faculty, administration, parents, and students will create an environment where all students have the support needed to achieve academic success.

Indiana Agriculture & Technology School will create, as the most important aspect of its mission and vision, a student-centered learning environment that places the student and his or her success and well-being at the center of all activities and efforts. Every student will be assigned to a Student Learning Advocate, who is an Indiana certified teacher, who will fill the roles of mentor, learning coach, and guidance counselor. The Student Learning Advocate will maintain a minimum of weekly contact with the student and his or her family, assist the student in choosing appropriate courses, monitor attendance and academic progress, and be available to meet with the student and family at one of the school's Student Support Centers. This multi-layered approach to student support has documented results in increasing student achievement.

The role of Student Learning Advocate is key to the success of the student and the school's mission. In addition to the duties already described, the Student Learning Advocate is expected to perform the following:

1. Have a thorough understanding of EDGenuity and any other curricula in use.
2. Maintain accurate records for each student under their supervision. Graduation check lists should be prepared for each high school student working directly with the school's Guidance Director as soon as possible and are to be updated as the student completes courses.
3. Monitor each student's progress every week or more often, if needed.
4. Students are to be contacted weekly, although some students may require more frequent contact. Accurate call logs must be kept and updated daily. This can be done via email, phone, and face to face.
5. Respond to all emails and/or phone calls within 24 hours and document all phone conversations with any student or parent.
6. Develop an accurate email list so that information can be shared with families as needed. All mass emails should be sent as blind carbon copies as many families do not like their email addresses to be shared with others.
7. Direct students to NWEA testing prior to ordering courses.
8. Maintain an up-to-date GENIUS page. Your GENIUS page should include a section where families can retrieve important documents and a section with the SLA contact information. You will use this page to post important announcements and as a major method of communication with your families.
9. Write letters of recommendation and providing SAT and ACT information and/or referring students to the guidance department.
10. Remind families to fulfill all course requirements.
11. Insure each senior has completed all graduation requirements.
12. Prepare students for taking all state-mandated tests.
13. Check each student's attendance and course progress prior to the weekly contact with the student and/or parent.
In addition, the Student Learning Advocate is responsible for the initial telephone call to the student and parent/guardian. During this call, the Student Learning Advocate will:

1. Discuss the results of the screening and transcript review as well as the graduation checklist where appropriate.
2. Explain log in procedures for accessing the student's courses.
3. Advise the student and parent/guardian on course selection.
4. Assist if needed with school issued technology and equipment.
5. Ensure that the student and parent has a copy of the Student/Parent Handbook.
6. That they have signed all the required forms for enrollment.

Thus, prior to the student beginning his or her coursework, the Student Learning Advocate will have developed a Personal Learning Plan for each student that includes all the items detailed above.

The collection of student performance data will begin at the admission’s process. A reading and math assessment will be administered to the student, and initial results will serve as a baseline to determine learning needs and measure student growth. Student reading and math level assessments will be reviewed and results of all components of these assessments will be shared with the students and parents as the student’s course of study and class schedules are formulated. The school will implement universal screenings to be administered to all students in grades 7-12 three times a year, the first as a part of the admissions process. Using NWEA (Northwest Educational Assessment), students will be screened to determine accuracy of grade placement, course placement, and the possibility of providing academic assistance to students who are struggling or performing below expectations. The following is a detailed explanation of both instruments:

**NWEA – Northwest Educational Assessment**

NWEA is a comprehensive, valid, and reliable web-based assessment that diagnostically assesses a student’s academic growth and learning needs, professional development that fosters educators’ ability to accelerate student learning, and research that supports assessment validity and data interpretation.

School achievement data will be reported on a quarterly basis along with annual reports, which will include the school’s progress on state report cards, as well as reporting requirements, specific at-risk research based accountability measures along with reports related to academic achievement.

With its unique integration of technology and individualized educational programs, Indiana Agriculture & Technology School will:

- **Improve student learning** as quantified in the goals and objectives, utilizing the methodologies detailed in this application.
- **Increase learning opportunities for students**, particularly those not currently well- served or for whom online learning is the most appropriate choice.
• **Encourage the use of a variety of productive teaching methods**, including cutting edge applications of technology to meet very specific student learning needs.

• **Establish new forms of accountability for schools** by using very detailed student learning data to guide instructional decisions while providing unprecedented transparency in the teaching and learning process.

• **Create new professional opportunities for Student Learning Advocates**, who are at the very center of Indiana Agriculture & Technology School education model.

• **Assist all students in reaching academic excellence** through a focus on improved achievement for students who are otherwise not thriving in the state’s public or private education system.

**Additional Assessments**

All students will take the NWEA assessments three times per year as a part of the universal screening program. Additional assessments may be utilized as needed for ELL students, students with disabilities, gifted students, or any student deemed appropriate by his or her Student Learning Advocate. This data will be used to inform strategies for student assistance programs and assist the Student Learning Advocate in course and supplemental program selection.

**Community Engagement**

This school will hold informational sessions open to the public and located across the state at the various student support centers to inform parents, students, and members of the community about Indiana Agriculture & Technology School, its programs, opportunities, and vision for the students of Indiana. Advertising for these sessions and for the school will occur via radio, internet, print media, and social media. Prior to the opening of the school, a parent advisory committee will be formed to provide input and insight to the Governance Board and the school administration. Community involvement will be a priority of the school, which will seek to become an integral part of the communities it serves.

**Leadership and Governance**

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Address</th>
<th>Position with Proposed School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. John R. Curtis</td>
<td>650 E. Carmel Drive, Suite 330</td>
<td>Board President</td>
</tr>
<tr>
<td></td>
<td>Carmel, IN 46032</td>
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<tr>
<td>Mr. Bradford N. Barkley</td>
<td>15208 Destination Drive</td>
<td>Board Treasurer</td>
</tr>
<tr>
<td></td>
<td>Noblesville, IN 46060</td>
<td></td>
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<tr>
<td>Mr. Peter S. Beering</td>
<td>1852 Limehouse St. Carmel, IN 46032</td>
<td>Board Secretary</td>
</tr>
</tbody>
</table>

The board will be expanding with more members. Additionally, an advisory board is anticipated.
**Age and Grade Range of Students to be Enrolled.**

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Year 1 550</th>
<th>Year 2 1000</th>
<th>Year 3 1250</th>
<th>Year 4 1500</th>
<th>Year 5 2000</th>
<th>At Capacity 3000</th>
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**Section 1. Curriculum and Instructional Methods**

**Education Program**

**Program Overview**

Indiana Agriculture & Technology School will be a 7-12 statewide virtual charter school with Student Support Centers located across the state. Indiana Agriculture & Technology School will utilize an innovative brick and click educational model that has been highly effective in other areas of the country. The program provides students the opportunity to learn from the safety of their own home under the supervision of a certified Student Learning Advocate. Each student will have an Personal Learning Plan crafted to meet his/her individual needs and will be assigned to a Student Learning Advocate, who will serve as the student’s guidance counselor and mentor, and will be in constant contact with the student and his or her family.

 Additionally, students can visit Learning Support Centers (LSC) for tutoring, remediation programs, special education services, advanced coursework, field trips, fine arts experiences, and other learning opportunities. LSCs will be located in regions throughout the state. Students can access their classes 24/7/365, and they will have access to the courses' Student Learning Advocate facilitators via email, discussion board, or phone Monday through Friday. Student Learning Advocates will be available via email and phone Monday through Friday with times that will be determined by the Student Learning Advocate and school. Student Learning Advocates of record will have on roster 150 students. Special education Student Learning Advocates will have a student load of 25 – 50 students.
Curriculum and Instructional Design for Core 40

Indiana Agriculture & Technology School will be using EDGENUITY for its core curriculum program. EDGENUITY offers more than 100 courses for grades 6-12 in English language arts, social studies, math, science, world languages, and general electives. EDGENUITY also offers a full suite of career pathways and electives, test preparation solutions for national and state exams, and credit recovery courses. EDGENUITY courses are implemented in lab settings, virtual and blended environments, and alternative education programs that require flexible schedule. EDGENUITY meets the Indiana State Academic Standards and Common Core.

1. Course Design Process

EDGENUITY courses are created by cross-functional teams of experienced educators and instructional course designers with expertise in curriculum development, instructional technology, and content-area education. To create a new course, the team begins with a careful analysis of state and national standards, as well as syllabi and curriculum maps of existing courses from exemplary, high-performing districts. The scope and sequence of a course is then created and reviewed by domain experts and education practitioners.

Using the principles of backward design, the team outlines each unit of instruction to capture big ideas and essential questions, refine learning objectives and lesson questions, and document anchor assessments and tasks. Prototype lessons are drafted and team-reviewed against research-based best practices, the iNACOL National Standards for Quality Online Courses, and EDGENUITY’s own development rubrics and guidelines, before the remainder of lessons are created.

2. Instructional Model

EDGENUITY courses reflect research-based instructional practices to meet the needs of all students. Courses feature rigorous, explicit instruction led by expert, on-screen teachers. Motivating, media-rich content keeps students engaged, and powerful interactive instructional tools help them build content knowledge and essential skills. Aligned to Common Core and Indiana State Standards, EDGENUITY’s courses include challenging content, relevant activities, adaptable formative and summative assessments, and real-time feedback.

Expert on-screen licensed teachers present learning objectives, explain concepts, model strategies, and provide relevant examples that help students transfer knowledge and make real-world connections. Meaningful assignments ensure students master key concepts and develop analytical and critical thinking skills. Students complete a range of tasks – including independent reading, practice, and guided online exploration, as well as projects and performance tasks. Simulations and virtual labs help students make and test predictions, while graphics, images, and animations bring content to life.
Each lesson includes assessments to determine whether students have mastered the lesson objectives. Cumulative practice and assessment is included at the end of each unit or topic, as well as at the end of each semester.

3. Interactive Tools and Support

A full suite of digital tools helps students access content, complete assignments, and build essential skills. Animations and simulations provide explanation and modeling of key concepts and processes. Digital highlighters and sticky notes help students organize information, ask questions, and record observations. Read-aloud and translation tools help English language learners and students with special needs.

A build-in digital notebook called eNotes allows students to record, synthesize, and organize their thinking. A dynamic glossary and work look-up tool helps students build their academic vocabulary, while transcripts and video captions enable students to follow along with the on-screen teacher.

Calculators, graphic organizers, and other tools help student’s complete assignments and promote the deep transfer of knowledge and skills.

4. Learning Management System Features

EDGENUITY’s learning management system offers a number of tools and features to support effective implementation. These include:

- Customizable assessment settings for time limits, grade weights, number of retakes, and passing threshold;
- Clear graphical representations of student progress to help students stay on pace;
- A customizable assignment calendar to help students track the coursework they should be completing each day;
- Diagnostic and prescriptive capabilities to individualize student learning paths based on existing levels of mastery;
- Robust reporting to enable educators to monitor student engagement, progress, and achievement;
- Administrator tools to set teacher permissions, review teacher actions, and monitor student data;
- A web-based Family Portal to enable parents and guardians to monitor student learning from their computer, tablet, or smartphone.

5. Supporting Students with Disabilities

EDGENUITY courses include the following evidence-based practices designed to meet the needs of students with disabilities.
➢ Provide explicit instruction.
   • Explicit instruction includes setting learning goals, modeling with examples and non-examples and providing multiple opportunities for practice. EDGENUITY courses feature highly qualified, certified on-screen instructors who deliver explicit instruction, orient students to the lesson, goals, ground concepts in relevant real-life and worked examples that show the answer, and offer clear and concise explanations of subject matter. Tasks, assignments, and assessments embedded throughout each lesson and course provide students the opportunity to exercise higher-order thinking skills of analysis, evaluation, and application. Students also have the opportunity to apply learned skills and demonstrate information transfer.

➢ Model learning strategies
   • Students with disabilities face challenges in organizing ideas, selecting strategies to process information, focusing on activities, setting goals, and monitoring their actions. EDGENUITY on-screen teachers model learning strategies and explicitly teach students a wide variety of metacognitive strategies, such as self-monitoring, self-evaluation, goal setting, questioning, and self-explanation. Students learn to draw upon already known concepts and apply understanding to new, unfamiliar contexts. They are also taught how to identify appropriate learning strategies and to monitor their own understanding.

➢ Make instruction accessible
   • Visual aids and non-written expression enable special education students who have difficulty with audio, written, or verbal instruction to organize key concepts. EDGENUITY provides students with multiple means of representation, expression, and engagement. Representation is uses through video lectures, graphic displays, text, simulations, video captioning, and read-aloud support features. Key concepts and tasks in EDGENUITY courses are explained using multiple representations (verbal, concrete manipulative, numerical, graphical, and symbolic), and students are guided in mapping meaning among the varied representations. Graphic organizers are included in instruction, tasks, and assignments.
   • Expression is used by asking students to read, write, practice, explore, create, and discuss. Throughout EDGENUITY instruction and assessments, students are presented with opportunities to manipulate images, answer multiple-choice questions, highlight text, complete surveys, and fill out graphic organizers. These multiple means of expression appeal to learning styles and allow students to demonstrate their knowledge in a variety of ways.

   • EDGENUITY courses are designed to engage students in a variety of ways. Self-paced technology and the on-screen teachers present course concepts in ways that are relevant to students’ lives. Courses are designed
to promote self-regulation and will visually alert students and teachers to the student’s course progress and pace.

➢ Provide tools to support learning
  ▪ Teachers provide scaffolds to support learning, then gradually remove them once student mastery is achieved. EDGenuity provides a wide array of tools to support student learning. Before instructions, teachers create tutoring modules to give struggling students a more simplified explanation of fundamental concepts and skills. Instructors also have the option of enabling prescriptive and diagnostic pretests to modify a student’s learning trajectory within a course. Students have access to eNotes, the embedded note-taking feature, as well as the eWriting tool which helps students organize their thoughts during the writing process. EDGenuity toolbar includes text mark-up, language support, and specialized tools for math and science. The EDGenuity CloseReader includes contextual definitions for key vocabulary, text-based teacher’s notes, audio commentary, and embedded comprehension questions. Teachers can extend the time allotted for assessments and number of retakes.

➢ Provide appropriate feedback
  ▪ Students receive immediate, corrective feedback each time they respond to a question within EDGenuity instruction and assignments. Feedback messages are consistently designed to refine students’ understanding of concepts and correct misconceptions.

6. Supporting English Language Learners

➢ Provide multiple exposures to vocabulary
  ▪ “Front-loading” or pre-teaching vocabulary before a lesson helps make content more accessible to students. At the beginning of each lesson, EDGenuity students are explicitly taught four to six academic and domain-specific vocabulary words. Students have chances to practice using and applying these words through the course. They also have access to the EDGenuity glossary tool, which enables them to track their understanding of vocabulary words.

➢ Set high expectations
  ▪ Higher-order thinking skills such as analysis, evaluation, and application are embedded throughout each course. Reading assignments, students learn to analyze text closely. Writing assignments require students to support a position using evidence from primary and secondary sources. In mathematics, students solve multi-step problems and justify their thinking. Interactive and open-ended activities leverage technology to enable students to make and test predictions and build conceptual understanding.
➤ Activate background knowledge
  • EDGENUITY activates students background knowledge throughout their courses. The warm-up at the beginning of the lesson connects student’s prior knowledge to new content. Direct-Instruction videos emphasize the real-world context and relevance of the subject matter. On-screen teachers will prompt students to think about what they already know when learning new topics.

➤ Use home language strategically
  • Students can translate on-screen text into their home language. Students can also hear any section of text read aloud in their home language for auditory comprehension. The translation feature allows for students to check for accurate reading comprehension.

➤ Model metacognitive strategies
  • EDGENUITY provides problem-solving metacognitive and reading strategy instruction. Students are taught a multi-step process for solving problems. Students learn how to use mnemonics, graphic organizers, checklists, and problem-solving strategies to check, process, and retrieve information.

➤ Provide instructional support for the close reading of texts
  • EDGENUITY’s CloseReader leverages the power of technology to model, scaffold, and reinforce close reading of text. The CloseReader models fluent and expressive reading at strategic points in the text. Text and audio reading supports scaffold thoughtful analysis of individual words, phrases, and sentences as students read. The CloseReader also features embedded comprehension tasks, ensuring that students think critically as they read, not just after they read.

Attachment 2 – Scope and Sequence/Indiana Course List/Instructional Services Elective Course List will be provided from our curriculum provider EDGENUITY.

Attachment 3 – Curriculum will provide information on the Curriculum provided by EDGENUITY.

Curriculum and Instructional Design for Agriculture Education

Curriculum for Agricultural Science Education courses are developed using elements from pedagogical approaches that are recognized in educational literature as proven and effective modes of teaching and learning. This foundation ensures validity for CASE methodology and provides the recipe for the effectiveness of the CASE model. The CASE model is a careful blend of time tested instructional strategies used to guide students in their studies to meet the demands
of post-secondary education and careers in the Agriculture, Food, and Natural Resources (AFNR) industries.

The Curriculum for Agricultural Science Education™ (CASE™) project develops a structured sequence of agriculture courses and serves as a model for elevating the rigor and relevance of agricultural education.

CASE is much more than just curriculum. In fact, CASE is a system of instructional support for the classroom teacher like no other resource in agricultural education today. The CASE model provides four major areas of support to promote solid classroom instruction using rigorous and relevant lessons while enhancing student learning.

The four areas of teacher support include curriculum, professional development, assessment, and certification. Each area contributes to the validity of CASE instructional materials by ensuring that teachers are properly equipped and trained and student learning is clearly accountable.

More information on the CASE curriculum will be provided as we continue to develop and implement the program into our academic structure. See Attachment 3 – Curriculum.
Accreditation and Course Audit Process:

AdvancED, a parent organization for the North Central Association Commission on Accreditation and School Improvement (NCA CASI) provide our evaluation to be accredited. This accreditation will support the school’s annual performance evaluation by the school board as well as the evaluation that will be conducted by the authorizer. The audit process will include at minimum:

Tier I – An evaluation of the quality of the content of the school’s academic courses.
Tier II – The collection and analysis of feedback provided by students enrolled in Indiana Agriculture & Technology School.
Tier III – A study of achievement and performance of students enrolled in Indiana Agriculture & Technology School.

Significant revisions and improvements are the result of the three-tiered audit process conducted by the school and AdvancEd to continuously improve what the school is doing academically; this process of evaluation and analysis is ongoing.

Design:

• Specific research and best practice used in design
  o EDGENUITY makes use of principles and practices that effectively link to standards-based instructional delivery
  o Specific research and best practices established by:
    ▪ Grant Wiggins: Backward design in the planning of the scope and sequence of the concepts to provide cohesiveness and structure to learner objectives
    ▪ James Brophy: Instructional practices that motivate and engage students in the learning process
    ▪ Benjamin S. Bloom: Scaffolding instruction that moves from simple comprehension through application and analysis toward complex and abstract conceptualization of material at the evaluation and synthesis levels
    ▪ Kay Burke: Using assessments to determine authentic learning (The Mindful School), methodologies for students to demonstrate their understanding of concepts... Also, using student response to determine and identify “gaps” in understanding
    ▪ Marc Prensky: recognizing the skills, talents and competencies of “digital natives” to promote student engagement, decision making, and application of key concepts using 21st century technologies
    ▪ R. Elliott / D.R. Garrison / T. Anderwon: E-Learning and ePedagogy in the 21st century
    ▪ J. Twist: Challenges of digital learning and digital delivery
    ▪ Ted McCain and Ian Jukes: Education in the age of technology. New paradigms and frameworks to keep “schools” relevant and rigorous while embracing technological advancements.
Because EDGenuity courses are designed specifically for use in an asynchronous environment, these courses provide unprecedented innovative learning opportunities. All EDGenuity courses, regardless of discipline or grade level, are designed in the same way to provide the student with ease of navigation and to build confidence in the student's ability to achieve success in an online learning environment. Links to enrichment in lessons offer students additional challenges to complement their learning experience.

Differentiated instruction is supplied to students in a variety of formats. Auditory processors have the ability to access podcasts to listen to the instruction within a lesson. Links to videos, graphics, and print materials prove useful to visual learners. Kinesthetic learners benefit from the opportunity to interact with technology. All lessons feature assignments designed to engage the learner in both web-based and interactive experiences. Lessons also feature activities that are guided, offering the student the opportunity to practice without the pressure to perform. Each activity is carefully designed to provide preparation for assessment or mastery of course objectives. Activities in EDGenuity courses are varied, multi-media rich, and include skills practice or projects that enable the student to check his or her own work via suggested responses found within the lesson content. In addition, lessons feature web investigations, podcasts, I-texts, Microsoft PowerPoint and video presentations, and lessons often contain collaborative learning opportunities through the use of discussion board postings/strands, virtual field trips, lab activities, and group projects. Assignments, projects, tests, and other artifacts of student work provide evidence of student performance and mastery of course objectives. Students are assessed through a variety of methods that may include quizzes, tests, projects, essays, and PowerPoint presentations.

All EDGenuity courses have a complete course guide located on each course's homepage. The course guide contains the complete scope and sequence for the course, lesson by lesson learner objectives, assignment checklists, the text of each lesson, as well as technical support information, grading policies, etc. All courses are aligned at the lesson objective level, and the detail of alignment provided to Indiana Agriculture & Technology School includes gap and coverage information, as well as details of scaffolding. Courses are aligned to Indiana State Standards and Common Core Standards.

Pupil Performance Standards

Goal 1: Academic Achievement

Indiana Agriculture & Technology Preparatory School will demonstrate improvement in the state's school accountability system. For each year of operation, Indiana Agriculture & Technology Preparatory School will receive a grade of C or better beginning in the first year of its evaluation. For each subsequent year, Indiana Agriculture & Technology Preparatory School will receive the same grade or better than the year before. By year 5, the goal is for the school to have a rating of A.

Indiana Agriculture & Technology Career School will demonstrate improvement in the state's school accountability system. For each year of operation, Indiana Agriculture & Technology Career
School will receive a grade of D or better beginning in the first year of its evaluation. For each subsequent year, Indiana Agriculture & Technology Career School will receive the same grade or better than the year before. By year 5, the goal is for the school to have a rating of B.

<table>
<thead>
<tr>
<th>PERFORMANCE (% passing ISTEP+ or ECA)</th>
<th>IMPROVEMENT (Average passing percentage improvement over three years)</th>
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</thead>
<tbody>
<tr>
<td>≥90%</td>
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<tr>
<td>≥80%</td>
<td>≥1%</td>
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<tr>
<td>≥70%</td>
<td>≥3%</td>
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<tr>
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<td>≥4%</td>
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<tr>
<td>≥50%</td>
<td>≥5%</td>
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<tr>
<td>&lt;50%</td>
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**Goal 2: Documentation of Value Added**
Percentage of students enrolled for at least one semester who make progress on the NWEA tests or other instrument as measured three times during the school year will increase.

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
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<tbody>
<tr>
<td>&gt;80%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>70-80%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;70%</td>
<td>Did Not Meet</td>
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</tbody>
</table>

**Goal 3: Graduation Rate**
Using the first year of operation as a baseline, the graduation rate will increase a minimum of 5% on an annual basis.

**Goal 4: Participation Rate**
Beginning in year 1, the percentage of students required to take state-mandated tests and who participate will increase 5% per year from a baseline of 75%. Minimum participation rate will be 95%.
Goal 5: School-wide Satisfaction

The percentage of students, parents, and staff reporting satisfaction with their school experience will be at or above 80% as determined by a third-party survey, agency to be determined at a later date.

<table>
<thead>
<tr>
<th>Benchmark Levels</th>
<th>Rating</th>
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<tbody>
<tr>
<td>&gt;80% will report satisfaction</td>
<td>Exceeded</td>
</tr>
<tr>
<td>70-80% will report satisfaction</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;70% will report satisfaction</td>
<td>Did Not Meet</td>
</tr>
</tbody>
</table>

Organizational Goals

With its unique integration of technology and individualized educational programs, Indiana Agriculture & Technology School will:

- **Improve student learning** as quantified in the goals and objectives, utilizing the methodologies detailed in this application.
- **Increase learning opportunities for students**, particularly those not currently well-served or for whom online learning is the most appropriate choice.
- **Encourage the use of a variety of productive teaching methods**, including cutting edge applications of technology to meet very specific student learning needs.
- **Establish new forms of accountability for schools** by using very detailed student learning data to guide instructional decisions while providing unprecedented transparency in the teaching and learning process.
- **Virtual, blended approach with direct teacher supervision** supports learning styles that require flexible schedules, unique learning abilities and personal challenges.
- **Create new professional opportunities for Student Learning Advocates**, who are at the very center of Indiana Agriculture & Technology School education model.
- **Assist all Indiana students in reaching academic excellence** through a focus on improved achievement for students who are otherwise not thriving in the state’s public or private education system.
- **Become a laboratory for the development of best-practices** in every aspect of online education.
• Establish a network of corporate and farming partners throughout the state that will provide internships, part-time and full-time jobs for junior and senior year students who maintain academic standards and progress toward graduation.

Measurement and Evaluation of Academic Progress

Student assessment data will be collected daily, weekly, monthly, at the end of each semester, and at the end of the school year. State-mandated test results, NWEA assessments, and other artifacts of student work will be used to determine academic growth. Students placed into the RtI Program will be tracked separately, in addition. Results of the NWEA assessments will be compiled by grade level and for the school as a whole. Because this is a virtual school, grade level determination is made on a case-by-case basis after careful examination of the student’s transcripts, standardized test score, other artifacts of student work, and any additional factors such as an IEP, High Ability Education, or 504 Plan. As a part of the initial course selection process with the student’s Student Learning Advocate, parents and students are provided with specific information regarding the student’s current grade level and the requirements for progressing to the next in each subject area. Students in grade 9 and above will have a graduation check list created for them by the schools Guidance Director. This document will be constantly updated and reviewed with both the student and his or her parents, so that they are always informed of the student’s progress toward completing all graduation requirements.

Student Information System

GENIUS will be our student information system provided by EDGENUITY. More detailed information on how the system will work will be provided at a later date as we develop our program.

High School Graduation Requirements (High Schools Only)

To complete all the requirements for graduation, Indiana Agriculture & Technology School students must successfully complete all Indiana Graduation Requirements as described in IC §20-32-4. To earn credits, a student must successfully complete the academic class with a grade of 60% or higher. Grade point averages are calculated on a 4-point scale, and students and parents have access to all grades at all times. The graduation checklist will serve as the transcript for high school students and will contain all courses with grades and results of all standardized tests. A complete listing of all academic courses, including electives may be found in the academic catalog, a copy of which is included with this application.

The rigor of the academic courses, combined with the number and types of courses required by Indiana for a student to graduate absolutely ensures that the student will be well prepared for post-secondary opportunities, either academic or in the workforce. A key component of Indiana Agriculture & Technology School will be offering its qualified students the opportunity to enroll in dual credit courses, thus enabling students to graduate with several college credits.
The student assistance program and RtI (Response to Intervention) program provides immediate and ongoing assistance to students who are struggling academically. All students will be given two tests at the time of enrollment to determine their level of achievement in both reading and math. Indiana Agriculture & Technology School has selected NWEA (Northwest Educational Assessment) to utilize in addition to all state-mandated and national testing. Universal screening is key to making data-driven decisions and empowering every student to achieve his or her academic goals. The tests are aligned to state standards and can be used to predict proficiency on high-stakes tests, understand how reading and math skills are developing, and construct appropriate remedial help when necessary. With powerful online assessments that act like reading and math specialists, and supplemental online instruction tailored to each child’s profile, Student Learning Advocates can help provide fast and powerful assistance to students. These assessments adjust to the student in real time, reducing test frustration and providing the school and parents with valuable diagnostic data and instructional recommendations. Based on the results of these tests, students can be placed immediately into a variety of programs, all designed to promote skills mastery and academic achievement.

School Calendar and Schedule

Indiana Agriculture & Technology School will operate a balanced calendar with 188 official school days, with its offices open Monday through Friday, 8am to 4pm, except on national holidays or in the event of a weather catastrophe or other natural disaster, or as indicated on the school calendar posted on the school’s website. The administrator, faculty, and staff may schedule appointments to work with or assist students before or after the regular hours, or on Saturdays, as needed. Every student will be provided with contact information for his or her Student Learning Advocate and the school’s administrative personnel. This information will include phone numbers as well as email addresses. All personnel are required to return phone calls and emails in 24 hours or less. Monday through Friday. Students may access their courses at any time, 24 hours/day, 7 days/week, 365 days/year. All semester courses are designed to be completed within the academic calendar, with the student spending approximately 1 hour per subject per day. Students will be expected to be enrolled in a minimum of 5 courses per semester, which will total more than 940 hours of instructional time per 188 days.

Each day that a student is in attendance, the student will log into GENIUS to access his or her courses. The students are assigned login passwords and usernames by the Technology Director when the course selection is complete. Students are provided with extensive orientation by the school about accessing their courses, how to navigate the courses, submit assignments and assessments, and who and how to contact if they have a technical issue. The school recommends that a student spend an hour per day per subject, but the school day can be broken up to accommodate a student’s needs. Logging into GENIUS automatically records attendance, time spent in the courses, grades, and any additional information needed by the school.

This data is housed in GENIUS, the Student Information System. According to data collected on current online schools throughout the country, middle school students typically spend 5.5-6.0 hours per day doing course work, again dividing their instructional day into 2 sessions. Historically, high school students have spent 6+ hours per day doing course work, and they tend to divide this into 1 short and 1 long session. Some high school students, with the assistance of their Student Learning Advocate, devise a block schedule for themselves, thus
progressing through their course work at a different pace. Accurately documenting attendance is critically important for every school, but especially for virtual schools. Accurate and timely data is essential to the effective management of the school and for the state's required reports, as well as the documentation of a student's progress. Indiana Agriculture & Technology School will utilize the attendance policies developed by the school. Because of the diverse student population who may enroll in this school, the following exceptions to normal, regular attendance may be necessary:

1. **Students who are ill:** Students with chronic or acute illnesses (long-term), should notify their Student Learning Advocates of any special needs they have with regard to completing course work. The Student Learning Advocates may request that the attending physician write or email the school explaining the student's needs. The Student Learning Advocates will document those needs, and ensure that the student's record reflects this.

2. **Students who are elite athletes:** Students who compete in a sport that requires travel should notify their Student Learning Advocates of the schedule and provide them with documentation of the days when they will be traveling and/or competing. These students will be expected to remain on pace by completing course work on alternate days or before and after events.

3. **Students who are performers:** Students who are performers or musicians and need to travel or designate certain days when they cannot be in attendance should notify their Student Learning Advocates and provide them with documentation of the days when they will be traveling and/or performing. These students will be expected to remain on pace by completing course work on alternate days or before and after events.

**School Culture**

The success of the educational model will ensure that this school's students will have access to the highest quality online curriculum (EDGENUIITY) and the internationally acclaimed instructional practices that focus on the individualized learning needs of all students. Continuous communication between the school's faculty, administration, parents, and students will create an environment where all students have the support needed to achieve academic success. Indiana Agriculture & Technology School will create, as the most important aspect of its mission and vision, a student-centered learning environment that places the student and his or her success and well-being at the center of all activities and efforts. Every student will be assigned to a Student Learning Advocate who will fill the roles of mentor, learning coach, and guidance counselor. The Student Learning Advocate will maintain a minimum of weekly contact with the student and his or her family, assist the student in choosing appropriate courses, monitor attendance and academic progress, and be available to meet with the student and family at one of the school's Student Support Centers. This multi-layered approach to student support has documented results in increasing student achievement.

During the enrollment process, students and parents will be provided with a student-parent handbook that contains extensive information about every aspect of the school, including
contact information for the Student Learning Advocate, help desk, and other departments of the school. At this time, parents and students will be provided with copies of the academic honesty policy, acceptable use of technology policy, and the student/parent contract, which details expectations for attendance, participating in state and school mandated tests, and maintaining frequent contact with the Student Learning Advocate. At this time and at the time of the initial phone call from the Student Learning Advocate, students and parents will be fully briefed on the student-centered philosophy of the school and its commitment to seeing every student succeed.

Students with special needs, English Language learners, and any student deemed to be at risk of academic failure will be closely and carefully monitored. Supplemental programs will be provided as needed. Detailed explanations of the various programs are found in the section titled “Special Populations and At-Risk Students”.

A typical day for a middle school student would include spending approximately one hour per subject, engaged in both the instruction and completing any assignments and/or related activities. Some students work with their Student Learning Advocate to create a block schedule, while others work on all courses at the same time. Students have the ability to determine their own pace for each course, so that students who require more time to absorb material in one course can move at a slower pace for that class, while maintaining a regular pace for the other courses in which he or she is enrolled. There is a course calendar located on the menu bar on each course’s home page. This will help the student, parent, and Student Learning Advocate to see how the student is progressing through the course. The typical lesson requires about 1.5 hours for the student to complete, thus enabling the student to complete 2.5 lessons per week per subject and complete a semester course in 94 days.

Student Learning Advocates, who are Indiana certified, spend their days reviewing attendance and grades for every student to whom they have been assigned and contacting the students and their families. Student Learning Advocate create a schedule for contact so that the parent and student are available for this weekly contact. During the call, the Student Learning Advocate will review the student’s attendance and grades in each course, remind the student of upcoming state or school mandated tests, offer any assistance, remind families of field trips and other school activities, order new courses when needed, and provide supplemental programs when needed. If the student is participating in any supplemental programs, time will be spent reviewing exactly how the student is progressing and detailing specific goals and objectives. Student Learning Advocate must return all phone calls and emails in 24 hours or less. Student Learning Advocates may also meet with the student and his or her parents at one of the Student Support Centers to provide additional assistance to the student.

**Supplemental Programming**

Indiana Agriculture & Technology School will operate on a year-round basis concurrent with our academic school calendar (188 instructional days), with the exception of national holidays or as indicated on the school’s web site.

Indiana Agriculture & Technology School plans to offer field trips and sponsor family activities and informational sessions. Field trips will be free for the students, and families may attend
at their own cost. Family activities, such as school picnics and informational sessions will be offered at the Patriot Farm and/or Student Support Centers and will be free of charge to all students and their families. Funding for these initiatives will come from the school’s budget. The goal will be to offer a field trip at least once a month, as well as to offer activities and programs at Patriot Farm, Student Support Centers, and various locations throughout the state as often as twice a month.

Indiana Agriculture & Technology School is dedicated to providing student-centered services in a professional and compassionate manner, utilizing highly trained staff to individualize educational strategies that will empower each student to succeed. While this is a challenge in a virtual school, the administration of Indiana Agriculture & Technology School has had extensive experience in creating and maintaining a student-centered environment, where students feel valued and respected. Indiana Agriculture & Technology School will implement the Student Assistance and RTI model. In addition, faculty and staff will receive ongoing professional development in best practices in mentoring in an online environment. Finally, the creation of Student Support Centers around the state will enable students and their families to meet with faculty and administration.

Indiana Agriculture & Technology School will utilize the full range of supplemental programs designed to engage students, encourage those who are struggling and empower those who are excelling to expand their academic horizons.

**Special Populations and At-Risk Students**

This school will serve students with disabilities whose needs can be met in an online environment, even if the use of assistive devices is required for the students to complete their course work and even if the student has been unable to have his or her needs met in a traditional brick and mortar classroom. Is it the experience of our team that many students with disabilities thrive in this online learning environment, particularly students with Asperger Syndrome, Tourette Syndrome, ADHD, ADD, PDD-NOS (Pervasive Developmental Disorder-Not Otherwise Specified), and other disabilities. Students with profound hearing loss may also be very successful in this learning environment, as are students with school phobia, chronic illness, physical disabilities, and other disabilities.

This school will hire a fully-qualified and experienced Director of Special Education Services, with experience in online education, to oversee the special education faculty and to ensure that every student identified as having a disability receives any and all accommodations and services as dictated by the student's IEP, and to oversee and direct all activities of the special education department, including testing and evaluations, IEP conferences and any other duties as may arise. The Director of Special Education will be a certified special education Student Learning Advocate in the state of Indiana, with experience in administration of special education programs. All Student Learning Advocates assigned to students with IEPs or who have been identified under IDEA will be certified in special education in the state of Indiana. It is the responsibility of this school to ensure that all children with disabilities residing in the State, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. This responsibility is required by a federal law called the Individuals with Disabilities Education Improvement Act (IDEA) 2004.
The IDEA 2004 requires each state educational agency to publish a notice to parents, in newspapers or other media, before any major identification, location, or evaluation activity. The IDEA 2004 requires this notice to contain certain information. Another federal law, the Family Educational Rights and Privacy Act of 1974 (FERPA), which protects confidentiality, requires educational agencies to notify parents annually of their confidentiality rights. This school fulfills the above duties with this annual notice, and will continue to post this notice annually. This school is required by the IDEA 2004 to provide a free and appropriate public education (FAPE) to school age children with disabilities who need special education and related services. School age children with disabilities who need special education and related services are identified as eligible for special education if they need specially designed instruction and have one or more of the following physical or mental disabilities:

- Autism
- Deaf-blindness
- Deafness
- Emotional Impairment
- Hearing Impairment Mental
- Retardation
- Multiple Disabilities Orthopedic Impairment
- Other Health Impairment
- Specific Learning Disability Speech or language Impairment
- Traumatic Brain Injury
- Visual Impairment

**Screening**

This school will establish and implement procedures to locate, identify, and evaluate school age students suspected of being eligible for special education. These procedures include screening activities that include but are not limited to: review of group based data (cumulative records, enrollment records, health records, and report cards); hearing screening (at a minimum of kindergarten, first, second, and third grades); vision screening (every grade level); motor screening; and speech; and speech and language screening. Except as indicated above or otherwise announced publicly, screening activities will take place in an ongoing fashion throughout the school year. Screening is conducted at one of the Student Support Centers, unless other arrangements are necessary. If parents need additional information about the purpose, time and location of screening activities, they will be able to call or write to the school's Director of Special Education.
Evaluation

When screening indicates that a student may be eligible for special education, this school will seek parental consent to conduct an evaluation. “Evaluation” means procedures used in the determination of whether a child has a disability and the nature and extent of the special education and related services that the child needs. The term procedure, used selectively with an individual child, does not mean basic tests administered to or procedures used with all children. This evaluation is called an Individual Assistance Evaluation. This evaluation is conducted by a multidisciplinary team (IAT), which includes a Student Learning Advocate, other qualified professionals, and the parents. The process must be conducted in accordance with specific timelines and must include protection in evaluation procedures. For example, tests and procedures used as part of the multidisciplinary evaluation may not be racially or culturally biased. The process results in a written evaluation report called a Comprehensive Evaluation Report (ER). This report makes recommendations about a student’s eligibility for special education based on the presence of a disability and the need for specially designed instruction. Parents who think their child is eligible for special education may request at any time that the school conduct a multidisciplinary evaluation. Requests for a multidisciplinary evaluation should be made in writing to the Special Education contact person. If a parent makes an oral request for a multidisciplinary evaluation Indiana Agriculture & Technology School shall provide the parent with a form for that purpose. Parents also have the right to obtain an independent education evaluation. The school must provide to parents on request information about where an independent educational evaluation may be obtained. Under certain circumstances, such an independent educational evaluation may be obtained at parent’s expense.

Educational Placement

The determination of whether a student is eligible for special education is made by an Individualized Education Program (IEP) team. A single test or procedure may not be the sole factor in determining that a child is exceptional. The IEP team must include at least two members in addition to the parent(s). Other required members include at least one regular education Student Learning Advocate of the child (if the child is, or may be participating in the regular education environment), at least one special education Student Learning Advocate, or where appropriate, at least one special education provider, and a representative of the school. If the student is determined to be eligible for special education, the IEP team develops a written education plan called an IEP. The IEP shall be based on the results of the multidisciplinary evaluation. The IEP team may decide that a student is not eligible for special education. In that instance, recommendations for educational programming in regular education may be developed from the ER.

An IEP describes a student’s current educational levels, goals, objectives, and the individualized programs and services, which the student will receive. IEP’s are reviewed on an annual basis. The IEP team will make decisions about the type of services, the level of services, the level of intervention, and the location of intervention. Placement must be made in the least restrictive environment (LER) in which the student’s needs can be met with special
education and related services. All students with disabilities must be educated to the maximum extent appropriate with children who are not disabled.

Services for Protected Handicapped Students

Students who are not eligible to receive special education programs and services may qualify as handicapped students and therefore be protected under federal statutes and regulations intended to prevent discrimination (in particular, 34 CFR Part 104 and 28 CFR Part 35). This school must ensure that qualified handicapped students have equal opportunity to participate in the school program and extracurricular activities to the maximum extent appropriate for each individual student. In compliance with federal laws the school will provide to each protected handicapped student without discrimination or cost to the student or family, those related aids, services or accommodations which are needed to provide equal opportunity to participate in and obtain the benefits of the school program and extracurricular activities to the maximum extent appropriate to the student’s abilities. To qualify as a protected handicapped student, the child must be of school age with a physical or mental disability, which substantially limits or prohibits participation in or access to an aspect of the school program. These services and protections for “protected handicapped students” may be distinct from those applicable to eligible or thought to be eligible students. The parent may initiate an evaluation if the parent believes a student is a protected handicapped student. For further information on the evaluation procedures and provision of services handicapped students, parents should contact the Special Education Contact.

Mode of Communication

The content of this notice has been written in straightforward, simple language. If a person does not understand any of this notice, he or she should ask the Special Education Contact for an Explanation. The school will arrange for an interpreter for parents with limited English proficiency. If a parent is deaf or blind or has no written language, the school district will arrange for communication of this notice in the mode normally used by the parent (e.g., sign language, Braille, or oral communication). The school will provide any and all services dictated by the student’s IEP through the use of contracted services with approved providers.

Transition Services

IDEA requires that transition planning begin at the earliest age appropriate. For each student with a disability, beginning at age 14 (or younger, if determined appropriate by the IEP team), the IEP must include a statement of the student's transition service needs that focuses on the student's course of study (such as advanced academic courses, technical training, or intensive employment preparation). Thus, beginning at age 14, the IEP team, in identifying
annual goals and services for a student, must determine what instruction and educational experiences will help the student prepare for the transition from school to adult life. For example, if a student's transition goal is to secure a job, a transition service need might be enrolling in a career development class to explore career options and specific jobs related to that career. A statement of transition service needs should relate directly to the student's goals after high school and show how planned activities are linked to these goals. The law requires that the IEP team begin no later than age 14 to address the student's need for instruction that will assist him or her in preparing for transition. Beginning at age 16 (or younger, if determined appropriate by the IEP team), the IEP must contain a statement of needed transition services for the student, including, if appropriate, a statement of interagency responsibilities. This includes a coordinated set of activities with measurable outcomes that will move the student from school to post-school activities.

This school plans to provide its students with the best possible transition services. To this end, the school will utilize a career exploration program for students.

- Delivers simple, age appropriate content customized by developmental level, middle school versus high school.
- Provides a reliable foundation for career exploration by starting the process with research-based assessments.
- Helps students easily navigate through their career options while making connections between coursework and the world of work.
- Supports high school completion and confident college choices with flexible education planning tools.
- Promotes effective career preparation by introducing students to lifelong portfolio development.

**Assistive Technology**

Assistive technology products are designed to provide additional accessibility to individuals who have physical or cognitive difficulties, impairments, and disabilities. When selecting assistive technology products, it is crucial to find products that are compatible with the computer operating system and programs on the computer being used.

**Descriptions of Assistive Technology Products**

Alternative input devices allow individuals to control their computers through means other than a standard keyboard or pointing device. Examples include:

- Alternative keyboards—featuring larger- or smaller-than-standard keys or keyboards, alternative key configurations, and keyboards for use with one hand.
- Electronic pointing devices—used to control the cursor on the screen without use of hands. Devices used include ultrasound, infrared beams, eye movements, nerve signals, or brain waves.
- Sip-and-puff systems—activated by inhaling or exhaling.
- Wands and sticks—worn on the head, held in the mouth or strapped to the chin and used to press keys on the keyboard
- Joysticks—manipulated by hand, feet, chin, etc. and used to control the cursor on screen.
- Trackballs—movable balls on top of a base that can be used to move the cursor on screen.
- Touch screens—allow direct selection or activation of the computer by touching the screen, making it easier to select an option directly rather than through a mouse movement or keyboard. Touch screens are either built into the computer monitor or can be added onto a computer monitor.
- Keyboard filters are typing aids such as word prediction utilities and add-on spelling checkers that reduce the required number of keystrokes. Keyboard filters enable users to quickly access the letters they need and to avoid inadvertently selecting keys they don't want.
- Light signaler alerts monitor computer sounds and alert the computer user with light signals. This is useful when a computer user cannot hear computer sounds or is not directly in front of the computer screen. As an example, a light can flash alerting the user when a new e-mail message has arrived or a computer command has completed.
- On-screen keyboards provide an image of a standard or modified keyboard on the computer screen that allows the user to select keys with a mouse, touch screen, trackball, joystick, switch, or electronic pointing device. On-screen keyboards often have a scanning option that highlights individual keys that can be selected by the user. On-screen keyboards are helpful for individuals who are not able to use a standard keyboard due to dexterity or mobility difficulties.
- Reading tools and learning disabilities programs include software and hardware designed to make text-based materials more accessible for people who have difficulty with reading. Options can include scanning, reformatting, navigating, or speaking text out loud. These programs are helpful for those who have difficulty seeing or manipulating conventional print materials; people who are developing new literacy skills or who are learning English as a foreign language; and people who comprehend better when they hear and see text highlighted simultaneously.
- Screen enlargers, or screen magnifiers, work like a magnifying glass for the computer by enlarging a portion of the screen which can increase legibility and make it easier to see items on the computer. Some screen enlargers allow a person to zoom in and out on a particular area of the screen.
- Screen readers are used to verbalize, or "speak," everything on the screen including text, graphics, control buttons, and menus into a computerized voice that is spoken aloud. In essence, a screen reader transforms a graphic user interface (GUI) into an audio interface. Screen readers are essential for computer users who are blind.
- Speech recognition or voice recognition programs, allow people to give commands and enter data using their voices rather than a mouse or keyboard. Voice recognition systems use a microphone attached to the computer, which can be used to create text documents such as letters or e-mail messages, browse the Internet, and navigate among applications and menus by voice.
- Text-to-Speech (TTS) or speech synthesizers receive information going to the screen in the form of letters, numbers, and punctuation marks, and then "speak" it out loud in a computerized voice. Using speech synthesizers allows computer users who are blind or who have learning difficulties to hear what they are typing and provide a spoken voice for
individuals who cannot communicate orally, but can communicate their thoughts through typing. EDGENUITY allows multiple languages and translation to be used in text to speech.

- Talking and large-print word processors are software programs that use speech synthesizers to provide auditory feedback of what is typed. Large-print word processors allow the user to view everything in large text without added screen enlargement.
- TTY/TDD conversion modems are connected between computers and telephones to allow an individual to type a message on a computer and send it to a TTY/TDD telephone or other Baudot equipped device.

This school will continue to research and procure the best in assistive technology products for its students. The Director of Special Education will work closely with the Director of Technology to ensure that the implementation of all assistive technology is fully supported.

The establishment of English Language Learners Committee is vital when considering the educational needs of ELL identified students. Members shall include an administrator, ELL Student Learning Advocate/coordinator, classroom Student Learning Advocate, parent/guardian and, if needed, family representative to serve as liaison to the Student Learning Advocate, community language facilitator or liaison, and the ESE Student Learning Advocate. This notion of committee validates the point that education is a multi-aspect endeavor. This also reinforces the school’s commitment in establishing strong family and cultural relationships. Upon enrollment, students will be given an enrollment packet presented in their natural language.

Included in the enrollment packet is a Home Language Survey which must be completed by each student at registration. This registration form will be carefully reviewed for parent/guardian signature and for parent/guardian understanding of and correctly answering the three Home Language Survey Questions. Upon review the form will be filed and remain in the student’s cumulative folder. The Home Language Survey consist of three questions as follows:

1. Is a language other than English used in the home?
2. Does the student have a first language other than English?
3. Does the student most frequently speak a language other than English?

Students who have answered yes to any of the three questions will be required to participate in a language assessment. A student who answers yes to question #1 will be assigned to a regular education group until the program assessment and language assessment can be administered. If a student answers yes to questions #2 and/or #3 of the three Home Language Survey, he/she will be placed into an ELL group until the English language proficiency assessment is administered. A student’s educational background, previous transcripts, assessments and parental input are important components of the decision-making process. The ELL committee will review the student’s previous work and meet with the student and parent to discuss placement and to develop his/her ELL Student Plan. A community language facilitator will be made available to the parent and family as needed during this process. The ELL Student Plan is a written document that identifies the student’s name, instruction by program, including programs other than the ESOL programs, amount of scheduled instructional time, assigned courses, and date of the student’s ELL identification, assessment data used to classify or
reclassify the student as an ELL, date of exit the student as English proficient. The ELL Student Plan will be filed with his/her cumulative folder. Each student’s ELL plan is reviewed and updated by the Student Learning Advocate mid-year.

Indiana Agriculture & Technology School will use resources that are made readily for the implementation of ELL services. These services may include but are not limited to community partnerships with resources made available through the IDOE, and professional development opportunities. This aspect of ELL is done to ensure that Indiana Agriculture & Technology School is providing the most effective academic services to ELL students with respect to both academic and cultural values.

Instruction will be provided in an online environment through EDGENUITY with support from highly qualified student learning advocates. Because the EDGENUITY is presented in an online format, material can be printed out for the student. This provides an opportunity for the student to compile a portfolio of lessons as to ensure understanding and recall of specific concepts. The courses, materials, and resources can be utilized as they are with non-ELL students. Content Student Learning Advocates of ELL students will supplement their instruction with a variety of resources and materials that support student achievement in language proficiency and academic content. Both content area and ESOL Student Learning Advocates will work together to provide instructional consistency. The school will also provide the opportunity for ELL students who qualify to partake in the honors and Advanced Placement courses as well as any special needs programs if applicable to the student.

Students who have met the exit criteria are coded as LF which means the student will be monitored for a period of two years from the date of exit. The ESOL Student Learning Advocate/coordinator and administrator will monitor the progress of each student who has exited the ESOL program. The required four report cards will be reviewed, dates documented and signed by the administrator and ESOL Student Learning Advocate/coordinator. A student’s progress that falls below average in any content area will be referred to the ELL Committee for further discussion on strategies and changes that may be necessary to support the student. Students who are eligible to return to the ESOL program will be reclassified as ELL and meet with the ELL Committee to develop a new ELL Student Plan. All new information will be filed in the student’s ELL folder which is then filed with the cumulative folder. Utilizing the mainstream/inclusion instructional model, reclassified students will receive instruction in all content areas from both the ESOL Student Learning Advocate and general education Student Learning Advocate.

Indiana Agriculture & Technology School will employ highly qualified, certified Student Learning Advocates and a minimum of one ESOL endorsed Student Learning Advocate. Additional Student Learning Advocates not already ESOL endorsed will begin the training at the onset of their first assigned ELL student. Indiana Agriculture & Technology School will adhere to all caseload ratios set forth by IDOE and will staff in accordance to such. Indiana Agriculture & Technology School will also take full advantage of partnering with other educational entities as well as promoting professional development opportunities as the need arises.
Indiana Agriculture & Technology School is committed to ensuring that the ESOL Programs and Services will help ELL Students achieve academic success and IDOE standards. The school ESOL curricula and instruction will be aligned with all Indiana Department of Education standards.

The school will make sure that:
- Comprehensive instruction is provided for ELL students through bilingual assistance, the use of ESOL strategies, and the use of supplementary materials.
- Students will be offered many opportunities to listen, speak, read, and write.
- Lessons will be aligned with Indiana state standards and documented as required by the state.

Any ELL student who does not meet specific levels of performance in reading, writing, science, and mathematics will be provided with resources to assist the student in meeting state expectations for proficiency.
- A LEP folder will be generated for each ELL student enrolled in the ESOL program.
- ELL students will be assessed both in language proficiency and academic achievement and participate in district and state assessments.
- An ELL committee will be formed and meet to resolve any issue that affects the instructional program of an ELL student. Parents will be invited to attend the ELL meeting.
- All efforts will be made to inform and orient parents through the use of materials that are translated to their language.
- The school will not deny English Language Learner students access to any EDGENUITY being offered to Non-ELL students.

Response to Intervention

Indiana Agriculture & Technology School will utilize the Response to Intervention Program that will be in place at the school. This comprehensive plan has a proven track record and it can be readily implemented in both an online and a traditional brick and mortar environment. Using universal screening to identify and diagnose the needs of all students who are performing below grade level or below the proficient level on state-wide assessments, Indiana Agriculture & Technology School will compile data from the various screenings and move quickly to intervene with the student. The Response to Intervention Model looks like this:

Response to Intervention (RTI) is a multi-tier approach to the early identification and support of students with learning and behavior needs. The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom. Struggling learners are provided with interventions at increasing levels of intensity to accelerate their rate of learning. These services may be provided by a variety of personnel, including general education teachers, special educators, and specialists. Progress is closely monitored to assess both the learning rate and level of performance of individual students. Educational decisions about the
intensity and duration of interventions are based on individual student response to instruction. RTI is designed for use when making decisions in both general education and special education, creating a well-integrated system of instruction and intervention guided by child outcome data. For RTI implementation to work well, the following essential components must be implemented with fidelity and in a rigorous manner:

- **High-quality, scientifically based classroom instruction.** All students receive high-quality, research-based instruction in the general education classroom.

- **Ongoing student assessment.** Universal screening and progress monitoring provide information about a student’s learning rate and level of achievement, both individually and in comparison, with the peer group. These data are then used when determining which students need closer monitoring or intervention. Throughout the RTI process, student progress is monitored frequently to examine student achievement and gauge the effectiveness of the curriculum. Decisions made regarding students’ instructional needs are based on multiple data points taken in context over time.

- **Tiered instruction.** A multi-tier approach is used to efficiently differentiate instruction for all students. The model incorporates increasing intensities of instruction offering specific, research-based interventions matched to student needs.

- **Parent involvement.** Schools implementing RTI provide parents information about their child’s progress, the instruction and interventions used, the staff who are delivering the instruction, and the academic or behavioral goals for their child.

Each of these essential components is addressed in the “Include Essential Components” section of this Web site.

Though there is no single, thoroughly researched and widely practiced “model” of the RTI process, it is generally defined as a three-tier (or three-step) model of school supports that uses research-based academic and/or behavioral interventions. The Three-Tier Model is described below.

**Tier 1: High-Quality Classroom Instruction, Screening, and Group Interventions**

Within Tier 1, all students receive high-quality, scientifically based instruction provided by qualified personnel to ensure that their difficulties are not due to inadequate instruction. All students are screened on a periodic basis to establish an academic and behavioral baseline and to identify struggling learners who need additional support. Students identified as being “at risk” through universal screenings and/or results on state- or districtwide tests receive supplemental instruction during the school day in the regular classroom. The length of time for this step can vary, but it generally should not exceed 8 weeks. During that time, student progress is closely monitored using a validated screening system such as curriculum-based measurement. At the end of this period, students showing significant progress are generally returned to the regular classroom program. Students not showing adequate progress are moved to Tier 2.
Tier 2: Targeted Interventions
Students not making adequate progress in the regular classroom in Tier 1 are provided with increasingly intensive instruction matched to their needs based on levels of performance and rates of progress. Intensity varies across group size, frequency and duration of intervention, and level of training of the professionals providing instruction or intervention. These services and interventions are provided in small-group settings in addition to instruction in the general curriculum. In the early grades (kindergarten through 3rd grade), interventions are usually in the areas of reading and math. A longer period of time may be required for this tier, but it should generally not exceed a grading period. Students who continue to show too little progress at this level of intervention are then considered for more intensive interventions as part of Tier 3.

Tier 3: Intensive Interventions and Comprehensive Evaluation
At this level, students receive individualized, intensive interventions that target the students' skill deficits. Students who do not achieve the desired level of progress in response to these targeted interventions are then referred for a comprehensive evaluation and considered for eligibility for special education services under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004). The data collected during Tiers 1, 2, and 3 are included and used to make the eligibility decision.

It should be noted that at any point in an RTI process, IDEA 2004 allows parents to request a formal evaluation to determine eligibility for special education. An RTI process cannot be used to deny or delay a formal evaluation for special education.

In addition to variations in the tiers used to deliver RTI services, schools use different approaches in implementation, such as problem-solving, functional assessment, standard protocol, and hybrid approaches. Although there are many formats for how a school might implement RTI to best serve the needs of its students, in every case RTI can be a school-wide framework for efficiently allocating resources to improve student outcomes.

Response to Intervention Overview
What is Rti? RtI is a service delivery framework or strategy for the implementation or early intervening services. It is a multi-tiered intervention strategy to enable early identification and intervention for students at academic or behavioral risk. RtI allows educators to identify and address these difficulties prior to student failure. Monitoring student response to a series of increasingly intense interventions assists in preventing failure and provides data that may guide eligibility decisions for learning disabilities.

The Goal
To develop:
- A comprehensive, multi-tiered intervention strategy to enable early intervention
- An alternative to the discrepancy model for the identification of at risk students
- Continuous monitoring of student progress
- Benchmark/outcome assessment

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The Model

- An integrated approach for general, remedial, and special education needs
- Resources organized and scientifically research-based practices provided in direct proportion to student needs
- A best-practices approach
- All system variables-child, Student Learning Advocate, & environment
- Results in objective and measurable interventions

General Outcomes

- Increased expectations for ALL students
- Shared ownership for ALL students
- Focus on instruction
- Focus on the matching of instructional approaches/methods with the student’s needs
- Reduce special education referrals
- Reduce disciplinary referrals

Admissions Policy and Criteria

For year one of the charter, Indiana Agriculture & Technology School will target enrollment to 550 students with a maximum projection of 1,000 students. Enrollment over the next four years will be Year 2 – 1000; Year 3 – 1250; Year 4 – 1500; and Year 5 – 2000. Targeted capacity after Year 5 will be 2000 students with a maximum capacity of 3,000 students by Year 7. A student enrollment lottery is in place and will be used for the 2018 - 2019 school year, if needed. See the policy at the end of the application with Attachment 6.

Both broad-based publicity efforts and targeted marketing will emphasize the mission of Indiana Agriculture & Technology School, so that self-selection by students and parents will help ensure an appropriate match between the school’s mission and the educational and personal needs of applicants. The school will research and utilize outside firm to help with our marketing and recruiting expertise and will utilize a fully developed plan to promote student enrollment.

Marketing and Recruiting Strategies for Indiana Agriculture & Technology School

STRATEGY AND GOALS

Our goal for Indiana Agriculture & Technology School Marketing and Recruiting campaign is twofold:

1. To raise awareness among parents and families in Indiana about the school, a new state-wide, full-time, online learning option for all 7th - 12th graders state-wide. Indiana Agriculture & Technology School will open for the 2018 - 2019 school year.
2. To promote the EDGENUITY online learning option, featuring innovative and engaging courses, and to build the credibility of Indiana Agriculture & Technology School as the leading online learning option in Indiana.
3. Offer a creative and innovative alternative to students who are motivated to pursue an Agriculture/agribusiness focused high school education.

4. Provide a flexible, Core 40 based education using virtual online curriculum that is accredited.

5. Provide and support an agribusiness centered elective educational program that prepares students for expanded involvement in agribusiness.

To achieve these goals, we will be implementing a multi-layer strategy in the state using:

- Earned media outreach
- In-person information sessions
- Communicating with families in the state through radio advertising
- Targeted e-blasts
- Building and expanding a social media presence
- Implementing a small but highly targeted online advertising campaign

TACTICAL STRATEGIES

1. Indiana Agriculture & Technology School Reputation Audit
The conversations surrounding an organization online are critical to its brand and the impression of key audiences. In this case, because Indiana Agriculture & Technology School is launching for the 2018-2019 school year, there will be very little, if any, existing online conversation about the program. It is still essential that the school gauges the environment and tone surrounding the general concept of online learning and e-schools in Indiana, as well as the presence and reputation of Indiana Agriculture & Technology School’s competitors. We will conduct an online audit to examine these various conversations, researching traditional and online media, blogs, and social media to determine the impression of Indiana e-learning opportunities. By establishing a foundation of understanding of these broader topics in Indiana, we can ensure that we position Indiana Agriculture & Technology School in a way that will resonate with our key audiences.

2. Indiana Agriculture & Technology School Landing Page
It will be important for parents, school counselors, and administrators to access Indiana-specific information, provided and managed by Indiana Agriculture & Technology School. Indiana Agriculture & Technology School will create a fully functional, easily searched website. This site will provide a description of the school and highlight its course offerings through EDGENUITY. The website will also feature enrollment and contact information, as well as a form that visitors can fill out that will enable the school to capture their information for future reference. The website will also feature information on the individual course offerings for academic initiative.

3. Outreach to Local Media Outlets
Reaching out to key education reporters, bloggers, television producers, radio hosts, and other media personalities in media markets throughout Indiana will raise awareness about Indiana Agriculture & Technology School and its EDGenuity offerings. To that end, Indiana Agriculture & Technology School will do a series of statewide press releases highlighting the launch of the school program. These press releases will focus on introducing Indiana Agriculture & Technology School and announcing enrollment for the 2018 - 2019 school year, the individual course offerings, and the benefits and opportunities of online learning. All the releases will maintain a focus on the school and the benefits and options it provides to students and families who participate. The timing of these press releases will tie in with the many information sessions that are planned for the months following the charter's approval. In addition to issuing these press releases, the school would like to invite reporters to attend these information sessions in person, to meet school and school representatives and to speak to families who are considering the cyber school option for their children. By reaching out to reporters and speaking with them face-to-face, the school can begin to build a relationship with the key media outlets in the state that will continue into the school year and beyond.

4. Social Media
Involvement in social media will be essential to spreading our key messages in Indiana. Indiana Agriculture & Technology School is in the process of dramatically expanding their presence on Facebook and Twitter, YouTube, and Instagram. The school will capitalize on this expanded presence, driving traffic to these sites to build the online community of supporters for individuals interested in Indiana Agriculture & Technology School information. It has been our experience that traditional media outreach and social media presence are intertwined; as one grows, the other grows, and vice versa. The outreach in both spaces will use the best stories, case studies, reporting, and community activity to continue to create awareness about our school and the online learning options provided through Indiana Agriculture & Technology School.

Facebook – Indiana Agriculture & Technology School
Indiana Agriculture & Technology School will be creating a Facebook page to promote the school's brand and online learning options. This page will provide a community forum for the students and families who enroll in the school, as well as serve to share the story of the organization with potential students & interested parents. Once the school year begins, that presence will continue to grow with direct input from Student Learning Advocates, school administrators, and even students. The Facebook page will also drive traffic back to the Indiana Agriculture & Technology School landing page.

Facebook – EDGenuity
The Facebook page will serve as a key resource and promotional tool in a space where many of the target audience members visit at least once a day. The page will house key information about EDGenuity and courses available for potential students.

5. Google Search Word Ads
Buying online ad words is an effective, highly targeted, and relatively inexpensive
method to drive visitors to the school sites. By purchasing a set of relevant search terms, the website link will appear when our target audiences have their hands raised and are looking for information on our topic.

6. **Banner Ads**
Banner (image) ads run the same way as Google Ad words search advertising, meaning that the search terms provided will determine placement of the ads. The school will have the option to pay per click, or per impression (image ads per click usually runs slightly higher than the regular search advertising), and similar to our other campaigns, we can set a daily budget, so we are guaranteed to stay within our spending limit. Indiana Agriculture & Technology School can also find and choose placements for an ad based on categories (education, home school, etc.), specific URLs, or demographics.

This online advertising will be important in the outreach to Indiana families to ensure that they are aware of the launch of the school; it can also be tailored to provide details and specifics on the various information sessions that will be held in the state, to drive attendance to those sessions.

7. **Radio Blasts**
Indiana Agriculture & Technology School will develop a soft radio & print marketing campaign promoting the school and the EDGENUNITY offerings, and open enrollment, to run in participating Indiana markets in early Winter 2018. This campaign will ramp up as information sessions are established.

8. **E-blasts**
As part of the landing page, Indiana Agriculture & Technology School will include a form to fill out that will “capture” visitor’s key information, including email address. As the school builds up the list of interested people and contacts, they will start to send them e-blasts with information about Indiana Agriculture & Technology School and its academic offerings. These e-blasts will allow the school to reach families directly, providing them with resources, the website for the school, and other vital details about where they can go with questions and to receive more information about the cyber program.

9. **Mailings, Field Marketing Events, Information Sessions – TBD**
To promote the information sessions and to be sure the information is reaching key audiences with information about the cyber school, Indiana Agriculture & Technology School will utilize its e-blast system to send the specific logistics for information sessions, to ensure people know when and where they can attend in-person to receive more information about the cyber program.

**Student Attendance**

Classroom management and student discipline are unique in a virtual school. Key to the issue of classroom management is the documentation of attendance and course work. Students will need to become acclimated to the virtual school environment, and the role of the Student Learning Advocate is an important part of this, since the Student Learning Advocate is the
student’s first point of contact with the school and his or her resource for all academic issues. A process will be in place to deal with students who are not fulfilling their responsibility academically while a student at Indiana Agriculture & Technology School. This process is called Academic Review Status Policy which has a three-step process. The process is included in Attachment 4 of the application.

**Student Engagement Policy**

Per IC 20-24-7-13, a student who fails to participate in courses may be withdrawn from enrollment with the school provided that the following has been followed:

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

Our Academic Review Status policy provides the adequate process required for the Student Engagement Policy. See Attachment 4 for the Academic Review Status Policy.

**Documentation of Attendance**

Indiana Agriculture & Technology School will operate on a balance calendar (188 Instructional Days) with its offices open Monday through Friday, 8am to 4pm, except on national holidays or in the event of a weather catastrophe or other natural disaster. The administrator, faculty, and staff may schedule appointments to work with or assist students before or after the regular hours, or on Saturdays, as needed.

Each day that a student is in attendance, the student will log in to GENIUS to access his or her courses. The students are assigned login passwords and usernames by the Student Learning Advocate when the course selection is complete. Students are provided with extensive orientation by the Student Learning Advocate about accessing their courses, how to navigate the courses, submit assignments and assessments, and who and how to contact if they have a technical issue. The school recommends that a student spend an hour per day per subject, but the school day can be broken up to accommodate a student's needs. Logging into GENIUS automatically records attendance, time spent in the courses, grades, and any additional information needed by the school. This data is housed in GENIUS, the Student Information System. According to data of existing virtual schools and research, middle school students typically spend 5.5-6.0 hours per day doing course work, again dividing their instructional day into 2 sessions. Historically, high school students have spent 6+ hours per day doing course work, and they tend to divide this into one short and one long session. Some high school students, with the assistance of their Student Learning Advocate, devise a block schedule for themselves, thus progressing through their course work at a different pace.

**Progress in Course Work**
Students’ progress will be carefully monitored by the Student Learning Advocate assigned to that student, and this will be done on a weekly basis or more frequently, if needed. Each week the Student Learning Advocate will contact the student and parent/guardian to discuss the student’s attendance and progress in all courses. Adjustments and suggestions for improvement will be discussed at this time. Students who are struggling academically or who have other problems may be contacted more frequently to best meet their needs.

**Student Discipline**

Indiana Agriculture & Technology School is committed to providing a safe and orderly environment and protecting the health, safety, and welfare of all students. To that end, we expect our students, administration, faculty, and staff to support our vision of providing student-centered services in a professional and compassionate manner utilizing highly trained and committed staff to individualize educational strategies that will empower each student to succeed. Attachment 7 provides information on student expectations for the school.

Indiana Agriculture & Technology School will create a positive discipline plan and learning environment to encourage appropriate student behavior. An added component to dealing with these students will be interventions such as guidance counseling sessions, Student Learning Advocate-parent-student meetings, both online and in person, and other interventions designed to identify the root problems and teach appropriate behaviors.

The school will have a strict discipline policy for students who engage in fighting or other aggressive behavior as defined by the Indiana Department of Education. In addition, students who are disruptive or a danger to themselves or others will be dealt with immediately through suspension or dismissal. Administrators, faculty, and staff will receive training designed to prevent and minimize disruptive and aggressive student behavior. Students who are ESE will be disciplined according to the state and federal ESE guidelines and the behavior intervention plan prescribed in their Individual Education Plans. Although this school is a virtual school, because of the availability and frequency of interactions between students, their families, and school personnel, all students will be expected to conduct themselves appropriately while on school property, attending a school function or interacting with school personnel. Appropriate behavior includes, but is not limited to, language use, dress, and non-verbal communication, in compliance with all school policies. Indiana Agriculture & Technology School is dedicated to providing student centered services in a professional and compassionate manner utilizing highly trained and committed staff to individualize educational strategies that will empower each student to succeed. Thus, one of the most important under-girding principles is the creation of a learning environment based on respect for all. The following codes of conduct serve to promote and enforce this environment. Students and parents are asked to sign the following agreements: Student Parent Contract, Acceptable Use of Technology Contract, and the Academic Honesty Policy Contract.

**Parent and Community Involvement**

**Role in Development of School**
The Governance for Indiana Agriculture & Technology School has been structured to optimize open and direct communication between the Board and parents. Board Meetings will be open to the public and held to afford participation by as wide a spectrum of parents as possible. A School Advisory Council will be established, which will be comprised of parents, Student Learning Advocates, administration, select students, and local community members. The Advisory Council will work collaboratively with the Governing Board and school administration to offer recommendations for continual School improvement, fundraising and safety. Governing Board meetings will include a standing agenda item for a report from the Advisory Council and/or comment opportunity for public comment. Additionally, an annual Parent/Student Satisfaction Survey will be administered in the interest of incorporating apparent satisfaction into the overall evaluation and success of the school.

Parent involvement is an important component for student success. Parents will be encouraged to attend “Parent Night” meetings which provide parents and guardians the opportunity to learn about the school, meet with administrators to discuss student progress and learn tips on how to support student learning and attendance. These will be held at specific locations throughout the state. Other parent involvement activities include volunteering during student field trips and activities, career fairs, and student graduation activities. As applicable, parents may share their career experience and expertise during a student career seminar. Effective communication and a positive relationship with parents will promote and encourage parent support and involvement in the school.

Process for Dissemination of Information

Parents and community members will be informed about the development of the school via the school’s web site, blog, and various social media. Informational sessions will be scheduled at the various Student Support Centers, and radio, Internet, and print media ads will be purchased to inform parents and community members of these sessions.

Program to Encourage Parental/Community Involvement

The school will seek to actively involve parents as much as possible. In a document titled “Everyone Plays a Part” that is included in the Student/Parent Handbook, parents are reminded of the role, they play when their children are enrolled in an online learning environment:

The Role of the Parent/Guardian

1. Available to supervise the student while the student is completing his/her school work.
2. Contact should be maintained with your Student Learning Advocate or anytime you have a question.
3. Adhere to Indiana Agriculture & Technology School's attendance policies. Immediately inform your Student Learning Advocate of any illness or extended time away from your child’s studies.
4. Provide proper documentation to the GENIUS of any email address, phone number or residency changes.
5. Participate in universal screening and interventions, including but not limited to NWEA and all state-mandated testing. It is the responsibility of the parent to provide transportation to all on site, state-mandated testing.
6. Provide health records annually.
7. Notify your Student Learning Advocate if you have a technical issue that prohibits your child from completing school work based on their academic plan.
8. Liability for the school’s equipment and materials is the responsibility of the parent.
9. Parents will be encouraged to participate in field trips, informational sessions, and all student activities.
10. Parents will also be invited to become a part of the School Advisory Committee.

Community Resources, Evidence of Support

Indiana Agriculture & Technology School’s will work with a university to offer early college opportunities will provide unprecedented opportunities for its students. It is hoped that students will have access to academic opportunities in the form of dual credit courses, attendance at lectures and campus events, and the opportunity to interact with educational professionals at the college and post-graduate level. In addition, it is hoped that Indiana Agriculture & Technology School will become a laboratory for the development of best-practices in every aspect of online education, and in so doing, will be able to enhance every student’s academic experience through the input of visiting scholars.

Educational Program Capacity

The Board of Directors will conduct a search for a qualified school leader(s). Utilizing ads in professional journals and other sources, Indiana Agriculture & Technology School will compile a list of qualified applicants, and then begin the process of interviewing them in person. The Executive Director will communicate with the Board of Directors providing regular updates on status of the leadership team and other employees of the school.

Qualifications for Executive Director:

• Minimum of a Master’s Degree in Education with a certification in administration and supervision, certification in educational leadership, or
• An equivalent certification approved by the Indiana Department of Education.

Additionally:
• Minimum of three (3) years of experience in a supervisory role
• Minimum of three (3) years of teaching experience in online environment
• Excellent oral and written communication skills
• Ability to use Microsoft operating system and be proficient with Microsoft Office applications to include Word and Excel, and ability to use the Internet
• Effective organizational skills with the ability to perform multiple tasks
• Satisfactory completion of criminal history/background check
The staff from Indiana Agriculture & Technology School represent the leading experts in the US in online education and virtual school development and management. These individuals have a proven track record of success, and they can ensure the success of the school.

The team from Indiana Agriculture & Technology School will work on a nearly full-time basis to perform all necessary tasks and duties that will lead to the school’s opening and ongoing management, including but not limited to the following: admissions, marketing, GENIUS, EDGENUITY, universal screening, RtI and student achievement programs, professional development for all Board members, school administration, faculty and staff, financial management, human resources, technology support, purchasing, and ongoing supervision and support of and for all aspects of the school.

Responsibilities and Roles of School Personnel

<table>
<thead>
<tr>
<th>Title</th>
<th>Roles and Responsibilities</th>
<th>Accountability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>Budgets; Board Development/Relations/Authorizer; School District; Legal; Core 40 Academics; Special Education; Guidance</td>
<td>Reports to Governance Board</td>
</tr>
<tr>
<td>Chief Academic Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director</td>
<td>Agriculture Education/Tech; Marketing; Career Services; Corporate Support (Ag Companies); Board Relations; School District Legal</td>
<td>Reports to Governance Board</td>
</tr>
<tr>
<td>Chief Operation Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director of Special Education</td>
<td>Oversees all day-to-day operations and programs for all students with an IEP or GIEP, oversees all Student Learning Advocates working with IEP students.</td>
<td>Reports to Chief Academic Officer</td>
</tr>
<tr>
<td>Director of Guidance</td>
<td>Oversees all student academic course work and works with Student Learning Advocates on student academic progress.</td>
<td>Reports to Chief Academic Officer</td>
</tr>
<tr>
<td>Student Learning Advocate</td>
<td>Provides all services to students including ordering courses, monitoring progress, and all guidance duties</td>
<td>Reports to Chief Academic Officer and/or Director of Special Education</td>
</tr>
<tr>
<td>Position</td>
<td>Responsibilities</td>
<td>Reports to</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Business Manager</td>
<td>Oversees all day-to-day financial transactions, prepares all financial reports for Executive Director and Governance Board. Works closely with Bookkeeping Plus.</td>
<td>Executive Director(s)</td>
</tr>
<tr>
<td>Registrar</td>
<td>Oversees all student enrollment registration; Manages all student files for receiving or sending from/to schools; Provides student transcripts to colleges/universities; Oversees and updates all student information for student files.</td>
<td>Guidance Director</td>
</tr>
<tr>
<td>Technology Director</td>
<td>Staff help desk, address any and all technology issues, including hardware, software, and connectivity</td>
<td>Executive Director, Dir. of Special Ed., Dir. of Instruction</td>
</tr>
</tbody>
</table>

All faculty and administrators will be required to be appropriately certified and have current background checks and criminal history clearances on file with the Human Resources department.

Section 2. Operations Plan & Capacity

Governance

Legal Status and Governing Documents

The organizing group has set up a corporation, Indiana Agriculture Education, Inc., and has created Articles of Incorporation, By-Laws, and has submitted an application with the IRS to become a 501(c)3 corporation (See Attachment for the application and copy of check).

Organization Charts

See Attachment 13 of Indiana Agriculture & Technology School Organization Chart.

Governance Board

The Governance Board shall be comprised of individuals with the desire and expertise to direct the school. The expertise and passion for local involvement of the Governance Board will be the standard by which the officers and Board Members will be measured to carry out its legal responsibilities. The following positions will constitute the officers of the Board’s configuration: President, Vice-President, Treasurer, and Secretary.

Full Disclosure of Board Members

Full disclosure will be made of the identity of all relatives employed by the school who are related to the Charter School, president, President of the Governing Board, Governing Board
Member, Administrator, Assistant Administrator, or any other person employed or engaged by the school, or any organization engaged by the school.

**Economic Interest Statement**

Board candidates are required to file a written statement of their economic interests prior to becoming a member of the Indiana Agriculture & Technology School School Board.

**Board Training and Compliance:**

All Governance Board members will comply with the fingerprinting policy and board training statutes adopted by the Indiana Department of Education.

**Officers of the Governing Board:**

**President and Vice-President of the Board**

The President shall establish the agenda for all meetings of the Governing Board in consultation with the Board and, as appropriate in the discretion of the President, other members of the Governing Board. The President shall preside over all meetings of the Governing Board and shall have such other powers as the Governing Board shall determine. In the absence of the President at any meeting of the Board, the Vice-President shall exercise the rights and perform the functions of the President.

**Vice President**

In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the Chair and when so acting shall have all the powers of and subject to all restrictions upon the Chair. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act by the President at the time such action was taken. The Vice President shall perform such other duties as, from time to time, may be assigned to him/her by the President or by the Governing Board.

**Treasurer**

The Treasurer shall be the chief financial officer of the School and, subject to the direction and control of the Governing Board, shall have general charge of the financial affairs of the School; shall keep, or see that, full and accurate books of account and shall maintain custody of all funds, securities, and legal documents of the School. The Treasurer shall prepare or have prepared, and present, or have presentation, at each meeting of the Governing Board a report on the financial condition and affairs of the School. The Treasurer shall prepare or oversee all filings required by any School District, State of Indiana, the Internal Revenue Service and any other governmental agency. The Treasurer shall have such other powers and duties as are usually incident to that office and as may be vested in that office by these bylaws or by the Board.
Secretary
The Secretary shall record and maintain records of all proceedings of the Board in a book or series of books kept for that purpose and shall give such notices of meetings of Board as are required by the Charter, these bylaws, or by state law. No later than seven days before any meeting of the Governing Board, the Secretary shall distribute to each member, copies of any minutes from prior meetings that have not been approved by the Governing Board. The Secretary shall have such other powers and duties as are usually incident to that office and as may be vested in that office by these bylaws or by the Board. In the absence of the Secretary from any meeting of Board, a temporary Secretary designated by the person presiding at the meeting shall perform the duties of the Secretary.

Other Officers
Other officers shall have such duties and powers as may be designated from time to time by the Governance Board.

The policies and procedures used by the Governing Board will be promulgated in its contract with the authorizer, its bylaws, applicable administrative, faculty and student handbooks, and manual. The Board will continually assess the school, the Educational Program’s successes, and areas in need of improvement. The Board will be directly involved in analyzing alternatives and additions to the program by analyzing student and School performance data. By incorporating such scrutiny, the Board will ensure that the School will continue to consistently and effectively serve our student population.

All Governing Board meetings shall be noticed and advertised and open to the public. All meetings shall be in keeping with applicable state law, including compliance with the Open-Door Law. Subject to change by the Board, it is anticipated that the Board will schedule regular meetings to be held primarily at the office located at (Address to be added at later date). It is likely that in the initial stages of the school launch and development, the Board may choose to meet more frequently. However, the Board believes that meetings will be most productive as student achievement data becomes available and where sufficient time has been given to the management company to deliver and report goals, objectives and results. Board meetings will be attended by: the school’s administration, school personnel, any other relevant service providers, and such meetings will be open to parents and the general public.

General Duties by Statute and Contract:
Board Members must perform all duties:
- In good faith
• In a manner, he/she believes is in the best interest of the School
• With the same care that an ordinary prudent person in a like position would use under similar circumstances
• Duty of Care
• Duty of Loyalty
• Duty of Confidentiality
• Duty of Obedience to the Purpose of the School
• Direct the operations of the school and provide executive oversight to ensure the achievement of its mission and its purpose

Contract with authorizer to:
• Execute contract to begin school
• Evaluate whether to continue school operations throughout contract period
• Decide whether to apply for contract renewal with the authorizer
• Contract with Contractors and Vendors as needs are determined
• Ensure that school facilities will meet all health and safety standards
• Maintain insurance coverage per contract terms
• Ensure all employees and contractors pass criminal background checks and fingerprinting
• Hire certified and licensed instructors and professionals subject to management agreement
• Ensure the school is non-sectarian
• Conduct meetings in accordance with Indiana’s Open-Door Law
• Provide access to public records
• Report child abuse or neglect
• Conduct statewide tests of student achievement
• Ensure School follows state and district policies for student suspension, expulsion and removal
• Maintain confidentiality of student records
• Ensure the Management Company complies with rules for employers regarding
• Non-discrimination in wage rates
• Worker’s Compensation
• Unemployment Compensation
• Participate in State information management system
• Adopt and maintain comprehensive school safety plan
• Disclose and address all potential conflicts of interest on the part of members of the Governing Board

Specific Duties by Statute and Contract

Board Members must:
• Develop and Implement a Financial Plan including budget forecast for each year of contract
• Provide for the development of financial policies, procedures, and internal controls, and consider and approve such policies, procedures, and controls
• Comply with rules provided by the State Auditor, maintain auditable financial records
• Provide scheduled financial reports to the Indiana Department of Education
• Develop and implement a Governance and Administrative Plan that lists policies and procedures for the management and administration of School

Develop and implement an Educational Plan that will:
• Provide students with a quality education and one year’s worth of learning for one year’s worth of instruction
• Provide students with the necessary requirements to complete the plan of study including high school completion, career planning, post-secondary enrollment
• Implement an Accountability Plan that list policies, procedures, and measurements to assess student achievement of academic goals, performance standards including
• Completing all state required annual reports for parents of enrolled students on progress in meeting academic goals.

The Governance Board may, in a meeting noticed and held consistent with applicable law, authorize representatives and agents of Indiana Agriculture & Technology School to exercise such powers and duties consistent with applicable law.

Roles and Responsibilities

The Governance Board is accountable for the academic, financial, and operational performance of the school. The Governance Board will govern all operations of the school, delegating day-to-day management to the administrative staff and establishing the reporting relationship between the Governance Board and administrative staff. The Governance Board will approve budgets, set policy, establish procedures, have the authority to select the Executive Director(s), and to terminate his or her employment, and ensure that the financial and administrative management of the school meets regulatory requirements, maintains sound fiscal standards, and remains financially viable.

Further, the Governance Board will ensure that: the school’s performance and accountability measures, standards and goals are met or exceeded; ongoing assessments and evaluations are accomplished; financial reports are prepared and presented on a timely basis and controls are in place in accordance with all Indiana public school accounting policies and procedures, state requirements are met; the school is operated in compliance with this charter application, the charter contract with the authorizer, and all applicable laws; and that annual progress and accountability reports are made to the IDOE and other entities in the format and time required by law.

Board Creation/Transition

Indiana Agriculture and Technology School Application
The members will convene an organizational meeting to organize themselves to become an appropriate Governing Board. The transition to a Governing Board will be supported by the orientation and training provided to Governing Board members. By resolution, the Members will select and approve of Officers and Members including its President to manage the affairs of the school.

Procedures

The Board may solicit the community for local board members via past and ongoing personal relationships and accomplishments, recommendations of experts, and completion of an informational profile or survey portraying their qualities and vision as a policy-making body for an educational institution. The Board will expect to add board members on an ongoing basis. All Governance Board members will participate in all state required training for Governance Board members.

The Governance Board shall be comprised of individuals with the desire and expertise to direct the school. The expertise and passion for local involvement of the Governance Board will be the standard by which the officers and Board Members will be measured to carry out its legal responsibilities. The following positions will constitute the officers of the Board’s configuration: President, Vice-President, Treasurer, and Secretary.

All Governing Board meetings shall be noticed and advertised and open to the public. All meetings shall be in keeping with applicable state law. Subject to change by the Board, it is anticipated that the Board will schedule regular meetings to be held at the office located at (Address will be entered at later date). It is likely that in the initial stages of the school launch and development, the Board may choose to meet more frequently. However, the Board believes that meetings will be most productive as student achievement data becomes available and where sufficient time has been given to the management company to deliver and report goals, objectives and results.

Ethics and Conflicts of Interest

The school’s governing board is guided by a set of by-laws that defines how the board will operate, including conflicts of interest. In addition to the by-laws, ethics and conflicts of interest are specifically addressed during the Board’s training and orientation. Consistent with Indiana law, each Governing Board member will sign a Conflict of Interest Policy. See Attachment 15, Board of Directors Code of Ethics.

Board Expansion, Development, and Succession

Policies for terms of service and other matters will be developed by the Board in compliance with the By-Laws, state law, and the school’s mission and vision.
Governing Board Removal Procedures and Term Limits: Removal Procedures

All policies may be found in the provisions stated in the By-laws.

Advisory Bodies

The Governance Board in conjunction with the school’s administration will form a School Advisory Board comprised of interested citizens, community leaders, parents, and educators who are willing to serve on this committee. The purpose of this committee is to provide input and advice to the Governance Board and school administration. The structure of this committee is not yet determined.

Grievance Process

The Executive Director(s) will be an experienced school leader with knowledge of Indiana School Law, and he/she will have an inherent business acumen and appropriate client relationship skills. All administrators, faculty, and staff will receive training in conflict resolution that will include appropriate procedures for dealing with conflicts with parents, students, and fellow employees. If after giving the parent an opportunity to communicate their concern to the Student Learning Advocate, and/or the Director of Special Education, and the Executive Director(s) is unable to resolve the parent’s problem within his/her authority and the boundaries of Indiana School Law, then the parent may request an appearance before the school Governance Board. The Governance Board will be unlikely to overrule a decision of the Administrator unless the Administrator has acted outside of his/her authority or has breached applicable school law. If this is the case, then the Board may seek appropriate legal counsel to resolve the issue.

School Management Contracts

Not Applicable. We are not using any outside contracts.

Staffing

Staff Structure

For a complete staffing chart for Indiana Agriculture & Technology School see Attachment 16 – Staffing Chart. The staff from Indiana Agriculture & Technology School represent the leading experts in online education and virtual school development and management. These individuals have a proven track record of success, and they can ensure the success of the school.

The team from Indiana Agriculture & Technology School will work on a nearly full-time basis to perform all necessary tasks and duties that will lead to the school’s opening and ongoing management, including but not limited to the following: admissions, marketing, GENIUS, EDGENUITY, universal screening, RtI and student achievement programs, professional development for all Board members, school administration, faculty and staff, financial
management, human resources, technology support, purchasing, and ongoing supervision and support of and for all aspects of the school.

**Staffing Plans, Hiring, Management, and Evaluation**

Indiana Agriculture & Technology School will conduct searches for qualified personnel via ads in IDEO website, professional journals, and other local media outlets. Indiana Agriculture & Technology School will ensure that all hiring meets or exceeds requirements as set forth in IC § 20-24-6-5. 100% of Student Learning Advocates employed by Indiana Agriculture & Technology School are certified in the state in which they are teaching and are Highly Qualified Student Learning Advocates. Indiana Agriculture & Technology School requires all employees to undergo FBI and BC1 clearances, as well as any other clearances required by the State of Indiana. Procedures for hiring and dismissing school personnel are detailed in the Employee Manual. Most employees are at-will employees, although some may have contracts. All employees of the school will be provided with health insurance, retirement benefits, and other benefits as required by IC 20-24-3-5(b)(3)(S).

The Executive Director(s) of Indiana Agriculture & Technology School are essential to the success of the school and consist of a Chief Academic Officer and a Chief Operations Officer. As leaders, the Executive Directors are accountable for the continuous growth of students and increased performances as measured over time by school and state, as well as determined standards and indicators.

Indiana Agriculture & Technology School will utilize the RISE evaluation process which is constructed to look at all elements that are reflected within the school’s model to accurately determine the effectiveness of the Executive Team. Elements in the assessment model may include:

- Determination of clear standards for the Executive Team’s performance;
- Identification of specific, measurable goals;
- Agreement on measures/data to assess them;
- Provisions for Executive Teams’ development level and experience;
- Regular meetings to track and encourage progress;
- Training, support, and authority provided for the Executive Team;
- Executive Team members self-evaluation and personal growth planning; and
- Use of assessment data to plan next steps in growth and development of the Executive Team

Prior to the opening of the school, the Board of Directors and administration for Indiana Agriculture & Technology School will work in developing evaluation rubrics for all administration, faculty, and staff. These will include both self-evaluation and formal evaluation conducted by that person's supervisor.

**Professional Development**
Indiana Agriculture & Technology School will provide all its administrators, Student Learning Advocates, and staff with intensive professional development programs. Indiana Agriculture & Technology School will implement ongoing, intensive professional development for its Student Learning Advocates, administrators and staff.

Specific topics to be covered during professional development may include, but are not limited to:

- The complete guide to EDGENUITY courses
- Best practices in e-pedagogy
- Online mentoring and monitoring
- Effective strategies for promoting student achievement in an online environment
- Training in the use of the GENIUS
- Best practices in special education academic course development
- The online RtI process and programs
- Student achievement and universal screening
- Training in Agriculture Education

Prior to the start of the second year when students will be enrolled in the school, all administration, faculty and staff will participate in 5 days of intensive training in:

- EDGENUITY design, development, content
- The use of the GENIUS
- Student achievement and universal screening
- The online RtI process and programs
- Online mentoring and monitoring

Participants will be provided with print materials and handbooks for each topic.

Indiana Agriculture & Technology School aims to become an example of very high-quality online education, and it will seek to hire and train its employees to serve students in this environment. The strong commitment to professional development and Student Learning Advocate training will mean that the students will be supported by highly trained, caring educational professionals. All administration, faculty, and staff will participate in a minimum of 20 days of professional development that will focus on ongoing training in the topics described above. Attendance will be mandatory, and all sessions will be recorded and archived so that if an employee must be absent, he or she can view the entire session at a later date. The goal is to maintain a vibrant academic environment that is constantly being updated with the latest developments in online pedagogy, EDGENUITY, education, and other topics.

Indiana Agriculture & Technology School will support all administrators, faculty, and staff on an on-going basis. In addition to the frequent professional development sessions, Indiana Agriculture & Technology School will routinely provide ongoing mentoring and guidance.
All personnel, administration, members of the Governance Board, and any other stakeholders will participate in an extensive orientation program on the organization and design of a successful virtual charter school, using experts from other online virtual academies, EDGENUIY specialists, and technology field. Additional one-day sessions will be conducted via video conference in best practices and new developments in online education for all school employees, including administrations, faculty, and staff. The Governance Board and other stakeholders will be invited to attend.

After each professional development session, participants’ will be asked to complete a questionnaire designed to evaluate the content, delivery, relevance, and overall quality of the session. Results are carefully screened, and adjustments are made based on this input. Results from different schools are compared to glean additional information.

Performance Management

Nineveh-Hensley-Jackson United School Corporation, our sponsor, will evaluate the performance of the charter school annually and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board’s fiduciary obligations related to sound governance.

Facilities

We will not have a brick and mortar building at the start of the school. Indiana Agriculture & Technology School plans to open Student Support Centers across the state using existing facilities. This will be determined once the school is approved. Locations of the Student Support Centers will be determined by geographic concentrations of enrolled students. At our opening, we will use a dedicated campus located in Morgantown, Indiana consisting of a 607-acre complex of 200 acres of classified forest, 200 acres of row crop tillage, and 200 acres of pasture. The campus contains 10 lakes and ponds, a significant wetlands laboratory and various agriculture focused facilities.

Start-Up & Ongoing Operations

Start-up Plan

Attachment 19 contains a detailed start-up plan with timelines.
Transportation

Because Indiana Agriculture & Technology School is a state-wide virtual charter school, the school will not provide transportation. Students attending Indiana Agriculture & Technology School will not be required to attend any functions at the school's offices other than certain required testing, IEP meetings, certifications courses, or other such state and/or federally mandated occasions. Thus, Indiana Agriculture & Technology School will not provide transportation for students, although the Student Learning Advocates and other school personnel will work closely with families who need assistance in traveling to the school's offices or to scheduled school events held at other locations, such as field trips. Transportation service will be provided by the school to a student whose Individual Education Plan (IEP) stipulates so; in which case, all necessary arrangements will be made to ensure that transportation is not a barrier to equal access. Because of the nature of this school, appointments and testing can be scheduled with some degree of flexibility, thus public transportation options are available to our students who want or need them. Indiana Agriculture & Technology School will comply with all requirements of the McKinney-Vento Homeless Assistance Act, 42 USC 11431 for homeless students, including the stipulation that these students shall have transportation to school.

Safety and Security

Indiana Agriculture & Technology School is committed to providing a safe and orderly environment and protecting the health, safety, and welfare of all students. To that end, the school expects students, administration, faculty, and staff to support the vision of providing student-centered services in a professional and compassionate manner utilizing highly trained and committed staff to individualize educational strategies that will empower each student to succeed.

Internet Content Filtering

Every school-issued computer is preinstalled with a CIPA-compliant internet content filter. CIPA refers to The Children's Internet Protection Act, which is a federal law enacted by Congress to address concerns about access to offensive content over the Internet on school and library computers. This filter benefits our families in several ways including:

- Helps prevent children from deliberately or inadvertently accessing inappropriate sites
- Helps prevent predators from talking to children online
- Allows students to research within a safe learning environment. If a student tries to access a site that is blocked, the student will see this:
Internet access to the requested Web site has been denied based on Indiana Agriculture & Technology School Use Policy.

User/Machine:  Your Name
IP:  111.111.111.111
Category:  Block Category
Blocked URL:  http://www.test.com/

For further options, click here.

8e6 R3000 Enterprise Filter provided by 8e6 Technologies. Copyright 2008. All rights reserved.

Data Security

To maintain the strictest standards of confidentiality for student data, The Indiana Agriculture & Technology School utilizes the best industry standard protocols to secure confidential information. While its existing student information systems are Web-based, the organization employs standard technologies such as Secure Sockets Layer (SSL) encryption, which is a secure encryption protocol for transmitting data over the Internet. Access to such applications is available only via Virtual Private Network (VPN) access if the employee is outside of the local area network. A Virtual Private Network uses the Internet to create a secure channel between a local computer and a remote computer.

Additionally, Indiana Agriculture & Technology School employs a multiple firewall methodology to assure that access to specific resources is controlled. All student data will be accessed only by personnel that require information as part of their job description, and employee credentials are required to gain access. All student-centric systems such as, but not limited to learning management system(s), portals, assessment applications, synchronous instruction, and third-party resources are restricted by school-issued student user ID’s and passwords. All student data is held locally, and is controlled by Indiana Agriculture & Technology School. While the school does employ resources from third parties, all access to products is controlled locally.

Further, the faculty, staff, and administration have had to consider additional mechanisms to communicate between students/parents and staff. In addition to email communications restrictions, much thought and planning has been done to secure additional functionality such as discussion boards, chat, and blogging.

During the admissions process, it is not uncommon for the school’s admissions team to gather student information in remote locations. During this time, an off-line admissions application is utilized so that no information is transmitted via the Internet or local network to avoid
accidental or intentional interception. This information is then updated once the admissions team has returned to the secure local area network. Issues relating to lost or stolen equipment have also been considered, and advances have been made to secure and encrypt student data held on individual laptops.

As a complete online school, The Indiana Agriculture & Technology School has additional integrated systems that allow staff to perform a host of functions not usually required in traditional schools. This would include, but is not limited to, systems necessary for the distribution and reclamation of equipment and materials, and the help-desk. These systems are subject to the same precautionary and standard security practices as Student Information Systems.

**Student Acceptable Use of Technology Policy**

All students and parents will be required to sign the Acceptable Use of Technology Policy as a part of the enrollment process. As students and their families choose to use their own computers, they must still sign and abide by this policy.

**Technology Specifications and Requirements**

All students will be expected to start school with an acceptable laptop, smart device or tablet capable of accessing and utilizing the curriculum. The following minimal requirements are required.

a. High speed Internet connection bandwidth usable by each student should be at least 500KB/sec to properly view streaming video and interactive content.

b. Minimum system requirements: Memory 256 Mb. Hard Drive 40 GB, Processor P4-2.4
   i. GHz, operating system Windows 2000.

c. Indiana Agriculture & Technology School recommends high-speed connectivity because of the media-rich content of all EDGENIITY courses.

Productivity Microsoft Office products are used in our courses, but for the most part, students should have access to Microsoft Word to view documents. Alternatively, students can use some of the “viewer” products. If a word processing suite is not available, an open source software solution can be used such as Open Office.

Students will have access to technical support from 8-8, M-F. Support staff may be located at one of the Student Support Centers or at the technology department at Indiana Agriculture & Technology School. Students may contact the tech support help desk via email or by phone. A chat feature will be provided. All calls will be returned in 24 hrs. See item 3 “Data Security” above.

Students have access to the course guide located in each course’s home page. This guide contains, among other items, a complete list of all instruction and assignments. These guides
can be printed and used when the student does not have access to his or her computer or the Internet. High speed Internet connection bandwidth usable by each student should be at least 500KB/sec to properly view streaming video and interactive content.

The Indiana Agriculture & Technology School DRP (Disaster Recovery Plan) indicates that the critical systems leveraged for the e-learning practice within the Network Operations Center (NOC) are to be backed up offsite via server snapshot hourly, and stored at cur partner site, which is to be determined once the school is approved. The NOC will be designed to survive catastrophic failure, and includes local data backups, as well as redundant systems, battery backups, and backup generator capable of energizing the NOC and enabling normal usage.

Should a catastrophic event occur, the DRP contains contingencies to restart off-site services within hours of the event, and protects data for infinite periods of time.

Acceptable Use of Technology Policy

Students are responsible for appropriate behavior on the school’s computer, just as they would be in a brick and mortar classroom or at a school event. Communications on the Internet are often public in nature.

Students are personally responsible for their actions in accessing and utilizing the school’s computer resources.

Students are advised never to access, keep, or send anything they would not want their parents or Student Learning Advocates to see. Regarding privacy, computer storage areas may be treated like “traditional” school lockers. The school will supply each student with an e-mail account that will be stored and maintained on the school e-mail server.

School administrators reserve the right to monitor any student e-mail communication that passes through school e-mail servers. Administrators may review communications files to maintain system integrity. This will insure that students are using the computer system responsibly.

Students should not use profane, abusive, or impolite language when communicating online. Students should not access any materials that are in violation of school rules and policies. If students encounter such material by accident, they should report it to their parents/guardians immediately who should then contact the school with this information.

The school expects students to observe the following rules of online behavior:

- Students will only access the Internet for educational purposes
- Students will restrict their access to material deemed appropriate by staff and parents
• Students will use appropriate conduct toward others

• Students will observe and respect license and copyright agreements

• Students will keep passwords and personal information confidential. (Student names, telephone numbers, and addresses should not be revealed over the Internet)

The following types of access are inappropriate uses:

• Accessing profane or obscene material, material suggesting illegal acts and material advocating violence or discrimination

• Using the access for illegal acts

• Attempts to access any resources that are restricted, confidential or privileged

• Posting chain letters

• Internet Relay Chat, news groups, or mailing list participation unless directed and supervised by a staff member for a classroom assignment

• Granting Internet or network access to unauthorized persons intentionally or unintentionally, or failing to notify a Student Learning Advocate or administrator if you suspect someone of using your password

• Posting personal contact information

• Agreeing to meet someone met online without parental approval and under the supervision of a Student Learning Advocate or authorized adult

• Attempts to disrupt access

• Causing damage to, or changing function, operation or design of, the technology

• Using obscene, profane, lewd, vulgar, rude, inflammatory or threatening language

• Harassing another person

• Posting false or defamatory information
• Plagiarizing information found on the Internet

• Disregarding the rights of copyright owners on the Internet

• Posting web pages without the consent of a Student Learning Advocate or authorized adult

• Buying or selling any products or services

In the instance where a loaner or other computer is provided by the school:

Every school-issued computer is pre-installed with an Internet content filter pursuant to federal regulations. The filter is not to be removed because it blocks access to sites deemed inappropriate, as well as sites that have no educational value. Social networking sites, pornography, gambling, and proxy sites are blocked through the filter. Use of instant messenger applications is not permitted on school issued computers and is also blocked.

Most web-based e-mail sites are blocked, as these sites have instant messenger functions built into them. These sites include Yahoo Mail, Gmail, Hotmail, and AOL Mail. The school provides student e-mail accounts. These accounts are the only e-mail accounts needed to communicate with Student Learning Advocates, Instructional Supervisors and any other staff.

Parents must monitor their children’s compliance with these standards. Students who violate these standards may face a loss the loss of school-owned computer equipment, other disciplinary measures and/or legal action.

Section 3. Budget and Financial Plans

Financial Plan

The Board of Directors of Indiana Agriculture & Technology School is primarily responsible for the fiscal management and fiduciary oversight of the school. The Executive Director(s) will outsource a highly qualified full-service accounting firm who provides various accounting and fiscal management services. They will be experienced working with schools, with a focus on charter schools. Indiana Agriculture & Technology School will hire a full-time Business Manager to work with the outside firm and would be responsible for everyday operations on the business side of the school.

See Attachment 21 which shows the schools budget projected over a five-year period.
*In developing the budget, figures were based on figures from 2018 to determine our per pupil funding estimates and was used for planning purposes only. (HB 1001 Conference Committee Report with Senate & House Budgets)

Financial Management Capacity
The Board of Directors will evaluate implementation of Policies and Procedures for the Office of Institutional Advancement. This is to help offset costs that will be incurred by the school and is unique in how charter schools operate financially. See document with Attachment 21 - Budget Worksheet.
Indiana Agriculture & Technology Academy
Accountability Plan
2018 - 2019

1. Enrollment Requirements

Enrollment will not be limited and/or controlled in an effort to meet staffing requirements (i.e. class reductions, etc.) of the Accountability Plan. Indiana Agriculture & Technology Academy must maintain an enrollment of not less than 545 students in grades 7-12.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to assess this requirement:

<table>
<thead>
<tr>
<th>Number of Enrolled Students</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;550</td>
<td>Exceeded</td>
</tr>
<tr>
<td>550</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;545</td>
<td>Failed</td>
</tr>
</tbody>
</table>

2. Educational Requirements

Research on school improvement and school effectiveness has shown data use to be central to the school improvement process, and there are many case studies available describing the variety of ways in which data has supported educational decisions. Recent policies at the federal, state, and local levels have served to bring data use to the fore.

Student assessment data will be collected monthly, at the end of each semester, and at the end of the school year. State-mandated test results, NWEA assessments, and other artifacts of student work will be used to determine academic growth. Results of all assessments will be compiled by grade level and for the school as a whole. All results/progress will be tracked and maintained in the school's data room.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to assess this requirement:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete program implemented at Indiana Agriculture &amp; Technology Academy, Data Collected, Maintained, and Utilized as required for all students</td>
<td>Met</td>
</tr>
<tr>
<td>Complete program WAS NOT implemented at Indiana Agriculture &amp; Technology Academy, Data WAS NOT Collected,</td>
<td>Failed</td>
</tr>
</tbody>
</table>
a. Academic Achievement

Indiana Agriculture & Technology Academy will demonstrate improvement in the state’s accountability system. For each future year of operation, Indiana Agriculture & Technology Career Academy will receive a grade of C or better beginning in the first year of operation under the Charter Agreement with Nineveh-Hensley-Jackson United School Corporation. For each subsequent year, Indiana Agriculture & Technology Career Academy will receive the same grade or better than the year before. By year five of the charter, Indiana Agriculture & Technology Academy will earn a school rating of A.

For each future year of operation, Indiana Agriculture & Technology Career Academy will receive a grade of D or better beginning in the first year of operation under the Charter Agreement with Nineveh-Hensley-Jackson United School Corporation. For each subsequent year, Indiana Agriculture & Technology Career Academy will receive the same grade or better than the year before. By year five of the charter, Indiana Agriculture & Technology Academy will earn a school rating of B.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of growth for this requirement:

**Indiana Agriculture & Technology Preparatory Academy**

<table>
<thead>
<tr>
<th>Year One</th>
<th>Achieved a grade of C or Better</th>
<th>Met Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did not Achieve a grade of C or Better</td>
<td>Failed Standard</td>
</tr>
<tr>
<td>Year Two - Four</td>
<td>Achieved a grade of A or B</td>
<td>Exceeded Standard</td>
</tr>
<tr>
<td></td>
<td>Achieved a grade of C or Better</td>
<td>Met Standard</td>
</tr>
<tr>
<td></td>
<td>Did not Achieve a grade of C or Better</td>
<td>Failed Standard</td>
</tr>
<tr>
<td>Year Five</td>
<td>Achieved a grade of A</td>
<td>Exceeded Standard</td>
</tr>
<tr>
<td></td>
<td>Achieved a grade of B or Better</td>
<td>Met Standard</td>
</tr>
<tr>
<td></td>
<td>Did not Achieve a grade of B or Better</td>
<td>Failed Standard</td>
</tr>
</tbody>
</table>

**Indiana Agriculture & Technology Career Academy**

<table>
<thead>
<tr>
<th>Year One</th>
<th>Achieved a grade of C or Better</th>
<th>Met Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did not Achieve a grade of C or Better</td>
<td>Failed Standard</td>
</tr>
<tr>
<td>Year Two - Four</td>
<td>Achieved a grade of A or B</td>
<td>Exceeded Standard</td>
</tr>
<tr>
<td></td>
<td>Achieved a grade of C or Better</td>
<td>Met Standard</td>
</tr>
<tr>
<td></td>
<td>Did not Achieve a grade of C or Better</td>
<td>Failed Standard</td>
</tr>
<tr>
<td>Year Five</td>
<td>Achieved a grade of A</td>
<td>Exceeded Standard</td>
</tr>
<tr>
<td></td>
<td>Achieved a grade of B or Better</td>
<td>Met Standard</td>
</tr>
<tr>
<td></td>
<td>Did not Achieve a grade of B or Better</td>
<td>Failed Standard</td>
</tr>
</tbody>
</table>
b. Documentation of Value Added

All students will take the NWEA assessments at entrance and two additional times per year as a part of the universal screening program. Additional assessment must be an ongoing part of the overall academic growth program. In addition, additional assessments should be utilized for ELL students, students with disabilities, gifted students, or any student deemed appropriate by the academic team. This data must be used to inform strategies for student assistance programs, including intervention.

A pattern of growth will be assessed by Nineveh-Hensley-Jackson United School Corporation as a percentage of students enrolled for at least one semester who make progress on the NWEA tests or other instrument as measured at the time of entrance and two additional times during the academic year.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of growth for this requirement:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;80%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>70-80%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;70%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

c. Participation Rate

Beginning in year one of the new charter, the percentage of students required to take state-mandated tests and who participate will increase 5% per year from a baseline of not less than 85%.

The following chart will be utilized by Nineveh-Hensley-Jackson Unitec School Corporation to assess this requirement:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;100%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>86-99%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;85%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

3. School-wide Satisfaction

The percentage of students, parents, and staff reporting satisfaction with their school experience will be at or above 75% as determined by a third-party survey.
The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to assess this requirement:

<table>
<thead>
<tr>
<th>Satisfaction with School</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;90%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>75% - 89%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;74%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

4. **Organizational Requirements**

a. **Student Learning Advocate/Special Education Roster Size**

Implementation of this requirement will require appropriate staffing at the Student Learning Advocate and Special Education level.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

**Student Learning Advocates**

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of students with &lt;150</td>
<td>Exceeded</td>
</tr>
<tr>
<td>Number of students 150</td>
<td>Met</td>
</tr>
<tr>
<td>Number of students &gt;150</td>
<td>Failed</td>
</tr>
</tbody>
</table>

**Special Education**

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of students with &lt;50</td>
<td>Exceeded</td>
</tr>
<tr>
<td>Number of students 50</td>
<td>Met</td>
</tr>
<tr>
<td>Number of students &gt;50</td>
<td>Failed</td>
</tr>
</tbody>
</table>

b. **Teacher/Administration Team Management**

A U.S. Department of Education (2004) study observes that at successful charter schools, administrators have created program schedules to support collaboration. This collaboration concludes shared meeting time for school teams gives them opportunity to plan, develop curriculum, discuss student issues, and conference with families. Similarly, Izumi and Yan (2005) found that teachers at highly improving California charter schools meet regularly to analyze student data, plan for interventions, and design curriculum.
Nineveh-Hensley-Jackson United School Corporation endorses the implementation of program schedules that support collaboration and analysis of student data. At a minimum, Indiana Agriculture & Technology Academy will implement a schedule that allows for the following meetings to be conducted on a regular basis:

<table>
<thead>
<tr>
<th>Who Attends</th>
<th>Duration</th>
<th>Purpose</th>
<th>Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Academic Officer; School Administrators;</td>
<td>1 Hour</td>
<td>Student Data Analysis/Intervention</td>
<td>Once per Week, Semester Wrap-Up, Year-End Wrap-Up</td>
</tr>
<tr>
<td>Student Learning Advocates</td>
<td></td>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Student Learning Advocates; Online Teachers</td>
<td>1 Hour</td>
<td>Student Data Analysis/Intervention</td>
<td>Once per Week, Semester Wrap-Up, Year-End Wrap-Up</td>
</tr>
<tr>
<td>Student Learning Advocates</td>
<td>1 Hour</td>
<td>Analysis</td>
<td>Once per Week, Semester Wrap-Up, Year-End Wrap-Up</td>
</tr>
<tr>
<td>Student Learning Advocates; Online Teachers</td>
<td>1 Hour</td>
<td>Curriculum Design</td>
<td>Once per Week, Semester Wrap-Up, Year-End Wrap-Up</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family Conferencing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Administrative Concerns</td>
<td></td>
</tr>
</tbody>
</table>

c. Teacher Professional Development

Evidence shows that educators, who consistently participate in professional development, consistently improve their methods and may ultimately improve the performance of their students.

Indiana Agriculture & Technology Academy endorses the implementation of professional development programs and will create learning schools in which all staff is involved in sustained, rigorous study of what they do as an organization and how they lead the academic process.

- Provide time for professional development for the team to work together and to collaboratively plan and share information.
- Base professional development on the collaboration model—learning from each other.

Nineveh-Hensley-Jackson United School Corporation requires that staff members at the Indiana Agriculture & Technology Academy participate in professional development on a
regular basis. Professional Development must be documented and approved in advance by the Executive Director/Chief Academic Officer.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

<table>
<thead>
<tr>
<th>Percentage of Teachers</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Professional Development is &gt;80%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>Monthly Professional Development is 70-80%</td>
<td>Met</td>
</tr>
<tr>
<td>Monthly Professional Development is &lt;70%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

5. **Student Attendance**

Attendance is required in order for students to be successful academically. Attendance is recorded on a daily basis and is documented when the student logs in to access their courses. Logging into the system automatically records attendance and time spent in the courses. The school will operate on a balanced calendar (188 Instructional Days), Monday through Friday, 8:00 a.m. to 4:00 p.m.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;95%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;94%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

6. **Board Leadership and Development Requirements**

a. **Create a Culture of Improvement**

Recent research, including research on school leadership, has contributed to an emerging understanding about the school board’s role in improving student achievement. Mid-Continent Research for Education and Learning (McREL), found a positive correlation between district leadership and student achievement.

The Lighthouse Study (2001), commissioned by the Iowa Association of School Boards (IASB) and the National School Board Association’s (NSBA) Key Work of School Boards, has highlighted the board’s role in improving student achievement. The Lighthouse Study examined the role and impact of school boards in improving student achievement. The study suggests that school board actions are a key part of a culture of improvement. By
their nature, boards do not create learning; rather, they work through others by creating conditions that promote learning.

The framework for leadership and governance promotes systems thinking around eight key actions that focus and guide boards in their efforts to improve student achievement and include:

- Vision
- Standards
- Assessment
- Accountability
- Alignment
- Climate
- Collaborative Relationships
- Continuous Improvement

Beginning with the Fall 2018 Academic Year, the Indiana Agriculture & Technology Academy School Board will participate in quarterly training and development opportunities to develop action items designed to understand chartering, charter laws, policy development, improving student achievement, and/or overall board structure.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

<table>
<thead>
<tr>
<th>Percentage of Board Members who participated in training and development each quarter</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;100%</td>
<td>Exceeded</td>
</tr>
<tr>
<td>85-99%</td>
<td>Met</td>
</tr>
<tr>
<td>&lt;80%</td>
<td>Failed</td>
</tr>
</tbody>
</table>

b. Effective Governance

John Carver, an expert on board governance and the author of Boards That Make a Difference, writes, "Governance is not about budget lines, personnel issues and field trip approvals. It is about values and vision and strategic leadership. The re-invention of the school board calls for a new paradigm, a fresh reconstruction of what the work of the board is to be."

John Carver’s research places primary focus on “ends” – mission, vision, key results to be achieved by the charter school. The board will also place priority on major actions and decisions that support the “ends” such as monitoring school progress toward meeting the
student achievement and other objectives agreed to in the charter contract, budget approval, school-wide policies, strategic planning, and charter school administrator performance review.

Nineveh-Hensley-Jackson United School Corporation representative regularly attend board meetings to ensure compliance and to ensure the school board is effectively making decisions.

The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

<table>
<thead>
<tr>
<th>Board Meetings are in Compliance</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Met</td>
</tr>
<tr>
<td>No</td>
<td>Failed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Meetings are effective and productive</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Met</td>
</tr>
<tr>
<td>No</td>
<td>Failed</td>
</tr>
</tbody>
</table>

6. **Financial Requirements**

All charter schools authorized by Nineveh-Hensley-Jackson United School Corporation must contract with a Private Examiner to conduct a financial, compliance and (if applicable) federal OMB Circular A-133 audit that complies with the Indiana State Board of Account’s new guidelines for charter school audits. Contracts with Private Examiners must be approved by the SBOA prior to commencement of the audit. Audits may be prepared using either the accrual or cash basis of accounting. The method of preparation will be established by each charter school’s authorizer.

All charter schools are required to pass the independent audit on an annual basis. The following chart will be utilized by Nineveh-Hensley-Jackson United School Corporation to establish a pattern of requirement achievement:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passed Audit</td>
<td>Met</td>
</tr>
<tr>
<td>Failed Audit</td>
<td>Failed</td>
</tr>
</tbody>
</table>
EXHIBIT D

MISCELLANEOUS
Exhibit D (Miscellaneous)

Payments to the authorizing entity

1. Payments for costs of services shall be consistent with IC 20-24-7-4 Costs of services provided by school corporation; administrative fees for authorizers.\(^1\)
2. An administrative fee of 3% of the total amount the organizer receives during the state fiscal year from basic tuition support (as defined in IC 20-43-1-8).
3. Payment to the authorizer shall be made no later than 30 days later than funds are received from the state by the school.
4. The school and the authorizer agree to an adjustment period in the last month and the first two months of the calendar year to reconcile estimated enrollment funds and actual ADM funds received from the state.

Desegregation order

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

Online courses provided to authorizing school

1. School will provide online courses including all dual credit courses at cost to the authorizer.

Authorizing School relationship regarding employment of teachers and school employees.

1. Authorizer will allow part time employment of any employee of the authorizer without recourse to the school for any and all purposes.

\(^1\) IC 20-24-7-4 Costs of services provided by school corporation; administrative fees for authorizers

Sec. 4. (a) Services that a school corporation provides to a charter school, including transportation, may be provided at not more than one hundred three percent (103%) of the actual cost of the services.

(b) This subsection applies to an authorizer that is a state educational institution described in IC 20-24-1-2.5(2). Except as provided in subsection (f), in a state fiscal year, a state educational institution may receive from the organizer of a charter school authorized by the state educational institution an administrative fee equal to not more than three percent (3%) of the total amount the organizer receives during the state fiscal year from basic tuition support (as defined in IC 20-43-1-8).

(c) This subsection applies to the executive of a consolidated city that authorizes a charter school. Except as provided in subsection (f), in a state fiscal year, the executive may collect from the organizer of a charter school authorized by the executive an administrative fee equal to not more than three percent (3%) of the total amount the organizer receives during the state fiscal year for basic tuition support.

(d) This subsection applies to an authorizer that is a nonprofit college or university that is approved by the state board of education. Except as provided in IC 20-24-2.2-1.5 and subsection (f), in a state fiscal year, a private college or university may collect from the organizer of a charter school authorized by the private college or university an administrative fee equal to not more than three percent (3%) of the total amount the organizer receives during the state fiscal year for basic tuition support.

(e) This subsection applies to the charter board. Except as provided in subsection (f), in a state fiscal year, the charter school board may collect from the organizer of a charter school authorized by the charter board an administrative fee equal to not more than three percent (3%) of the total amount the organizer receives during the state fiscal year for basic tuition support.
(f) This subsection applies to an adult high school. An authorizer described in subsections (b) through (e) may collect an administrative fee equal to not more than three percent (3%) of the total state appropriation to the adult high school for a state fiscal year under section 13.5 of this chapter.

(g) An authorizer's administrative fee may not include any costs incurred in delivering services that a charter school may purchase at its discretion from the authorizer. The authorizer shall use its funding provided under this section exclusively for the purpose of fulfilling authorizing obligations.

(h) Except for oversight services, a charter school may not be required to purchase services from its authorizer as a condition of charter approval or of executing a charter contract, nor may any such condition be implied.

(i) A charter school may choose to purchase services from its authorizer. In that event, the charter school and authorizer shall execute an annual service contract, separate from the charter contract, stating the parties' mutual agreement concerning the services to be provided by the authorizer and any service fees to be charged to the charter school. An authorizer may not charge more than market rates for services provided to a charter school.

(j) Not later than ninety (90) days after the end of each fiscal year, each authorizer shall provide to each charter school it authorizes an itemized accounting of the actual costs of services purchased by the charter school from the authorizer. Any difference between the amount initially charged to the charter school and the actual cost shall be reconciled and paid to the owed party. If either party disputes the itemized accounting, any charges included in the accounting, or charges to either party, either party may request a review by the department. The requesting party shall pay the costs of the review.

[Pre-2005 Elementary and Secondary Education Recodification Citation: 20-5.5-7-4.]

Guide to Attachments

1. Resumes of Principals
2. Scope and Sequence
3. Curriculum
4. Learning Standards - Exits
5. School Calendar
6. Admission Policy
7. School Discipline Policy
8. Evidence of Community Support
9. Job Descriptions
10. Job Descriptions Other Roles
11. Articles of Incorporation – Tax Exempt
12. Statement of Assurances
13. Organizational Chart
14. Board Member Information Sheet
15. Board of Directors Code of Ethics - COI
16. Staffing Chart
17. Personnel Policies or Employee Manual
18. Evaluation Tools
19. Start Up Plan & Timelines
20. Types of Insurance Coverage
21. Budget Worksheet

Note to Attachments:

The word Academy and School are interchangeable as used in some of the documents.

Some attachments referenced in the Guide will be completed as A Prior Action (Exhibit A) prior to the School opening.
Bradford N. Barkley  
15208 Destination Drive, Noblesville, IN 46060  
(317) 709-6815  Age 56  
barkley@bloombank.com

Professional Experience:

**BloomBank 2002 - Present** Sr. VP Commercial Lending in charge of BloomBank’s northern Indianapolis territory. Responsible for producing commercial loans in the $250,000 - $3.0 million range for this 143 year old, $390 million privately held community bank. I oversee the Carmel branch and sit on both the Loan Officers’ and Directors’ Loan Committees. I am directly responsible for generating, renewing, and collecting a loan portfolio of approximately $35 million. Additionally, I am a member of the Investment Committee overseeing the administration of the bank’s $90 million Nevada-based investment subsidiary. I have been a member of the Board of Directors since 1986 and I am Vice-Chairman for Universal Bancorp, holding company for BloomBank.

**Indiana Farm Bureau Insurance 1990 – 2002** Director of Investments for this Indiana based, multi-line insurance company. I was the chief investment officer responsible for the investment operations and activities for three investment portfolios totaling $1.2 billion comprised of stocks, bonds, and commercial real estate mortgage loans. The portfolios consisted of the Life Company’s $800 million portfolio, the Casualty Company’s $360 million portfolio, and the Employee’s Pension Plan’s $40 million portfolio. While there, I grew the commercial mortgage loan portfolio from $10 million to over $90 million. In my capacity, I reported to the Chief Financial Officer of Farm Bureau and to the Investment Committee of the Board of Directors and oversaw a staff of six. I also coordinated with the accounting department to produce quarterly and annual reports and provide regulatory filings for our auditors and regulators.

**Stability Mortgage 1988 – 1990** Residential loan originator for this locally owned residential mortgage broker. Responsible for cold-calling on real estate firms to generate residential loans.

**Chicago Board of Trade 1987 – 1988** Local trader for my own account in the futures pit trading the muni-bond index future in open out-cry trading.

**State Teachers Retirement System of Ohio 1984-1987** Equity and Fixed Income Analyst specializing in analyzing banks, insurance, chemicals, and restaurant companies for this then, $1.4 million state government pension plan. I was responsible for analyzing and making investment recommendations in these various sectors to both fixed income and equity portfolio managers.

Educational Achievements:

**Chartered Financial Analyst (CFA) 1986** Passed all three levels in succession on the first attempt.

**MBA, Case Western Reserve University, Cleveland, OH 1984** Concentrated in Finance and completed the course work in 18 months.

**B.S. Business, Miami University, Oxford, OH 1982** Concentrated in Finance. President of the Miami NCAA Volunteers for Youth and House Manager of Delta Tau Delta social fraternity.

Associations:

Rebound Properties LLC, and Rocket Dog LLC. Founder and owner of these two companies dedicated to providing affordable inner-city housing.

St. Mary’s Child Development Center: Long time contributor and member of the golf charity outing committee.
PETER S. BEERING
P.O. Box 68465
Indianapolis, Indiana 46268
(317) 513-4341
E-mail: pbeering@sbcglobal.net
www.beering.biz
https://www.linkedin.com/pub/peter-beering/53/b05/885

PROFESSIONAL PROFILE

- Trusted leader, analyst, adviser, strategist, entrepreneur, innovator, attorney and problem solver
- Proven ability to manage concurrent assignments in fast-paced environments
- Seasoned crisis decision-maker, communicator and spokesperson
- Skilled contingency planner
- Synthesizes complex matters into readily understandable formats
- Experienced special events, and emergency manager
- Subject matter expert in terrorism, security, arson, emergency preparedness, disaster response
- Keynote speaker and author
- Compassionate servant leader

WORK EXPERIENCE

Peter S. Beering, Attorney at Law October 2004 to present. Professional focus on legal problem solving for business, utilities, and individuals including legal strategy development, compliance, and risk management

- Represent utilities and other organizations in property acquisition, easements, right-of-way, and other land use matters resulting in significant time and financial saving to clients, typically half of traditional acquisition timelines and costs
- Negotiate leases, purchase agreements, easements, licenses, and other real estate transactions
- Prepare various contracts, agreements, and other legal documents
- Advise corporate and individual clients on legal issues including existing and predicted risks, vulnerabilities, and threats

President, Beering Enterprises, Inc. October 2004 to present. Business focus is security and preparedness for various catastrophic, criminal, and challenging emergencies and events

- Internationally recognized expert in emergency preparedness, planning, response, physical and procedural security, anti-terrorism, arson, and bombings
- Delivers strategic risk management, threat assessment, emergency response, planning, crisis communications, and training services to clients including governments, utilities, nuclear and petrochemical plants, businesses, special and sporting events, organizations, and individuals
- Design and develop procedures, counter measures and training programs to address identified threats, risks, and vulnerabilities

Principal, Mission Coffee, LLC May 2002 to present. Focus is on leveraging premium coffee sales to support the work of the medical mission in Boqueté, Panama where the coffee is grown and the indigenous people who grow it

- Support the critical medical, ophthalmic, and sustenance needs of the indigenous peoples of the Boqueté valley.

Faculty Member, Indiana University 1994 to present. Teach, challenge, and mentor graduate students in the School of Public and Environmental Affairs

- Teach Crisis Leadership, Terrorism Response Strategy and Policy, Criminal Law, Criminal Procedure, and Evidence Law

Terrorism Preparedness Coordinator, City of Indianapolis, December 1998 to August 2010. (Concurrent assignment due to unique expertise) Planned for and trained executive leadership, managers, and public safety personnel for asymmetric threats, attacks, and risks to America's 12th largest city

- Publicly predicted the September 11, 2001 attacks in national media and as keynote speaker
- Counseled the Mayor of Indianapolis and the Governor of Indiana about response to the September 11, 2001 attacks
- Served on numerous panels advising government including the Executive Session on Domestic Preparedness, a five year joint initiative of Harvard University and the United States Department of Justice, appointing the top twenty experts on terrorism in the United States who studied the topic and published various policy recommendations (Before and after September 11, 2001)
- Primary author of, “Winning Plays: Essential Guidance From the Terrorism Line of Scrimmage” adopted as the blue-
print for the United States terrorism response strategy

- Wrote Infrastructure Vulnerability in First To Arrive: The State and Local Response To Terrorism MIT Press
- Developed and directed the Indianapolis Metropolitan Medical Response System and Urban Search & Rescue Team
- Wrote the Indiana Omnibus Anti-terrorism statute (enacted 2000)
- Testified before United States Congress and Indiana Legislature
- Advised IRL, IMS, NASCAR, Formula One, the NBA, and the NCAA staff and Organizing Committee concerning terrorism and emergency preparedness

National Director of Security Initiatives, Veolia Water October 2002 to October 2004 supervised an international program delivering security and emergency planning services to utilities throughout North America and Europe managed by the world’s largest utility operator

- Trained and supervised security and engineering consultants
- Conducted security and vulnerability assessments at water, wastewater, electric, and energy utilities

Deputy General Counsel, IWC Resources Corporation (Indianapolis Water Company, Harbour Water Company, Miller Pipeline Corporation, Utility Data Corporation, SM&P Underground and Waterway Holdings, Inc), December 1998 to October 2002 Oversaw real estate and property management, easement acquisition, communications and technology process improvement, corporate and media affairs, general litigation, corporate compliance, regulatory compliance, environmental, labor and employment legal matters, intellectual property, and emergency preparedness for one of America’s largest privately held water utilities

- Supervised outside counsel
- Advised senior management on policy, legal, strategy, and business issues
- Conducted mergers and acquisitions
- Developed policies and strategic plans for Engineering, Construction, Billing, Purification, Distribution, and Public Affairs departments Served as corporate spokesperson and media liaison
- Prepared contracts, agreements, settlements, commercial transactions, pleadings, and other legal documents
- Represented the utility at hearings and legal proceedings
- Drafted procedures and protocols for various business units and companies
- Investigated incidents, accidents, and events and developed operational and media responses

General Counsel and Deputy Director, Indianapolis Department of Public Safety, February 1992 to December 1998 Assisted in the management, operation, and strategic planning for the largest department of city government, consisting of the Indianapolis Police and Fire Departments, the Emergency Management Planning Division, the Animal Control Division, and the Division of Weights and Measures, which comprise 58% of city employees with an annual operating budget of $250 million

- Managed the $15 million department-wide Capital Improvement Plan which included construction of three fire stations, a police district headquarters, renovations to fifteen fire stations, and construction of noise and projectile containment at the firing range
- Developed the enterprise-wide vehicle capital program which included command vehicles, aerial ladders, fire engines, helicopters, and specialty units
- Standardized purchasing for the agencies in the Department.
- Led the investigations into the Indianapolis Athletic Club fire which took the lives of two fire fighters and a civilian and caused $21,000,000 in damage. The fire became the catalyst for significant reforms to the Indianapolis Fire Department

Emergency Management Director, City of Indianapolis 1993 to December 1998 (Concurrent with General Counsel duties) Led risk analysis, planning, preparedness, mitigation, and public education for emergencies, catastrophic events, and special and sporting events for the nation's 12th largest city

- Prepared budgets, supervised staff
- Designed new and innovative warning and alerting strategies that were copied by cities across the tornado belt
- Developed the first checklist-based municipal emergency plan incorporating public, private, and relief organizations into a strategic framework
- Prepared scalable strategic special and sporting event plans for major events. These plans are still in use

Chief Arson Prosecutor, Marion County Prosecutor’s Office (Indianapolis) September 1987 to February 1992. (Continued as Special Prosecutor after leaving full-time employment due to unique expertise) Represented Marion County in Criminal
Felony Arson and Bomb litigation from screening stage through trial
- Conducted in-service and continuing education seminars for fire investigators and detectives throughout the United States, Canada, and Australia
- Wrote articles for investigative and fire journals concerning arson investigation and prosecution
- Developed training courses for the United States Department of Treasury for law enforcement and fire investigators, including the only advanced arson investigation class in the United States
- Served as Special Prosecutor when called upon by other counties
- Founded Marion County Fire (multi-jurisdictional) Investigation Task Force
- Published a comprehensive guidebook for the prosecution of arson, Verdict: Guilty of Burning, distributed worldwide

Captain/Firefighter/Emergency Medical Technician & Investigator - Washington Township Fire Department - Reserve Division, 1978 to 1999
- Responded to emergencies including fires, hazardous materials and medical problems. Investigated fires

EDUCATION
Indiana University School of Law-Indianapolis JD 1986
Indiana University-Bloomington BA 1982, majors: Forensic Studies and Religious Studies
Selected for Executive Session on Domestic Preparedness, Harvard University/US Department of Justice 1995
Stanley K. Lacy Executive Leadership Program, Class XVI

CERTIFICATIONS AND LICENSES
- Licensed to practice law in Indiana, United States District Courts Northern and Southern Districts, 1986 to present
- Nuclear Safeguards Certification – US Nuclear Regulatory Commission, 2012 to present
- Risk Assessment Methodology (RAM-W) – Sandia National Laboratories, 2002 to present
- Weapons of Mass Destruction Train-the-trainer, US Department of Defense/US Department of Justice, 1995 to present
- Certified Fire Investigator, International Association of Arson Investigators. (accredited), 1988 to 2005
- Master Firefighter, Indiana Commission on Firefighter Standards, 1980 to 2000
- Emergency Medical Technician, Indiana Emergency Medical Services Commission, 1979 to 2002

AWARDS, HONORS AND RECOGNITIONS
- Serving Others Through Mission Work Is A Family Affair, Indianapolis Business Journal, feature article, October 3, 2005
- Sentry of Security, Indianapolis Star, front page feature article, March 19, 2002
- Chair, Water Security Summit, Washington, DC, October 2001
- Selected as one of 40 Under 40 by Indianapolis Business Journal, 2000
Executive Career Summary
John R. Curtis

Star Stations of Indiana. (Broadcasting) Starting at the age of twenty-one and after completing three and one-half years at Indiana University's School of Business, Mr. Curtis entered the work force in the radio industry as an on-air news reporter and radio broadcaster for Star Stations of Indiana.

Moving quickly from those responsibilities into a sales and marketing position, within the same organization, for the next eighteen months he moved through the management training programs of Star Stations, where he eventually was offered, but declined, a sales management position at the age of twenty-three. Deciding he would rather work for himself in October of 1973, left the broadcasting business and formed his first company.

Eagen Curtis Hickman, Inc. (Advertising and Public Relations) John left his marketing job in radio to join Bill Eagen in building a major Midwestern advertising agency in 1974. The company's roster included over seventy-five clients in banking, real estate, health care, transportation, and agriculture. Under John's direction as president and CEO, ECH grew to a staff of over 30 people with annual revenues exceeding 15 million dollars.

Media Monitors, Inc. (Research and Data Processing) After nine years in the role of president of ECH, John opened a new information services company in 1981 devoted to monitoring radio, newspaper, and limited television advertising in (17) seventeen major American markets. Clients included virtually all major American Broadcasting Companies including, but not limited to, ABC, NBC, CBS, Infinity, Westinghouse, Viacom, Cox and numerous other major print, TV and broadcasting firms. In 1995 Media Monitors was sold to an international media conglomerate and has grown today to be the largest such media monitoring company in the world, with annual sales exceeding 50 million dollars.

Cyber Media, LLC. (On-Line Dating) Given his extensive senior relationships with most of the major broadcasting groups. Mr. Curtis' next business venture was partnering with radio stations from New York to Los Angeles to promoted dating between station listenership. One of the more prominent radio partners was with Gannett Media, who was the first to air the syndicated concept on KISS-FM in Los Angeles. The program was unexpectedly a wild success and effectively was the precursor to Match.com and E-Harmony. Given the rapid changing technology, Cyber Media was purchased after only eight months by a Chicago Investment firm.
Paradym Technologies, Inc. (Internet and Network Services Provider) As technology continued to offer a new range of capabilities to enhance efficiency in business, and with the Internet beginning to explode with opportunities, Curtis next bought a small multi-platform technology company that provided clients a wide variety of new services including: network management, security management, web software design and bandwidth sales. The firm boasted of having the most diverse product offering in the City of Indianapolis. After several acquisitions and seven years of operating independently, Paradym was sold to a Public Company and Curtis continued as company President and Chief Executive Officer for a period of two years.

American Forestry, LLC. (Forestry Products) With global and national demand for wood products soaring in the early to mid-2000’s, Curtis next acquired, a regional land clearing company. This firm provided land clearing services to most of Indiana’s major home builders, as well as to the City of Indianapolis and State of Indiana. The firm was contracted to clear large tracks of land for new subdivisions, roads, handle emergency services in the event of tornadoes and natural disasters, and provide mulch related products to direct retailers for sale to the consumers. AFS was sold, to what is now Indiana’s largest forestry land clearing company, Tri-State Forestry.

Integrated Investments of Indiana, Inc. (Private Investment Banking and Lending) Having now acquired the skills to manage mergers and acquisitions, Mr. Curtis formed Integrated to be a resource, for other companies, for capital and management support. Integrated today holds investment interest in Network Investments (funding for new businesses), Network Capital (commercial office buildings), Network Venture Funding, (agricultural and land investments) and other diverse businesses.

Mr. Curtis currently holds the roles of:

President and CEO of Integrated Investments of Indiana, Inc.
President and CEO of Stable Chase Development Company
Managing Partner in Network Investments, Network Capital and Network Venture Funding, LLC.
Board Member, Indiana University Parents Advisory Council
Board Member, Indiana Agricultural Education, Inc.
Indiana Licensed Real Estate Broker

Additionally, Mr. Curtis was:

Former board president of the Fort Benjamin Harrison Re-Development Commission
Board Member of Girls Club of Indianapolis
Board Member of the Greater Republican Finance Committee
Political advisor and Campaign Manager

Mr. Curtis is the father of three, Madeline (21), Samuel (19), Ella (15), and resides in Carmel, Indiana.
KEITH A. MARSH  
Cell: (317) 201-8734

EDUCATION

<table>
<thead>
<tr>
<th>Year</th>
<th>Degree</th>
<th>Institution</th>
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<tbody>
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<td>1979</td>
<td>Bachelor of PE/Health</td>
<td>Purdue University</td>
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<td>Butler University</td>
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<td>1994</td>
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<td>Educational Administration</td>
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<td>Certificate of Completion</td>
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<td></td>
<td>(Indiana Principal Leadership Academy)</td>
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<td>2013</td>
<td>Educational Leadership Program</td>
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<td>Indianapolis, Indiana</td>
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LICENSE

Indiana Teachers License (Professional)  
Secondary Administrative and Supervision License

EDUCATIONAL WORK EXPERIENCE

2004 – Current  A+ Educational Services  President/CEO

- Development and design of schools (Charter and/or Private)
- Implementing Marketing Strategies to enhance new and/or existing programs
- Certified School Safety Specialist with Indiana Department of Education
- Professional Development – All Areas of Education
- School Administrative and Instructional Leadership operation, development and evaluation
- Online Curriculum development and design
- Developing Recruitment Strategies for enrollment into charter and private Schools

2015 – 2017  Highmark Companies/Pearson – Curriculum Specialist (PT-Seasonal)

- Professional training for school districts and teachers throughout the United States with focus on high schools

2014 – 2015  Indiana Cyber Charter School  Academic Director

- Oversee academic operations of the school
- Analyze all academic data
- Evaluate Student Learning Advocates, Online Teachers, and Support Staff
- Oversees all Professional Development
- Develop and implementation of online curriculum

2008 – 2014  Imagine Schools, Inc.  Regional Operations Director IN/OH Region/Principal

- Supervise 1 school in Indiana and 3 schools in Ohio as Regional Director
- Work directly with school leaders in the total operation of the school
- Work with all schools in the IN/OH region on board development/activities
- Work with all schools in the IN/OH region on facility issues
- Oversee all operations of Imagine West which includes finances, instruction, business operations, and human resources
- Responsible for compliance with Office of Charter School BSU and with the Indiana Department of Education
- Secure and implement IDOE planning grants for the initial startup of new Schools and Common School Loan
- Responsible for hiring of all faculty and staff
2007 to 2008  Ball State University Office of Charter Schools  Assistant Director

- In collaboration with other Office of Charter Schools staff, coordinate regular updates and improvements to the Accountability Framework and related documents guiding the Office of Charter Schools' accountability process
- Plan and prepare the annual Charter School Accountability Report
- In collaboration with other Office of Charter Schools staff, serve as a resource to field representatives regarding existing schools’ contract compliance issues and all aspects of the Accountability Framework
- In collaboration with other Office of Charter Schools staff, contribute to the school oversight, school-specific Accountability Plans, and proposal process
- Lead the development, and regular updating, of a compliance handbook summarizing state, federal, and University compliance requirements for charter schools sponsored by the University.
- Coordinate and supervise meetings and events, such as workshops for existing schools, new school orientations, public meetings for prospective charters and applicant workshops
- Identify opportunities to work collaboratively within the Teachers College and with other areas of the University to identify resources that will help the Office of Charter Schools and the schools it sponsors, achieve their full potential
- Serve as the primary liaison to the Indiana Department of Education on issues related to regulatory requirements applicable to charter schools

2003 to 2007  Saint Theodore Guerin High School, Noblesville, IN  Founding Principal
(School Opened August 2004)

- Articulates the mission of Saint Theodore Guerin High School to parents, faculty, staff, students and the wider community
- Acts as Administrative Officer of the School Governing Board
- Establish positive working relationships with the School Governing Board, Parish Pastors, school personnel, parents, students, and the Diocesan Pastoral Office of Catholic Schools
- Curriculum and Instruction for the high school
- Facilitates discussion with feeder grade schools for K – 12 Curriculum Alignment
- Planning and implementations of the International Baccalaureate Diploma Programme (Accepted by IB and started in August 2006)
- Hiring of Faculty/Staff and Completion of Faculty/Staff Evaluations
- State Reports for Indiana Department of Education
- Professional Development for faculty and staff
- Responsible for all aspect of the school’s operation working closely with the Business Manager
- Responsible for all facility operations, renovations, and/or new construction
- Supervises the Custodial/Maintenance Director
- Leadership and planning to ensure the progress on the 3-Year Strategic Plan for educational and institutional advancement
- Ensures the implementation of all Board policies
- Prepares and presents an annual “State of the School” report
- Oversee the Director of Institutional Advancement for our Capital Campaign
- Ensured the development and implementation for Office of Institutional Advancement
- Ensured the development and implementation of a sustained marketing plan through the Development Office
- Serves as chief spokesperson for Saint Theodore Guerin High School
1999 – 2003  Father Thomas SeeRNA Memorial High School, Indianapolis, IN  President/CEO

- Articulated the mission of SeeRNA to alumni, parents, faculty, staff, students, and the wider community
- Oversaw the implementation of the Development Department for Institutional Advancement
- Ensured the development and implementation of a sustained marketing plan through the Development Office
- Implemented and oversaw the Teacher Advancement Program (TAP) through the Milken Family Foundation
- Responsible for all aspects of the school's operation working closely with the Principal, Controller, and Development Director
- Responsible for all facility operations, renovations, and/or new construction
- Leadership and Planning for short and long-term goals and objectives
- Ensured the progress on the strategic plan for educational and institutional advancement
- Acted as administrative officer of the SeeRNA Board of Directors
- Ensured the implementation of all Board policies
- Prepared and presented an annual "State of the School" report
- Served as liaison between the school community and the Board of Directors
- Supervised the fiscal operations of the school
- Responsible for fund raising and grant writing
- Prepared annual operational budget for the school
- Ensured appropriate financial reporting through the school Controller
- Maintained liaison with legal counsel as named by the Archdiocese of Indianapolis
- Served as chief spokesperson for Father Thomas SeeRNA Memorial High School
- Employed, supervised, and appraised the performance of the high school principal

1998 – 1999  Tri-Central Jr./Sr. High School, Sharpsville, IN  Principal

- Curriculum and Instruction/K – 12 Curriculum Alignment (Facilitator)
- Hiring of Teachers/Staff & Teacher Evaluations
- State Reports for Department of Education
- Preparation and Supervision of school budget and Grant Writing
- Parent Advisory Council and Public Relations
- Professional Staff Development/Corporation Staff Retreat
- Technology Development
- Construction and Renovation
- Trojan Leadership Camp
- Corporation Negotiation Team (Contract)
- Middle School Reform
- Top 20 Senior Recognition Program

1994 – 98  Lawrence North High School  Assistant Principal

- Construction and Renovation for the high school
- Curriculum Development and Scheduling
- Serve on the Township Curriculum Committee
- Technology/Supervise the Technology Coordinator
- High Schools That Work (Tech Prep)
- Buildings and Grounds (Maintenance/Custodial Staff)
- Faculty/Staff Evaluations
- Involved with development and writing policy for Lawrence Township Drug Testing. Presented the Policy to the Lawrence Township School Board
- Worked with Dean of Students on Discipline
- Administrator for Building Discussion Team (LEA)
- Graduation Ceremony and LN Awards Program
- Township Coordinator for Leadership Program Grades 7 - 12
1992 - 94  Brook Park Elementary, MSD of Lawrence Township  Home School Advisor

- Liaison between home and school
- In charge of all disciplinary issues
- Development of Student Assistance Program
- Counselor for Students and Families
- Supervise Custodial Staff
- Administrative Duties as assigned by Principal

1989 - 92  Saint Matthew Catholic School, Indianapolis, IN  Assistant Principal, Teacher

1980 - 81  North Miami Junior/Senior High School, Denver, IN  Teacher and Coach

NON-EDUCATIONAL WORK EXPERIENCE

1981 – 1984  Kokomo YMCA, Kokomo, IN  Youth and Sports Director

1984 – 1989  Lancaster YMCA, Lancaster, PA  Senior Program Director

PROFESSIONAL HONORS/PRESENTATIONS

- Indiana Principal Leadership Academy – Graduate April 2006
- Workshop on Classroom Management for Teachers, Winter 1998
- Guest Speaker for Indiana School of Social Workers, Fall 1997
- Distinguished Educator Award IDEA Academy of Fellows 1996
- Outstanding Service to Spina Bifida Association of Lancaster County Lancaster, PA 1985
- Outstanding Young Man of America by United States Jaycee and Indiana 1984

AFFILIATIONS

- Indiana School Safety Specialist – Certified May 2016
- Chair for AdvancED Quality Assurance Review Team – Evaluate Indiana schools for accreditation (North Central Accreditation)
- Indiana Association of School Principals
- National Association of Secondary School Principals
- Association for Supervision and Curriculum Development
- IDEA Fellows Program (Institute for Development of Educational Activities, Inc.)
- Rotary Club of Indianapolis
- PESP Alumni Association Group 10, Butler University
- Indianapolis Chamber of Commerce

COMMUNITY ACTIVITIES

- Board of Directors, Hamilton County Leadership Academy, 2006 - 2008
- St. Matthew Parish Council – At Large Member, President, 2005 - 2008
- Principal Search Committee – Holy Spirit Grade School (Chair), 2001; St. Matthew Grade School (Member) 2002
- Indiana Special Olympics Volunteer, 1989 - Current
- Indiana Special Olympics Tournament Board, 1992 – 1998
- Skiles Test Baseball League Volunteer Coach, 2011 - Present
- Fall Creek Valley Little League Softball Volunteer Coach, 2002 - 2005
- St. Matthew Catholic Church Confirmation Team, High School, 2001 & 2002
- United Way Board of Directors of Tipton County, 1998 - 1999
- Tipton County Council on Alcohol, Tobacco, and Other Drugs, 1998 - 1999
Eustace Smarrella
853 Seabreeze Dr.
Avon, IN 46123
317-213-5495
Tsmarrella@yahoo.com

QUALIFICATIONS

Over 25 years of education, sales and marketing and encompassing:

- K-12 Learning
- Adult Learning
- Higher Education Management
- Curriculum Design and & Development
- Assessment
- E-learning Design & Development
- Digital Marketing
- Recruitment, Enrollment and Admission Strategy and Execution
- Academic Program Evaluation

- Student Assistance Program Development & Execution
- Experiential Learning
- Project-based Learning
- Business Strategy & Execution
- Operations Management
- Financial Management
- Marketing Strategy & Execution
- Strategic Partnership Development

EMPLOYMENT HISTORY

SMARRELLA CONSULTING 2016 - Current
President & Owner

- Development of online Ag Business and Business Management programs (Greenville College)
- Development of virtual learning program (It's All About the Genes – Indiana Soybean Association)
- Development of onboarding e-learning programs (Indiana Farm Bureau Insurance)
- Development of leadership development program – classroom-based (Co-Alliance)
- Development of agricultural risk management e-learning program (University of Wyoming)

BECK AG (formerly Adayana) 2016 – Current
Director of Optimization, Market Instruction (Salary: $135,000 - adjusted during acquisition)

- Lead and manage all agricultural client engagements (learning and development)
- Lead all design and implementation efforts for e-learning, classroom, virtual and informal client learning initiatives
- Develop and design learning strategies for both clients and internal sales teams
- Design and implement all operational learning development processes and procedures
- Annual profit margin for market instruction projects 2016: 66%
- Annual client satisfaction scores for market instruction 2016: 4.81/5.0
- Managed day-to-day operations in utilization, contractor management and business metrics
- Organized, analyzed, interpreted, and evaluated results of business metrics and providing practical, cost effective solutions and continuous improvement to operational performance

AGRIBUSINESS GROUP/ADAYANA 2015 – 2016 (Adayana sold to Beck Ag in 2016)

Vice President of Operations (Salary: $140,000)

- Led and managed all client-facing operational teams, including Learning and Development team, Business Strategy team, Facilitation team and Performance Technologies team (44 team members)
- Served as member of the Executive Leadership Team and worked collaboratively to set annual goals, develop strategic organizational direction and design strategy-specific tactics
- Improved profit margin from 38% to 59% annually
- Improved client satisfaction scores by 30% annually
- Developed and implemented strategic partnerships with parallel companies and organizations
- Designed, developed and implemented talent management strategies for Adayana operations staff and clients
- Managed day-to-day operations in revenue forecasting, utilization, contractor management and business metrics
- Managed all Operation’s P & L’s
- Led development of product and project processes

KAPLAN UNIVERSITY 2010 – 2015

Campus President – Indianapolis (Salary: $125,000)

- Administered and managed all operations of the campus, including budget development, P & L management, oversight of staffing, academics, admissions, marketing, community involvement, development of B2B relationships and partnerships, financial aid administration, faculty management and course development/offerings, and student services
- Led and managed sales and admissions teams; exceeding enrollment goals every quarter for 17 consecutive quarters
- Oversight to all academic functions, instructional delivery and evaluation of student success metrics
- Designed, developed and implemented of strategic partnerships with regional businesses, organizations, other higher educational institutions
- Designed and implemented of campus growth strategy and supporting tactics
- Responsible for talent management and professional development of all full-time and part-time campus staff
- Managed nine-member admissions team, improving performance by 385% over three years
- Designed and developed multiple professional development programs and on-boarding programs for Kaplan University leadership
• Managed 6 MM P&L with a 41% profit margin
• Grew annual revenues by 416% from 2010 -2014
• Grew student census by 328% since 2011 -2014
• Developed and executed 1.2 MM integrated annual marketing plan across multiple channels including community events, sponsorships radio, TV, Internet, social media and traditional media
• Increased KU brand awareness from 12% to 92% in the Indianapolis market from 2012 -2014
• Increased local lead generation by 276% from 2011 -2014
• Exceeded budgeted student enrollment/start goals by at least 38% in 2011-2014
• Exceeded revenue (+41%), student enrollments/starts (+28%), student census (+26%) and operating income (+46%) vs. 2014 budget
• Monitored compliance with all applicable federal and state laws and regulations related to the operation of private postsecondary schools

AGRIBUSINESS GROUP/ADAYANA, INC. 2004 – 2010

Vice President of Solution Design & Director of Learning and Development (Salary: $110,000)

• Responsible for management of 26 person learning and development team in the U.S, and 32 person team in India
• Conducted needs analysis with senior leaders of Fortune 500 companies (agriculture and auto aftermarket) in the areas of operations, sales, marketing and corporate learning and then developed long-term solutions to address aforementioned needs
• Designed and led business strategy development sessions with clients
• Designed and developed learning strategies, curriculum and online university platforms for Fortune 500 clients
• Conducted analysis and evaluation of existing business strategies and learning program productivity and ROI
• Delivered innovative instructional strategies for clients in a fast paced environment. The strategies include but not limited to eLearning, blended solutions, instructor-led training, DVD/CD, podcasts and documentation.
• Conducted needs analysis sessions to determine appropriate learning and technological solutions for multiple role scenarios
• Developed and implemented competency assessments for a variety of clients and internal stakeholders
• Conducted quarterly personnel evaluations, provide coaching/mentoring to staff and develop personal development plans
• Supervised deployment of courses on learning management systems, web and intranet delivery

Teacher - Pike High School, New Augusta Public Academy, Lincoln Middle School (Salary: $55,000)

- Taught General Science, Advance Placement Environmental Science, Biology, Chemistry and Integrated Physics and Chemistry (Grades 7-12)
- Science Department Head, 1996 - 2000
- Recipient of multiple grants (IPALCO Golden Eagle Grant, Toyota Tapestry Grant, four Pike Township Foundation grants and others)
- Teacher of the Year, MSD of Pike Township, 2004
- IPALCO Golden Apple Award, Excellence in Education, 2000
- Toyota Tapestry Award for Excellence in Science and Math Education, 1999
- IPALCO Golden Eagle Award for Environmental Education, 1999
- Served as member of Indiana State Science Education Curriculum Committee, 1996-1999

OTHER EXPERIENCE

GREENVILLE COLLEGE

- Briner School of Business, Advisory Board  2016- Present
- Ag Business Advisory Board  2016 - Present

WESTSIDE CHRISTIAN SCHOOL AND PRESCHOOL

School Board President and Superintendent, 2004-2011

- Led development of growth, educational and business strategies
- Developed community partnerships, sponsorships with area businesses
- Led development and execution of multiple community fund raising events and sponsorships

EDUCATION

M.Ed., Curriculum and Instruction, INDIANA WESLEYAN UNIVERSITY, Marion, IN, 2000

Graduate Certification, Secondary Education, 1991

B.A., Biology, GREENVILLE COLLEGE, Greenville, IL 1988
Allan R. Sutherlin

Allan Sutherlin is the CEO of Stakeholder International, a Public Affairs focused consulting company serving domestic and international organizations, corporations and associations with program development, technology assistance and active deployment of projects and issue based initiatives.

Mr. Sutherlin has earned a national reputation as an experienced, successful organizer and fundraiser for political and public policy campaigns throughout the United States. He has actively worked in over 200 political campaigns as a private consultant, including contests for President of the United States, Governor, U.S. Senator, U.S. House of Representatives and local offices.

As CEO and founder of Stakeholder International, Mr. Sutherlin’s broad responsibilities include the development of technology tools and products, as well as providing public affairs consulting to preferred clients. His clients include a wide range of companies (a partial list would include): Exxon Mobil Corporation, The Hershey Company, General Mills, Allstate Insurance Company, Nationwide Insurance Company, Indiana University Health, Ohio Farm Bureau Federation, Consolidated Brands, Eli Lilly and Company, International Franchise Association, Wendy’s International, Dunkin Brands, McDonalds, Ex-Student Association of the University of Texas, and Oklahoma State University Alumni Association.

Mr. Sutherlin is the co-author of the American Marketing Association’s Marketing Toolkit, a series of how-to books on how to plan, measure and deploy a comprehensive marketing effort. He is a sought after lecturer on demographic trends, public policy advocacy and technology. He has also participated as a lecturer at the George Washington University School of Political Management on technology innovation. Sutherlin is an experienced practical microbiologist, working for Eli Lilly and Company as well as founding Agricultural Scientific Associates; an international consulting firm focusing on microbiological management of food production and concentrated animal feeding operations (CAFOS.) Additionally, Mr. Sutherlin is a published research biologist on environmental impact as a Research Associate with the Institute of Environmental Health at Purdue University. Mr. Sutherlin has served on the Indiana Stream Pollution Control Board, the Air Pollution Control Board and the Environmental Management Board as the designee of the Lieutenant Governor of Indiana. Mr. Sutherlin serves as the Sr. Partner of Tangent Resource, LLC a management company focused on venture capital formation, public private partnerships and higher education infrastructure consulting. He has also served as the Secretary of the Indiana Republican Party retiring from that position in 1981.

As an authority on political demography, Mr. Sutherlin is one of only a very few consultants who have actively worked in the 1970’s, 1980’s, 1990’s, 2000’s and 2010 reapportionment and redistricting cycles. He is a sought after advisor and strategist in the field of redistricting, social and political demography.

Allan Sutherlin resides in Indianapolis, Indiana.

Email: asutherlin@stakeholder.com
Indiana Agriculture & Technology Academy

Academic Review Status Process

FIRST ARS LETTER

1. Student Learning Advocate notifies through the attendance list from Genesis that the first ARS letter is to be sent to the student and their parents. This letter is generated and mailed by the registrar from Indiana Agriculture & Technology Academy.

2. Indiana Agriculture & Technology Academy will indicate on the attendance list when the ARS letter has been mailed to the student.

3. Parent is to notify their Student Learning Advocate by a certain date that is written in the ARS letter that they have received the letter and have acknowledge that this is their first warning. Student Learning Advocate and student will work together to ensure that the student is following through and is accountable for their academic work.

4. If the student and parents do not contact their Student Learning Advocate by the posted date, a certified letter will be mailed from Indiana Agriculture & Technology Academy to let the student know that they have been officially withdrawn from Indiana Agriculture & Technology Academy for lack of academic performance.

SECOND ARS LETTER

1. Student Learning Advocate notifies through the attendance list from Genesis that the second ARS letter is to be sent to the student and their parents due to the student recurring lack of academic work. This letter is generated and mailed by the registrar from Indiana Agriculture & Technology Academy. This letter indicates that the student and parents must have a conference call to put together an academic plan for the student.

2. Indiana Agriculture & Technology Academy will indicate on the attendance list when the ARS letter has been mailed to the student.

3. Parent is to notify their Student Learning Advocate by a certain date that is written in the ARS letter that they have received the letter and have acknowledge that this is their second warning. Student Learning Advocate and student will work together to ensure that the student is following through and is accountable for their academic work.

4. If the student and parents do not contact their Student Learning Advocate by the posted date, a certified letter will be mailed from Indiana Agriculture & Technology Academy to let the student know that they have been officially withdrawn from Indiana Agriculture & Technology Academy for lack of academic performance.

THIRD ARS LETTER

1. Student Learning Advocate notifies through the attendance list from Genesis that the third ARS letter is to be sent to the student and their parents due to a continual lack of academic work by the student. This letter notifies that the student has continued not to do their academic work and are behind academically.
This is the third and final step of the process for the student and is officially withdrawing them from Indiana Agriculture & Technology Academy. The letter is generated from the registrar of Indiana Agriculture & Technology Academy.

2. Indiana Agriculture & Technology Academy will indicate on the attendance list when the student has been officially withdrawn from Indiana Agriculture & Technology Academy.
SECOND OFFICIAL WARNING LETTER:

To Whom It May Concern:

This letter is to inform you that you have not continued to keep up with the agreed upon Parent/Student contract signed during the time of enrollment. You have been issued a first warning letter and did respond to the letter, but after reviewing your progress again, I am very concerned at your failure to do any work, make significant progress, log in for attendance, or communicate with your Student Learning Advocate. We reviewed Indiana Agriculture & Technology Academy policies and procedures regarding attendance and work with you during the initial interview and there has been limited progress in your child’s curriculum.

In order to continue enrollment at the Indiana Agriculture & Technology Academy Charter School, students must attend regularly by documenting attendance daily as well as staying in contact with their SLA. The Indiana Agriculture & Technology Academy understands that children will work at their own rate; however, every effort must be made to complete a year’s work within 36 weeks. Please be advised that repeated failure to do any significant amount of work and/or student’s failure to show attendance may be grounds for involuntary withdrawal from Indiana Agriculture & Technology Academy.

Please contact your SLA immediately within three days upon receipt of this letter, so that a plan can be developed to ensure your academic success and continued enrollment at Indiana Agriculture & Technology Academy.

Sincerely,

Keith A. Marsh
Executive Director/Chief Academic Officer

Cc: (Name), Student Learning Advocate
    (Name), Director of Guidance
    (Name), Special Education Director
    (Name), Edgenuity Teacher
FINAL OFFICIAL WARNING LETTER:

To Whom It May Concern:

This is the final notice to make you aware of your student’s withdrawal at Indiana Agriculture & Technology Academy. After numerous attempts to contact your family and/or the students’ failure to do any work, make any considerable progress, log in for attendance, or communicate with your student learning advocate, we must advise you that you are hereby considered withdrawn from Indiana Agriculture & Technology Academy.

Sincerely,

Keith A. Marsh
Executive Director/Chief Academic Officer

Cc: (Name), Student Learning Advocate
   (Name), Director of Guidance
   (Name), Special Education Director
   (Name), Edgenuity Teacher
# Indiana Agriculture & Technology Academy Graduation Checklist

## Student Information
- **Name:**
- **ID #:**
- **7th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **8th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **9th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **10th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **11th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **12th Grade School:**
- **Year:**
- **Subjects & Credits:**
  - **Area:**
  - **Course:**
  - **Grade:**
  - **Credit:**
  - **Provider:**
- **Total Credits:**
- **Subject Areas & Credits:**
  - **Lang-Arts:**
  - **Soc.Studies:**
  - **Science:**
  - **Math:**
  - **Health:**
  - **F.A./Humanities:**
  - **Phys. Ed.:**
  - **Elective:**
  - **Total Credits:**
- **Courses in Progress:**
  - **Area:**
  - **Credits:**
  - **Provider:**
- **Total:**

## Additional Information
- **PSAT Verbal:**
- **PSAT Math:**
- **SAT Verbal:**
- **SAT Math:**
- **ACT:**
- **Graduation Project:**
  - **Complete:**
  - **Select:**

---

**Note:** This checklist is designed to track student progress towards graduation requirements.
**Course and Credit Requirements**

**English/Language Arts** 8 credits
- Including a balance of literature, composition and speech.

**Mathematics** 6 credits (in grades 9-12)
- 2 credits: Algebra I
- 2 credits: Geometry
- 2 credits: Algebra II
- Or complete Integrated Math I, II, and III for 6 credits.
  Students must take a math or quantitative reasoning course each year in high school.

**Science** 6 credits
- 2 credits: Biology I
- 2 credits: Chemistry I or Physics I or Integrated Chemistry-Physics
- 2 credits: any Core 40 science course

**Social Studies** 6 credits
- 2 credits: U.S. History
- 1 credit: U.S. Government
- 1 credit: Economics
- 2 credits: World History/Civilization or Geography/History of the World

**Directed Electives** 5 credits
- World Languages
- Fine Arts
- Career and Technical Education

**Physical Education** 2 credits

**Health and Wellness** 1 credit

**Electives** 6 credits
(College and Career Pathway courses recommended)

**40 Total State Credits Required**

Schools may have additional local graduation requirements that apply to all students

---

**Core40 with Academic Honors** (minimum 47 credits)

For the Core 40 with Academic Honors diploma, students must:

- Complete all requirements for Core 40.
- Earn 2 additional Core 40 math credits.
- Earn 6-8 Core 40 world language credits (6 credits in one language or 4 credits each in two languages).
- Earn 2 Core 40 fine arts credits.
- Earn a grade of a "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.

- Complete one of the following:
  A. Earn 4 credits in 2 or more AP courses and take corresponding AP exams
  B. Earn 6 verifiable transcripted college credits in dual credit courses from the approved dual credit list.
  C. Earn two of the following:
     1. A minimum of 3 verifiable transcripted college credits from the approved dual credit list,
     2. 2 credits in AP courses and corresponding AP exams,
     3. 2 credits in IB standard level courses and corresponding IB exams.
  D. Earn a combined score of 1750 or higher on the SAT critical reading, mathematics and writing sections and a minimum score of 530 on each
  E. Earn an ACT composite score of 26 or higher and complete written section
  F. Earn 4 credits in IB courses and take corresponding IB exams.

---

**Core40 with Technical Honors** (minimum 47 credits)

For the Core 40 with Technical Honors diploma, students must:

- Complete all requirements for Core 40.
- Earn 6 credits in the college and career preparation courses in a state-approved College & Career Pathway and one of the following:
  1. State approved, industry recognized certification or credential, or
  2. Pathway dual credits from the approved dual credit list resulting in 6 transcripted college credits
- Earn a grade of "C" or better in courses that will count toward the diploma.
- Have a grade point average of a "B" or better.

- Complete one of the following,
  A. Any one of the options (A - F) of the Core 40 with Academic Honors
  B. Earn the following scores or higher on WorkKeys; Reading for Information - Level 6, Applied Mathematics - Level 6, and Locating Information-Level 5.
  C. Earn the following minimum score(s) on Accuplacer: Writing 80, Reading 90, Math 75.
  D. Earn the following minimum score(s) on Compass; Algebra 66 Writing 70, Reading 80.
2018-2019 Indiana Agriculture & Technology Academy ISTEP+ Academic Prep

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**Note:**
- **1st Quarter:**
  - 30 First Day of School
  - 1 - 11 Winter Intercession
  - 13 & 28 Regional Academic Prep
  - Class 9:00 AM – 3:00 PM

- **2nd Quarter:**
  - 1 - 11 Winter Intercession
  - 7 - 11 Professional Staff
  - 14 Start of 2nd Quarter
  - 16 & 30 Regional Academic Prep
  - Class 9:00 AM – 3:00 PM
  - 13 & 28 Regional Academic Prep
  - Class 9:00 AM – 3:00 PM

- **3rd Quarter:**
  - 1 - 11 Winter Intercession
  - 14 Start of 3rd Quarter
  - 21 Martin Luther King Day
  - NO SCHOOL
  - 16 & 30 Regional Academic Prep
  - Class 9:00 AM – 3:00 PM

- **4th Quarter:**
  - 1 - 11 Winter Intercession
  - 17 - 28 Summer School
Indiana Agriculture & Technology Academy

2018 – 2019 Procedures for Student Withdrawal
The following procedures are to be followed for a student withdrawing from Indiana Agriculture & Technology Academy.

1. Parent notifies SLA that their student is withdrawing.

2. Exit Interview is completed by SLA and sent to the Academy Leader for review. (Questions are provided by Indiana Agriculture & Technology Academy)

3. Academy Leader submits the withdrawn student to Registrar at Indiana Agriculture & Technology Academy for processing.

4. Indiana Agriculture & Technology Academy officially removes the students from the program and place them on the official withdrawn status.

5. Registrar notifies the school district where the student resides or if new school district or school (i.e. private, charter, homeschooled) that the student has officially withdrawn from Indiana Agriculture & Technology Academy. This puts the responsibility on the school district to make sure the student is enrolled in their school.

6. Registrar will be responsible for management for all Request of Records from the school district requesting this information through the use of the student management system (GENISIS).
   a. Obtain current grades from GENISIS
   b. Prepare an updated Transcript and post it to the online file.
   c. Registrar will email transcript to the student/parent.

7. Student file will be officially closed and archived.
ATTACHMENT 6 SCHOOLS ADMISSION POLICY

Enrollment Policy

Enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The school will also not discriminate in its pupil admissions policies or practices whether on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

Parents and prospective students may contact the school via the school's web site or by phone, or attend an informational session to receive additional information about the school. Once the decision to enroll has been made, the student and parents/guardians will be asked to a face-to-face meeting at the school's offices or a convenient location to complete the enrollment forms. This face-to-face meeting is the beginning of a crucial educational partnership between student, parent, and teacher that requires each party to take ownership of his or her part in the educational process. During this initial meeting, an outline of the duties, responsibilities, and expectations of each member of this important partnership is reviewed. In addition to the general enrollment forms, parents/guardians will be asked to provide the school with the following documents:

- Transcript from the last school attended - the Registrar/Admissions Coordinator will send for permanent record;
- Verification of address or parents’ address by one of the following:
  - current utility bill;
  - tax receipt;
  - contract for purchase of home;
- Authenticated birth date;
- Social Security card
- Immunization records showing proof of proper immunizations
- Copy of the student’s current IEP and ER, if applicable
- State or federal photo ID of parent or guardian

If coming from a public school outside Indiana or from ANY private school, the following are required:

- Report card or transcript from the last school attended; the school’s Admissions Coordinator will send for permanent record;
- Verification of address of parents’ address by one of the following:
  - current utility bill;
  - tax receipt or homestead exemption card;
  - contract for purchase of home;

Authenticated birth date can be verified by one of the following:

- Certified copy of birth certificate/State Birth Registration Card;
• Baptismal certificate showing date of birth, place of baptism, accompanied by parents’ sworn affidavit;
• Insurance policy on the student in force for at least two years;
• Bible record of child’s birth accompanied by parents’ sworn affidavit;
• Passport or certificate of arrival in the United States showing age of child (view only)
• School record at least four years prior, showing date of birth;
• Parent’s sworn affidavit accompanied by a certificate of examination from a health officer or physician verifying the student’s age.
• Immunization records showing proof of proper immunization.

At this face-to-face meeting, the student and parents will receive a copy of the student/parent handbook, and will be required to sign the following forms: Academic Honesty Policy, Acceptable Use of Technology Contract, and Indiana Agriculture & Technology Academy Student/Parent Agreement.

Families will be afforded the opportunity to discuss their student’s needs, skills, and abilities at length, and every effort will be made to ensure that the parents and students are choosing an appropriate school. Indiana Agriculture & Technology Academy recognizes that online learning is not the best choice for every student, so the Admissions staff will receive extensive training from Indiana Agriculture & Technology Academy in how to counsel families to select the best option for the students’ education.

As soon as all documents have been received by the admissions department and the folder is complete, the student will be enrolled in the school’s information system, Genesis. The student will be assigned to a Student Learning Advocate, and the SLA will contact the student and parent as quickly as possible to discuss course selection, and complete the duties outlined in the teacher manual, so that the student can begin his or her classes. This process can be completed in as little as one day after the student’s enrollment folder is complete.

Enrollment information, including a list of required documents and a copy of the enrollment form will be posted on the school’s web site.

If applications exceed the number of available seats, a public lottery will be held following the regularly scheduled governing board meetings. All student applicant names exceeding the enrollment limits will be collected and placed in a container that permits a random draw and further ensures fairness to all applicants. The lottery will be utilized each month on or before the month end throughout the entire school year. The successful applicants and their parent or guardian, if applicable, will be notified within 2 business days of the completion of the lottery to confirm their acceptance.
# Student Enrollment Form

## Indiana Agriculture & Technology Academy

### Student Information

<table>
<thead>
<tr>
<th>Name (Last, First M.I.)</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone ( )</th>
<th>Gender</th>
<th>Female</th>
<th>Male</th>
<th>Grade Entering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Student Lives With (Check all that apply)</th>
<th>Both Parents</th>
<th>Father</th>
<th>Mother</th>
<th>Foster Parents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stepfather</th>
<th>Stepmother</th>
<th>Other (Please Specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race/Ethnic Background</th>
<th>American Indian/Alaskan Native</th>
<th>Black</th>
<th>Caucasian (White)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hispanic</th>
<th>Pacific Islander or Asian</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Computer internet access in home?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Family Information

<table>
<thead>
<tr>
<th>Name: Mother/Guardian</th>
<th>Name: Father/Guardian</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone ( )</th>
<th>Mobile/Pager ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Social Security Number</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer</th>
<th>Employer</th>
<th>Employer Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Phone ( )</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hobbies or talents you are willing to share with our students</th>
<th>Hobbies or talents you are willing to share with our students</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EMERGENCY CONTACT INFORMATION

In case of an emergency or if I cannot be contacted to pick up my child, I hereby authorize the following person(s) to pick up my child.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

| Home Phone ( )        | Work Phone ( ) |                      |

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

| Home Phone ( )        | Work Phone ( ) |                      |

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

| Home Phone ( )        | Work Phone ( ) |                      |

I hereby permit the school to release my child to the above name person(s) upon my written or telephoned request.

Parent/Guardian Signature [x] Date

The following person(s) may NOT remove my child from the school.

<table>
<thead>
<tr>
<th>Name</th>
<th>Custody Papers on File</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes □ No □</td>
</tr>
</tbody>
</table>

Name

Name

Name

Please return with your child’s original birth certificate and their immunization records.
# Emergency Information Card
## 2018 – 2019

<table>
<thead>
<tr>
<th>Child’s Name:</th>
<th>Date of Enrollment:</th>
<th>Updated:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Date of Disenrollment:</td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip Code:</td>
<td>Date of Birth:</td>
<td>Sex: male  female</td>
</tr>
</tbody>
</table>

### Mother or Guardian:
- **Name:**
- **Home Address:**
- **Phone:** Home:  Cell:  
- **Business Name:**
- **Business Address:**
- **Work Phone:**
- **Signature:**

### Father or Guardian:
- **Name:**
- **Home Address:**
- **Phone:** Home:  Cell:  
- **Business Name:**
- **Business Address:**
- **Work Phone:**
- **Signature:**

### If Medical Care is Necessary, Call:

**DOCTOR:**  
Name  Address  Phone

**HOSPITAL:**  
Name  Address  Phone

In case of injury or sudden illness,  _will be called first. I hereby give authority to any hospital or doctor to render immediate aid as might be required at the time for his/her health and safety. It is understood by me that the expense of this service will be accepted by me.

In case of an emergency, or if I cannot be contacted to pick up my child, I hereby authorize the following person(s) to pick up my child:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone - Home:  Cell:</td>
<td>Phone - Home:  Cell:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone - Home:  Cell:</td>
<td>Phone - Home:  Cell:</td>
</tr>
</tbody>
</table>

The following person(s) may not remove my child from the facility:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone - Home:  Cell:</td>
<td>Phone - Home:  Cell:</td>
</tr>
</tbody>
</table>

Custody papers have been provided and are on file at the administration office.  __Yes  __No

This Emergency Information and Immunization Record Card is accurate and complete, front and back, and was provided by:

**Parent or Guardian printed name:**

**Signature:**  
Date:
Medical Information Form 2018 - 2019

Medical History (Check all that apply)

☐ Measles    ☐ Asthma    ☐ Allergies (food or otherwise)
☐ Chickenpox ☐ Vision Impairment ☐ Physical Handicap
☐ Hearing Impairment ☐ Diabetes    ☐ Scoliosis    ☐ Mumps
☐ Convulsive Disorder ☐ Ear Infection    ☐ Heart Condition
☐ TB

Doctor’s Name

Hospital Preference

Phone

Is your Child Taking Any Medication? ☐ Yes    ☐ No    If yes, name the medication(s) and for what

*Medication may not be administered without prescription release form, available in the school office.

Medication

Condition

Medication

Condition

Medication

Condition

Medication

Condition

Is your child presently under treatment for any physical problem? If yes, please explain.

________________________________________________________________________

Is your child allergic to any foods or other substances? If yes, name foods or substances to be avoided
Please explain procedure if reaction occurs.

________________________________________________________________________

Is your child subject to convulsions, and what should be our procedure if one occurs?

________________________________________________________________________

Is your child usually susceptible to infections and if so, what precautions need to be taken?

________________________________________________________________________

Is there any physical condition that we should be aware of, and what precautions or procedures should be taken?

________________________________________________________________________

________________________________________________________________________

Additional Comments/Other Special Instructions

The above emergency and medical information is provided by:

Parent/Guardian Signature ☒ ___________________________ Date ___________________________
Medication Release
2018 – 2019

In order to give ANY medication during school hours (including over the counter), a parent/guardian will need to:

- Complete the medication authorization form, including a written physician's order and parent signature on this form.
- If a student needs to carry medication with them, such as an inhaler or Epi-pen, the physician needs to state this on the order, and pharmacy label must be on the medication itself.
- Medication must be sent in the original container with a pharmacy label identifying student name, drug, dosage to be given and physician's name. Any changes in dosage will require a new container with a new prescription dosage label.
- Medications must be delivered to the nurse by the parent/guardian. Medications will not be accepted from the student.

_________________________  _____________________________
Child's Name                                      Date

I give my permission for my student to receive the following medications during school hours by the nurse or designated personnel at Indiana Agriculture & Technology Academy.

_________________________  _____________________________
Parent/Guardian Signature                               Date

Physician’s Order for Administration of Medication

Medication ___________________________ Dosage ___________________________

Times to be given ___________________________

Diagnosis or reason for medication ___________________________

Special Instructions ___________________________

_________________________  _____________________________
Physician’s Signature                                      Date

Physician’s Name (printed or typed) ___________________________

Physician’s Address ___________________________

Physician’s Phone Number ___________________________
# Home Language Survey 2018 – 2019

In order for us to plan educational programs for our students and comply with the requirements of State Law, please complete the following questionnaire. We appreciate your cooperation in providing this information.

<table>
<thead>
<tr>
<th>Student</th>
<th>Number of Years in School in the U.S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Birth</td>
<td>Parent / Guardian</td>
</tr>
<tr>
<td>Birthplace (City, State, COUNTRY)</td>
<td></td>
</tr>
</tbody>
</table>

- **What language do you, the parents, use most often in your home?**
  - [ ] English
  - [ ] Spanish
  - [ ] Other (Please Specify)

- **What language do you, the parents, read in your home?**
  - [ ] English
  - [ ] Spanish
  - [ ] Other (Please Specify)

- **What language did your children learn to speak first?**
  - [ ] English
  - [ ] Spanish
  - [ ] Other (Please Specify)

- **What language is most often spoken by your child?**
  - [ ] English
  - [ ] Spanish
  - [ ] Other (Please Specify)

- **What language(s) do(es) your child use?**
  - [ ] English
  - [ ] Spanish
  - [ ] Other (Please Specify)

---

If you have indicated a language other than English in the above responses, please complete the following:

- What language does the mother speak to the child?
- What language does the father speak to the child?
- What language does the child speak to the mother?
- What language does the child speak to the father?

---

Has this student participated in a school-based bilingual or ESL program? [ ] Yes [ ] No
Has this student participated in a foreign exchange student program? [ ] Yes [ ] No

I hereby certify that the above information is true and correct to the best of my knowledge.

Parent / Guardian Name (Please Print) 

Parent / Guardian Signature [ ] Date ___/___/___

---

**FOR OFFICE USE ONLY:**

<table>
<thead>
<tr>
<th>Language Level:</th>
<th>FEP</th>
<th>LEP</th>
<th>Native English Speaker</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

Instrument Used

- [ ] Foreign Exchange Student [ ] Yes [ ] No
- [ ] Native Language Code [ ] 835 [ ] Spanish [ ] Other

Length of Time in LEP Program
Special Education Form
2018 – 2019

NOT APPLICABLE (Check Here If You Do
Not Receive SPED Services)

In order to provide continuity in the educational environment, it is important that Indiana
Agriculture & Technology Academy be informed of any special education services received by
your child in the past year.

Student Name ________________________________

Date of Birth _______________ Month  _______________ Day  _______________ Year

Current School ________________________________  Current Grade __________________

Has your child ever been tested or evaluated for Special Educational Services?
Yes ________  No ________

Was your child ever enrolled in any Special Education Programs?
Yes ________  No ________

If yes, please mark the exceptionality and describe the services your child was receiving:

_____ Communication Disorder  _____ Learning Disability
_____ Autism Spectrum Disorder  _____ Mild Mental Handicap
_____ Emotional Disability  _____ Other

Related Services:

_____ Occupational Therapy  _____ Physical Therapy

Does your child currently have an Individualized Educations Plan (IEP)?

Yes ________  No ________

If yes, please attach a copy of the current IEP.
**APPLICATION FOR FREE OR REDUCED PRICE MEALS AND OTHER BENEFITS**

Effective July 1, 2005 - One Application per Household

**Part 1. Children in school.** To apply for free or reduced price meals and other benefits for your child(ren), carefully complete, sign, and return this application to the school. If you need help with this application, please call the school.

<table>
<thead>
<tr>
<th>NAME OF CHILD (First Name, Ml, Last Name)</th>
<th>LIVING WITH PARENT or CARETAKER RELATIVE</th>
<th>BIRTHDATE</th>
<th>SCHOOL</th>
<th>GRADE</th>
<th>TANF or Food Stamp Case # (If you receive both benefits, list the TANF Case #)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YES - NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>YES - NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>YES - NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>YES - NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If ALL above children are Food stamp or TANF recipients – now skip to Part 5.

**Part 2.** If the child you are applying for is migrant, homeless, or a runaway, check the appropriate box and call your school’s homeless liaison, migrant coordinator at [phone #].

- Migrant
- Homeless
- Runaway

**Part 3. FOSTER CHILD**
If this application is for a child who is the legal responsibility of a welfare agency or court, complete this section and go to Part 5. (First Name, Middle Initial, Last Name)

<table>
<thead>
<tr>
<th>LIVING WITH PARENT or CARETAKER RELATIVE</th>
<th>BIRTHDATE</th>
<th>SCHOOL</th>
<th>GRADE</th>
<th>TANF or Food Stamp Case # (If you receive both benefits, list the TANF Case #)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES - NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ALL OTHER HOUSEHOLD TYPES**

**Part 4. LIST ALL HOUSEHOLD MEMBERS**

<table>
<thead>
<tr>
<th>NAME (Example: Jane Smith)</th>
<th>Earnings from Work Before Deductions</th>
<th>Welfare Payments, Child Support, Alimony</th>
<th>Pensions, Retirement, Social Security</th>
<th>All Other Income Received</th>
<th>Check If NO income</th>
</tr>
</thead>
<tbody>
<tr>
<td>$300 / week</td>
<td>$150 / biweekly</td>
<td>$200 / month</td>
<td>$100 / biweekly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>☐</td>
</tr>
<tr>
<td>2.</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>☐</td>
</tr>
<tr>
<td>3.</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>☐</td>
</tr>
<tr>
<td>4.</td>
<td>$ /</td>
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<tr>
<td>5.</td>
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<tr>
<td>6.</td>
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</tr>
<tr>
<td>7.</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
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<td>☐</td>
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<tr>
<td>8.</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>$ /</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Part 5. SIGNATURE:** I certify (promise) that all information on this application is true and that all income is reported. I understand that the school will get Federal funds based on the information I give. I understand that school officials may verify (check) the information. I understand that if I purposely give false information, my children may lose meal benefits, and I may be prosecuted.

**Part 6. OTHER BENEFITS** - This section does not need to be completed to receive free or reduced price meal benefits.

- Yes
- No

<table>
<thead>
<tr>
<th>SIGNATURE OF ADULT HOUSEHOLD MEMBER</th>
<th>Social Security Number</th>
<th>No Social Security Number</th>
<th>Home Telephone # / Work Telephone #</th>
</tr>
</thead>
</table>

**Printed Name of Adult Household Member**

<table>
<thead>
<tr>
<th>Date Signed</th>
<th>Home Address/Apt #</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

**SCHOOL USE ONLY:**

- Approved
- Denied
- Not Applicable
This application information may be shared with the Family and Social Services Administration for the purpose of identifying children who may qualify for free or low-cost health insurance under Medicaid or Hoosier Healthwise. If you want the application information shared for this purpose, please sign below. I certify I am the parent/guardian of the child(ren) for whom application is being made. I authorize the release of information for this purpose.

Signature of Parent/Guardian: ____________________ Date: ____________

For information about Hoosier Healthwise health insurance, call 1-800-889-9649.

### Part 7. RACE AND ETHNICITY:

Mark one or more racial identities:  [ ] Asian  [ ] Black or African American  [ ] American Indian or Alaska Native  [ ] Native Hawaiian or Other Pacific Islander  [ ] White

Mark one ethnic identity:  [ ] Hispanic or Latino  [ ] Not Hispanic or Latino

---

**Privacy Act Statement:** This explains how we will use the information you give us.

The Richard B. Russell National School Lunch Act requires the information on this application. You do not have to give the information, but if you do not, we cannot approve your child for free or reduced price meals. You must include the social security number of the adult household member who signs the application. The social security number is required when you apply on behalf of a foster child or you list Food Stamp or TANF case number for your child or when you indicate that the adult household member signing the application does not have a social security number. We will use your information to determine if your child is eligible for free or reduced price meals, and for administration and enforcement of the lunch and breakfast programs. We may share your eligibility information with education, health, and nutrition programs to help them evaluate, fund, or determine benefits for the programs, auditors for program reviews, and law enforcement officials to help them look into violations of program rules.

**Non-discrimination Statement:** This explains what to do if you believe you have been treated unfairly.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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### ANNUAL INCOME CONVERSION:

<table>
<thead>
<tr>
<th>FOR SCHOOL USE ONLY - DO NOT WRITE BELOW THIS LINE</th>
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<tbody>
<tr>
<td>WEEKLY INCOME X 52</td>
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</table>

### ELIGIBILITY DETERMINATION

Income Eligibility: Total Household Size: ______ Total Income: $________ per: Week: Month: Annual

OR Categorical Eligibility: Food Stamp  TANF  Migrant  Homeless  Runaway

Eligibility Determination: Approved Free  Approved Reduced price  Denied

Reason for Denial: Income Too High  Incomplete Application  Other(Reason): ____________________

Temporary: Free  Reduced Time Period:__________ (expires after ______ days)

Signature of Determining Official: ____________________ Date: ____________

Date Withdrawn: ____________

---

### VERIFICATION

Confirmation Review Official: ____________________

Date Verification Notice Sent: ____________

Date Response Due from Households: ______

Date Second Notice Sent (or N/A): ______

Approval Based On: ____________________

□ Food Stamp/TANF Case Number  □ Household Size and Income  Other

Verification Results: ____________________

□ No Change  □ Free to Reduced  □ Free to Paid

□ Reduced to Free  □ Reduced to Paid

Reason for Change: ____________________

□ Income: ____________________

□ Household Size: ____________

□ Change in Food Stamp/TANF  □ Did not respond  Other: ____________________

Date Notice of Change Sent: ____________

Date Change Made: ____________

Date Hearing Requested: ____________

Hearing Decision: ____________________

Verifying Official's Signature: ____________________ Date: ____________
ENROLLMENT LOTTERY STUDENT POLICY

The Indiana Agriculture & Technology Academy is a public charter school and is required by law to be open to any student wanting to attend. The school will have an open admissions procedure conducted in the following manner:

2018 – 2019 School Year (Year 1)

- Open enrollment period will be publicly advertised throughout the State of Indiana. Open enrollment will begin January 1, 2018.
- At the end of the open enrollment, if there are newer enrolled students than available spots, then a transparent and open lottery process will be conducted. An individualized open lottery will be held separately for each grade level. This lottery will be conducted by an independent 3rd party and proper 10-day notice will be given to the Nineveh-Hensley-Jackson United School Corporation.
- The lottery process will follow this procedure:
  o Even though we are a virtual school, each grade level will have a maximum enrollment number.
    (See Grade Range of Pupils to Be Enrolled)
  o Siblings of current students wishing to attend are afforded priority dependent upon availability in the grade level. (Siblings are defined as connected by legal guardianship and living at the same address.) A separate lottery will be held for siblings of re-enrolled students. Students will be randomly selected and placed on a waiting list in the order drawn. Vacancies will be filled based upon the order of the waiting list.
  o An open enrollment lottery will be conducted of all students registered by the end of the open enrollment period by grade. Students will be randomly selected and placed on a waiting list following the sibling lottery list. If the student is chosen and has a twin in that same grade, he or she will be excluded from the lottery and afforded an automatic spot in the school.
  o Students selected to fill vacancies have 30 days to accept and confirm their admission. Offers of admissions not accepted will be offered to the next student on the waiting list.
  o Applications accepted after the lottery process will be placed on the waiting list in order received. Application will be time and date stamped upon completion.
  o A parent can remove his/her child from the waiting list at any time.

2019 – 2020 School Year (Year 2)

- Once the lottery is conducted, any new students seeking enrollment for the current school year are subject to approval based upon current enrollment and next year’s enrollment for availability.
For the 2019-2020 school year, open enrollment period will be publicly advertised and last 4 weeks.

For the 2019-2020 school year, prior to the open enrollment period, all students currently enrolled will be given the opportunity to re-enroll for the next school year. Following the close of re-enrollment, re-enrolled students will be tabulated by grade level to determine availability of open spots.

At the end of the open enrollment, if there are newer enrolled students than available spots, then a transparent and open lottery process will be conducted. An individualized open lottery will be held separately for each grade level. This lottery will be conducted by an independent 3rd party and proper 10-day notice will be given to the Nineveh-Hensley-Jackson United School Corporation.

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- A parent can remove his/her child from the waiting list at any time.
Indiana Agriculture & Technology Academy
An Indiana Public Charter School
Student/Family/School Agreement

Indiana Agriculture & Technology Academy is open to all students, and is bound by applicable Indiana law governing charter schools. The Academy strives to exceed the academic, ethical, legal, and moral expectations required by Indiana law and the school's families.

The administration and staff of Indiana Agriculture & Technology Academy have the desire and obligation to provide the best education to the student body. Part 1 of the following agreement sets forth these obligations to students and parents. Part 2 of the agreement enumerates the obligations of the student and family. Please read the following carefully.

Part 1: Expectations of the School and Staff
The administration and staff of Indiana Agriculture & Technology Academy agrees to the following. We will:

1. Treat students and their families with respect and courtesy
2. Provide the best instructional strategies for the success of each student
3. Respond to parents/guardians and the students’ concerns in a timely manner
4. Closely supervise and provide guidance to students while at events or field trips to provide a safe learning environment
5. Conduct ourselves in a professional manner
6. Work closely with parents/guardians to implement the best and most appropriate learning situations within our abilities and resources
7. Identify students who are not making appropriate academic progress and ensure they and their parents/guardians are aware of opportunities to address this concern
8. Communicate with and make consistent efforts to inform parents/guardians of both the student’s strengths and challenges

Part 2: Expectations of the Parents/Guardians and Students
Indiana Agriculture & Technology Academy seeks to be an educational option that provides a challenging, rigorous education that exceeds Indiana state standards. We recognize that without parent/guardian support and sufficient student motivation, this environment may not foster student success for all. Therefore, students and parents/guardians agree to:

1. Provide (and update as necessary) current phone numbers, mailing address, email addresses, or other means of communication
2. Commit to timely and full participation in scheduled Academy academic events and classes
3. Communicate daily with the student concerning school work, review assignments, and provide appropriate assistance
4. Regularly check the student’s progress through appropriate means
5. Contact the appropriate teacher immediately if the student drops below a passing grade in any class
6. Provide a study atmosphere and support a regular study schedule at home
7. Assure the student arrives at events and/or field trips ready to learn in a timely manner
8. Be available to the Student Learning Advocate if the student requires additional assistance, counseling, or tutoring
9. Provide appropriate technology
10. To follow the policies set forth in the Academy Handbook, including academic policies and on academic performance alone

Part 3: Understanding the Agreement

DO NOT sign this agreement unless you are ready and willing to meet its conditions. Failure on the part of the parents/guardians or the student to meet the terms contained in this agreement will result in a referral to Academy administration. Students or families that do not adhere to the agreement may not be eligible to re-enroll in the Academy for the next academic year.

If at any time my child is not succeeding in the Academy, I (we) understand that the school staff will call on me (us) to aid in resolving any issues. These issues may include, but are not limited to: addressing behavior problems where appropriate, missing or incomplete class work, unsatisfactory class work, absenteeism, or other events or incidents that occur. When called on, I agree to respond in a timely and responsible manner.

Print Parent Name: ____________________________

Parent Signature: ____________________________

Date: __________________________

Print Parent Name: ____________________________

Parent Signature: ____________________________

Date: __________________________

Print Student Name: ____________________________

Student Signature: ____________________________

Date: __________________________
ATTACHMENT 7

Student Discipline Policies

All parents/guardians and students will be asked to sign the following three documents at the time of enrollment: Student/Parent Contract, Academic Honesty Policy, and Acceptable Use of Technology Policy. Consequences for infractions to any and all policies are clearly delineated.

Indiana Agriculture & Technology Academy
STUDENT/ PARENT AGREEMENT

Congratulations and welcome to your new school. We ask that you read the following agreement carefully, then sign and return it to the school.

1. I understand that I am responsible for my student adhering to the academic honesty policy as defined in the Student Handbook and in the Edgenuity Course Guides.
2. I agree to maintain regular contact with my student’s Teacher.
3. I understand that participation in standardized tests is mandatory and failure to comply with this requirement may result in my student’s dismissal from the school.
4. I understand that a parent or guardian must be available to the student while he or she is working on school assignments.
5. I understand that my student must log attendance 188 days each year, between the first day of the academic calendar and the last official school day in June of the following year.

All of the information I have provided in the enrollment forms or otherwise is true and accurate to the best of my knowledge.

I understand that failure to comply with any and all of the parts of the Parent Agreement may result in disciplinary actions and/or my child’s dismissal from the school.

________________________________________  ______________
Signature of Parent or Guardian                Date

________________________________________  ______________
Signature of Student                            Date

________________________________________  ______________
Signature of School Representative            Date
Student Discipline Policies

Students enrolled in Indiana Agriculture & Technology Academy courses are expected to do their own work. Any actions from students, parents, staff, or visitors that in any way interfere with the delivery of educational services, jeopardize the health, safety, and well-being of any student, teacher, or associate, or threaten the integrity and stability of the Edgenuity courses will not be tolerated.

The following are examples of infractions of the Academic Honor Code that may subject the student to disciplinary actions that could include or result in suspension or expulsion from the coursework if the action(s) occur during any learning opportunity:

- **Cheating** – Acting dishonestly, copying, or using someone else’s work is an unacceptable educational practice.

- **Plagiarism** – The act of taking someone else’s ideas, words, or writing, and attempting to pass them off as your own or using them in any way without permission is an unacceptable educational practice.

Academic Honor Code Instances of Violations

If any student is caught cheating or plagiarizing, at any time, the following actions may be taken:

**Academic Referral Violation** would be provided with first offense. The student will earn a failing grade (0%) for the assignment in which the cheating occurred, and a written warning (Academic Referral) will be documented. To earn up to half credit (50%), a student will be
given the opportunity to resubmit the work (with directions from the Teacher Facilitator for the first offense). If the work is not submitted within the required time frame designated by the Teacher Facilitator, a zero (0%) will be awarded.

- **Assignment Violation**: If two assignments (anything other than Mid Unit Quizzes, Exams, Final, and/or Major Course Requirements) are in violation of Academic Honor Code, then this would be counted as an *Academic Referral Violation* and an Academic Referral will be submitted. An Academic Referral will be filed for each and any Assignment Violation. The first Assignment Violation will be considered an *Academic Referral Warning*.

**Note**: If an Exam Violation is issued after a Warning Violation is filed, a student may immediately be considered for an Academic Referral Removal, rather than a second Assignment Violation being filed.

*Academic Referral Violation* would be submitted when two assignments are in violation Academic Honor Code Policy.

- **Exam Violation**: If Mid Unit Quizzes, Exams, or Finals and/or Major Course Requirements (this is including, but not limited to term papers, major projects/written assignments, etc.) are in violation of Academic Honor Code, then this would be considered an *Academic Referral Violation* and an Academic Referral will be submitted.

*Academic Referral Violation* would be submitted when exams are in violation of Academic Honor Code Policy.

*Academic Referral Removal* from a course would occur if a student violates the Academic Honor Code after an Academic Referral Violation has already been issued.
• When two separate instances of violation (this includes, but is not limited to, one Assignment Violation and one Exam Violation) of the Academic Honor Code have been completed by a student, the situation will be reviewed by the Teacher, Guidance Director, and an Administrator will determine if the student will be removed from course.

Insubordination – Not accepting directions or refusing to cooperate with any staff and/or administration is an unacceptable educational practice. Any student participating in an Edgenuity course who has posted an assignment, discussion board forum, emailed, or verbally communicated in a disrespectful tone or threatening manner to a Teacher or student may immediately result in parents being contacted. The dialogue will be removed from any public forum and this may result in an Academic Referral Violation and an Academic Referral may be filed. Any second offense will result in permanent removal from the discussion board, email, and any other communication tool used or another Academic Referral may be File.
INDIANA AGRICULTURE & TECHNOLOGY ACADEMY

Job Description

POSITION: Special Education Director (Full Time)

SALARY SCHEDULE: Negotiable/Exempt Salary Position

NUMBER OF DAYS WORK DAYS CONTRACTED: 12 Month Agreement

JOB GOAL:

The Special Education Director will manage educational service delivery for our students with special education needs. The Director will implement the Indiana Agriculture & Technology Academy students with Individual Disabilities Education Act (IDEA) procedures and ensure that the school operates in compliance with all Indiana and federal regulations. The SPE Director will make certain that the school is providing appropriate programs in the least restrictive environment for all students with special needs. Duties will include management of the pre-referral and Case conference processes, maintenance of student data, communication with parents, and collaboration with service providers throughout the state.

REQUIRED QUALIFICATIONS:

Minimum Bachelor’s degree from an accredited institution

Valid Indiana Educator’s Teacher’s License and Special Education Certification

Minimum 5 Years of Experience in Education

REPORTS TO:

Executive Director/Chief Academic Officer

EVALUATION TIMELINE:

Mid-Year and Year-End Evaluation

DESIRED QUALIFICATIONS:

- Minimum 5 Years in Education

- Professional development in the areas of:
  - Research-based exemplary practices in curriculum, instruction, and assessment
  - Excellent communication, interpersonal and problem solving skills required (oral and written)

Created August 2017
Knowledge of state and federal laws attributed with IDEA
Knowledge of online curriculum specifically with Special Education
Experience with analyzing quantitative and qualitative measures of learning required
Monitoring for student achievement
Learning Focused Strategies
Evaluation Processes

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to communicate effectively with all stakeholders in the Indiana Agriculture & Technology Academy Program in written and oral form, including electronic media, using positive interpersonal skills
- Highly skilled at implementing exemplary educational practices resulting in demonstrated student achievement gains
- Ability to organize, prioritize, manage and carry out duties efficiently and within established timeframes
- Knowledge of curriculum and instructional best practices for online learning specifically in the area of special education
- Knowledge of IDEA laws both on the state and federal level
- Exhibit knowledge of standards-based curriculum and instructional programs and practices for elementary, middle, and high school levels
- Demonstrate operational knowledge of Internet and Web-related technologies
- Ability to establish and maintains cooperative working relationships with students, parents, and Indiana Agriculture & Technology Academy staff

PERFORMANCE RESPONSIBILITIES:

Planning

- Assists with the all hiring of Special Education Teachers
- Collaboration with Leadership Team and Student Learning Advocates to ensure consistency with the total educational philosophy of Indiana Agriculture & Technology Academy
- Works with the Chief Academic Officer to evaluate the curriculum, schedule, philosophy, goals, and objectives reflecting Indiana Agriculture & Technology Academy and Indiana Department of Education
- Manage the implementation of the Indiana Agriculture & Technology Academy IDEA procedures, including procedures for IEP development, placement, evaluation and re-evaluation of students with disabilities
- Maintain documentation within the IEP program and the Learning Management System that captures and organizes special education timelines and data
- Oversight and accountability of Special Education Teachers schedule and operations impacting the student's ability to access, receive, and complete academic work
- Continue professional growth through self-directed, as well as defined professional development opportunities, which may include additional training, professional learning communities, outside research, and reading professional literature

Created August 2017
• Assist the Chief Academic Officer in conducting the needs analysis of the staff and identify training, coaching and mentoring opportunities for the Leadership Team and Student Learning Advocates
• Provide leadership with school-wide data analysis, as part of a professional development needs assessment
• Insure each senior with IEP’s has completed all graduation requirements

Programming
• Coordinate the set-up and delivery of IEP mandated services to students to all Special Education Teachers and Online Teachers
• Oversee the development, tracking, dissemination and proper implementation of IEP or 504 plan mandated accommodations for students with special needs during state testing events
• Implement instructional activities in conjunction with online teacher that contribute to a positive environment where students are actively engaged in meaningful learning experiences
• Explain log in procedures for accessing the student’s courses to assigned students
• Collaborate with Student Learning Advocates and Online teachers to provide differentiated instruction to meet the needs of all students
• Clearly articulates deadlines, schedules, and procedures to Student Learning Advocates and Online Teachers to ensure that students complete coursework in a timely manner
• Uses a variety of programs and software applications, as appropriate, to complete instructional and administrative tasks
• Provide leadership in staff induction training

Public Relations
• Communicate effectively, both orally and in writing, with students, parents, and other professionals
• Work directly with parents, as needed, to answer questions and ensure that all school actions are in compliance and that students are learning in the Least Restrictive Environment
• Provide direct consultation and guidance to online teacher, students and parents on matters relating to courses, procedures, and learning strategies
• Works with Chief Academic Officer supporting the process in providing information to community groups, schools, or parents about the Indiana Agriculture & Technology Academy
• Participate in community based extracurricular activities

Monitoring and Reporting
• Day to day management of Special Education Teachers
• Evaluation of Special Education Student Learning Advocate
• Meet professional obligations through efficient work habits such as meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner
• Monitors Student Learning Advocates on a regular basis and providing feedback
• Ensures that student growth and achievement is continuous and appropriate for age group, subject area, and/or program classification

Created August 2017
• Assist with Chief Academic Officer on the oversight and accountability of gathering data from students, Special Education Teachers and online teachers about how to improve operations to provide students with a better online learning experience and success rates
• Meet program expectations for progress monitoring and parent/student communication
• Complete appropriate Special Education reports for local, state, federal and educational agencies

Created August 2017
INDIANA AGRICULTURE & TECHNOLOGY ACADEMY

Job Description

POSITION: Student Learning Advocate (Full Time)

SALARY SCHEDULE: Based on Teacher Years’ Experience and Degree Level – Indiara Agriculture & Technology Academy School Salary Schedule

NUMBER OF DAYS WORK DAYS CONTRACTED: 12 Month Agreement

JOB GOAL:

Responsible for providing an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, physical, and psychological growth and for organizing and implementing an instructional program that results in students achieving academic success in accordance with Indiana Agriculture & Technology Academy and Indiana Department of Education policies and law. Works and collaborates with all Online teachers to ensure academic success of our students.

REQUIRED QUALIFICATIONS:

Minimum Bachelor’s degree from an accredited institution

Valid Indiana Educator’s Professional Certificate in the appropriate coverage (Middle and/or High School Specific Subject Area)

REPORTS TO:

Executive Director/Chief Academic Officer

EVALUATION TIMELINE:

Mid-Year and Year-End Evaluation

DESIRED QUALIFICATIONS:

• Experience in a like position

• Professional development in the areas of:
  o Research-based exemplary practices in curriculum, instruction, and assessment
  o Communication skills (oral and written)
  o Monitoring for student achievement
  o Student and parent conferencing skills
  o Learning Focused Strategies

Created August 2017
KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to communicate effectively with all stakeholders in the Indiana Agriculture & Technology Academy Program in written and oral form, including electronic media, using positive interpersonal skills
- Highly skilled at implementing exemplary educational practices resulting in demonstrated student achievement gains
- Ability to organize, prioritize, manage and carry out duties efficiently and within established timeframes
- Ability to use effective strategies in differentiating instruction
- Knowledge of curriculum and instructional best practices for online learning
- Exhibit knowledge of standards-based curriculum and instructional programs and practices for elementary, middle, and high school levels
- Demonstrate operational knowledge of Internet and Web-related technologies
- Ability to establish and maintains cooperative working relationships with students, parents, and Student Learning Advocates
- Demonstrate effective data-based problem-solving skills

PERFORMANCE RESPONSIBILITIES:

Planning

- Ensure that the student and parent has a copy of the Student/Parent Handbook
- Arrange for the best time for the weekly communication with the student and parent/guardian
- Collaboration with Online teacher to ensure consistency with the total educational philosophy of Indiana Agriculture & Technology Academy
- Develop, implement, and evaluate the curriculum, schedule, philosophy, goals, and objectives reflecting Indiana Agriculture & Technology Academy and Indiana Department of Education
- Continue professional growth through self-directed, as well as defined professional development opportunities, which may include additional training, professional learning communities, outside research, and reading professional literature
- Collaborate with SLA Entry/Exit person to assure that students have completed NWEA and any other recommended testing
- Assist with school-wide data analysis, as part of a professional development needs assessment
- Insure each senior has completed all graduation requirements
- Check each student’s attendance and course progress prior to your weekly student communication

Programming

- Implement instructional activities in conjunction with Online teacher that contribute to a positive environment where students are actively engaged in meaningful learning experiences
- Explain log in procedures for accessing the student’s courses to assigned students
- Collaborate with Online teacher to provide differentiated instruction to meet the needs of all students

Created August 2017
• Collaborate with the instructional team concerning student educational needs as requested by Online teacher
• Clearly articulates deadlines, schedules, and procedures to students and parents to ensure that students complete coursework in a timely manner
• Prepare and schedule students for taking all state-mandated tests
• Maintains contact with Online teacher and Leadership Team
• Assist students and parents with technical support requests relating to the course interface and student information systems
• Uses a variety of programs and software applications, as appropriate, to complete instructional and administrative tasks
• Participate in teacher induction training as scheduled by the Leadership Team

Public Relations

• Communicate effectively, both orally and in writing, with students, parents, and other professionals
• Work with students, parents, and schools in a positive, proactive manner
• Provide direct consultation and guidance to teacher, students and parents on matters relating to courses, procedures, and learning strategies
• Assist in providing information to community groups, schools, or parents about the Indiana Agriculture & Technology Academy
• Participate in community-based extracurricular activities as requested by the Leadership Team
• Write letters of recommendation and providing SAT and ACT information and/or referring students to the Registrar

Monitoring and Reporting

• Contact each student under your supervision, by phone, email, or in person. Students are to be contacted weekly, although some students may require more frequent contact. Accurate call logs must be kept and updated daily
• Meet professional obligations through efficient work habits such as meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner
• Maintains effective and efficient recordkeeping procedures
• Evaluate student performance on a regular basis and providing feedback to students, and parents, and teachers
• Ensures that student growth and achievement is continuous and appropriate for age group, subject area, and/or program classification
• Ensure that each student enrolled in the Indiana Agriculture & Technology Academy has accurate, up-to-date records working directly with the schools Teacher and Registrar
• Meet program expectations for progress monitoring and parent/student communication
• Maintain records of parent and student contact
• Refer students who are not complying with course or program policies to the Academic Director for start of ARS process
• Submit student for ARS process to SLA Entry/Exit person once approved by Academic Director

Created August 2017
Complete appropriate reports for local, state, federal and educational agencies if needed as directed by the Academic Director.
State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
INDIANA AGRICULTURE EDUCATION, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, February 03, 2017.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 06, 2017

CONNIE LAWSON
SECRETARY OF STATE

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch
ARTICLES OF INCORPORATION
OF
INDIANA AGRICULTURE EDUCATION, INC.

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

ARTICLE I
Name of Corporation

The name of the Corporation is "Indiana Agriculture Education, Inc."

ARTICLE II
Classification of Corporation

The Corporation is a public benefit corporation.

ARTICLE III
Purposes and Powers

Section 3.1. Purposes. The purposes for which the Corporation is formed are:

(a) To organize, develop, manage and operate a charter school(s) in the state of Indiana in accordance with the provisions of the Indiana Charter Schools Act, Indiana Code Section 20-24, et seq., as amended;

(b) To receive and disburse funds or other property incident to or necessary for the operation of said charter school(s); and

(c) In furtherance of the above-referenced purposes, to transact any and all lawful business for which corporations may be incorporated under the Act, provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable or educational purposes, and provided further that nothing herein contained shall empower the Corporation to engage, otherwise than as an insubstantial part of its activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
Section 3.2. Nonprofit Purposes.

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

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

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

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

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

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

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

(b) To engage in transactions, financial or otherwise, with a class of nonprofit corporations exempt from Federal taxation pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws. Such transactions shall include, but not be limited to, the transfer of assets, bargain sales, the borrowing or leasing of employees, the sharing of goods or services, the guarantee of the payment of principal, interest or other payment in whatever form on obligations evidenced by any form of indebtedness, and the guarantee of performance of any obligation of any members of said class of nonprofit corporations. Each member of said class shall be affiliated with the Corporation by:

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

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

(c) To cease its activities and to dissolve and surrender its corporate franchise; and

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

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

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

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

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

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

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

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

The period during which the Corporation shall continue is perpetual.

ARTICLE V
Principal Office and Registered Agent

Section 5.1. Principal Office. The post office address of the Corporation’s principal office is:

650 E. Carmel Drive, Suite 330
Carmel, IN 46032

Section 5.2. Registered Agent Name and Address. The name and address of the initial registered agent for the Corporation is:

Seamus Boyce
Church Church Hittle + Antrim
Two North Ninth Street
Noblesville, IN 46061

ARTICLE VI
Incorporator(s)

The name and post office address of the incorporator(s) of the Corporation is/are:

Allan Suthering
650 E. Carmel Drive, Suite 330
Carmel, IN 46032

ARTICLE VII
Members

The Corporation shall not have members as that term is described in the Act. The Corporation may, upon resolution of the Board of Directors, designate as “members” certain individuals, corporations, or other associations and organizations who satisfy certain criteria established by the Board of Directors and who support the purposes and programs of the Corporation. Such designations shall carry no legal significance under the Act and shall not entitle such “members” to any vote on Corporation matters or to attendance at Corporation meetings or any share or rights to distributions of any of the Corporation’s assets or income.
ARTICLE VIII
Board of Directors

Section 8.1. Number of Directors and Term of Office. The number of directors shall be as specified in or fixed in accordance with the Bylaws of the Corporation; provided, however, that the minimum number of directors shall be at least three (3). The term of office of a director shall be as specified in the Bylaws of the Corporation. Directors may be elected for successive terms. Terms of offices of directors may be staggered as specified in the Bylaws of the Corporation.

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

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

John R. Curtis, 650 E. Carmel Drive, Suite 330, Carmel, IN 46032
Thomas B. Sutherlin, 3670 Haverhill Drive, Indianapolis, IN 46240
Bradford Nicolas Barkley, 15208 Destination Drive, Noblesville, IN 46060

Section 8.4. Regulation of Corporate Affairs. The affairs of the Corporation shall be subject to the following provisions:

(a) Subject to the provisions of these Articles of Incorporation, the Bylaws of the Corporation, and applicable law, the Board of Directors shall have complete and plenary power to manage, control, and conduct the affairs of the Corporation.

(b) The power to make, alter, amend, and repeal the Bylaws of the Corporation shall be vested in the Board of Directors.

(c) No director of the Corporation shall be liable for any of the Corporation's obligations.

(d) All parties dealing with the Corporation shall have the right to rely upon any action taken by the Corporation pursuant to authorization by the Board of Directors by resolution duly adopted in accordance with the Corporation's Articles of Incorporation and Bylaws and applicable law.

(e) The Board of Directors may from time to time, in the Bylaws of the Corporation or by resolution, designate such committees as the Board of Directors may deem desirable for the furtherance of the purposes of the Corporation.

(f) Neither the Board of Directors nor the Corporation shall have power or authority to do any act that shall prevent the Corporation from being an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.
ARTICLE IX
Distribution of Assets on Dissolution

In the event of a complete liquidation of dissolution of the Corporation, or the winding up of its affairs, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all of the liabilities of the Corporation to the extent of available assets, distribute all of the assets of the Corporation exclusively for the purposes of the Corporation as follows:

First, all funds received by the Corporation from the Indiana Department of Education (the "Department"), if any, and not otherwise used by the Corporation as part of its operations prior to the effective date of dissolution, shall be returned to the Department not more than thirty (30) days after dissolution; and

Second, all remaining assets of the Corporation shall be distributed in such manner, or to such organization or organizations organized and operated exclusively for educational and exempt purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, as the Board of Directors shall determine, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE X
Indemnification

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

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

(b) an officer of the Corporation, or

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

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

Section 10.2. Other Rights Not Affected. It is the intent of this Article to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article. Nothing contained in this Article shall limit or preclude the exercise of, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification or advancement of expenses to any person who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual. Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of net earnings of the Corporation “to the benefit of any private shareholder or individual,” or an “excess benefit transaction” within the meaning of Sections 501(c)(3) or 4958 of the Internal Revenue Code of 1986, as amended, or similar provisions of any subsequent Federal tax laws.

Section 10.3. Definitions. For purposes of this article:

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

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

(c) The term “expenses” includes all direct and indirect costs (including, without limitation, attorneys’ fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

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

(e) The term “party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
(f) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

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

DATED this 20th day of January, 2017.

Allan Sutherland, Incorporator
Indiana Agriculture Education, Inc.
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

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

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt
INDIANA AGRICULTURE EDUCATION INC

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar
to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,
which describes your recordkeeping, reporting, and disclosure requirements.

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

Sincerely,

[Signature]

Director, Exempt Organizations
Rulings and Agreements
CHARTER SCHOOL BOARD MEMBER INFORMATION
*(To be completed individually by each proposed board member for the charter holder)*

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

As part of the application for a new charter school, Nineveh-Hensley-Jackson United School Corporation, requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

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

**Background**
1. Name of charter school on whose Board of Directors you intend to serve:

2. Your full name:

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

4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

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

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

2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
   ☐ I / we do not know any such persons. ☐ Yes
3. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.

☐ I/we do not anticipate conducting any such business. ☐ Yes

4. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

☐ Not applicable because the school does not intend to contract with an education service provider or school management organization.

☐ I/we do not know any such persons. ☐ Yes

5. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

☐ N/A. ☐ I/we have no such interest. ☐ Yes

6. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

☐ N/A. ☐ I/we or my family do not anticipate conducting any such business. ☐ Yes

7. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

☐ Does not apply to me, my spouse or family. ☐ Yes

8. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

☐ None. ☐ Yes

Certification

I, _____________________________, certify to the best of my knowledge and ability that the information I am providing to Nineveh-Hensley-Jackson United School Corporation as a prospective board member for Charter School is true and correct in every respect.

______________________________
Signature

______________________________
Date

NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION | Board Member Information Sheet
ATTACHMENT 15

Governing Board Code of Ethics

Members of the Governing Board will not engage in any activity that conflicts, or raises a reasonable question of conflict, with their responsibilities to the school. More specifically, Members will not:

- Use the school privileges for private gain.

- Solicit or receive compensation, other than that allowed by law, for performance of his/her duties. This precludes, among other things, acceptance of any gratuities, gifts, or favors that might impair or appear to impair professional judgment; and any personal dealings with any individual or entity with whom he/she, on behalf of the school, has any direct or indirect contact for purposes of obtaining from such individual or entity, noncompetitive contacts, services, or materials.

- Knowingly authorize or employ the authority or influence of his/her office to secure authorization of any contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.

- Offer any favor, service, or thing of value to obtain special advantage.

- Permit commercial exploitation of his/her professional position.
INDIANA AGRICULTURE & TECHNOLOGY ACADEMY
BOARD OF DIRECTORS
CONFLICT OF INTEREST POLICY

Article I
Purpose
The purpose of the conflict of interest policy is to protect the interest of ____________ when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any state laws governing conflicts of interest applicable to nonprofit public and charitable corporations in the State of Indiana.

Article II
Definitions
1. Interested Person
   Any director, officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest
   A person has a financial interest if the person has, directly or indirectly, through business, investment or family—
   a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
   b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
   c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

   Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. Family shall mean parents and children of such interested person.

   A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists. Financial interests shall not include an interest in a publicly traded company.

Article III
Procedures
1. Duty to Disclose
   In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material.

2. Determining Whether a Conflict of Interest Exists
   After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon.

   The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest
a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that result in the conflict of interest.

b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation’s best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. Violation of the Conflicts of Interest Policy

   a. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

   b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the board and all committees with board-delegated powers shall contain—

1. the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board’s or committee’s decision as to whether a conflict of interest in fact existed.

2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of all votes taken in connection therewith.

Article V

Compensation

1. In general it is the policy of the Corporation that all directors shall serve without compensation. However, if a voting member of the board of directors receives compensation, directly or indirectly, from the Corporation for services then that voting member of the Board of Directors is precluded from voting on matters pertaining to that member’s compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member’s compensation.

3. Any individual who receives compensation, directly or indirectly, from the Corporation, whether as an employee or an independent contractor, is precluded from membership on any committee whose jurisdiction includes compensation matters.

4. All compensation paid to executive employees, if any, of the Corporation shall be paid at Fair Market Value in Indiana and based on an independent compensation survey.
Article VI
Annual Statements

Each director, officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person—

1. Has received a copy of the conflicts of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ANNUAL STATEMENT

THE UNDERSIGNED, being a director, officer or member of the Committee for delegated power, hereby affirms the following:

1. I have received a copy of the Conflict of Interest Policy.
2. I have read and understand the Conflict of Interest Policy.
3. I agree to comply with the Conflict of Interest Policy.

I understand that ______________________ is a charitable organization and that in order to maintain its Federal tax exemption must engage primarily activities, which accomplish one or more of its tax exempt purposes.

Signed this ___ day of ______________, 20__.

______________________________________________________________

(PRINT NAME)
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## Indiana Agriculture & Technology Academy Start-up Plan/Timeline

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<td>Discussion, planning sessions with team.</td>
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<td>Submit Application to Nineveh-Hensley-Jackson United School Corporation</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>September 2017</td>
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<td>Public Hearing by Nineveh-Hensley-Jackson United School Corporation</td>
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<td>Approval of charter by Nineveh-Hensley-Jackson United School Corporation</td>
<td>Nineveh-Hensley-Jackson United School Corporation Board of Directors</td>
<td>September 12, 2017</td>
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<td>Submit Charter and all necessary documents to IDOE</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>September 13, 2017</td>
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<td>Apply for innovation grants with IDOE once charter is approved</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>October 2017</td>
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<td>Begin Marketing Plan, Launch website to begin student recruitment, and secure outside resources that will support the school</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>September 2017</td>
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<td>Finalize Academic Calendar and Board Policies</td>
<td>Indiana Agriculture &amp; Technology Academy &amp; Board</td>
<td>October 2017</td>
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<td>Identify Learning Centers throughout the state, prepare for opening by securing all contracts, insurance documents, and coverages</td>
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</tr>
<tr>
<td>Recruit and hire all key start up personnel</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>December 2017</td>
</tr>
<tr>
<td>Begin Enrollment Process</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>January 2018</td>
</tr>
<tr>
<td>Complete Board and all personnel training</td>
<td>Indiana Agriculture &amp; Technology Academy and Board</td>
<td>March 2018</td>
</tr>
<tr>
<td>Finish all training, staff orientation, continue recruitment efforts, assess all sites, complete all necessary preparations for opening of school</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>June 2018</td>
</tr>
<tr>
<td>Student/Parent Orientation</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>July 2018</td>
</tr>
<tr>
<td>Open Indiana Agriculture &amp; Technology Academy</td>
<td>Indiana Agriculture &amp; Technology Academy</td>
<td>July 2018</td>
</tr>
</tbody>
</table>
ATTACHMENT 20

Insurance Coverage This contains a list of the types of coverage the school will secure, including a description of the levels of coverage.

By statute the following will be included: Commercial General Liability: $1,000,000 per occurrence; $2,000,000 aggregate. NOTE: Such comprehensive general liability insurance must expressly cover corporal punishment liability and athletic participation medical coverage. Directors’ and Officers’ Liability/Educators’ Legal Liability/Employment Practices Liability: $1,000,000 per occurrence; $3,000,000 aggregate. Sexual Abuse Liability: $1,000,000. NOTE: Such Sexual Abuse Liability must be a separate policy or a separate coverage part with limits independent of other coverage parts in the general liability policy. Automobile Liability: $1,000,000 combined single limit. Umbrella (Excess Liability): $2,000,000 per occurrence; $2,000,000 aggregate. NOTE: Umbrella policy must include: commercial general liability, directors’ and officers’ liability/educators’.
Indiana Agriculture & Technology Academy

Policies and Procedures for the Office of Institutional Advancement and the Development Committee

Indiana Agriculture & Technology Academy and the School Governing Board
Indiana Agriculture & Technology Academy

Office of Institutional Advancement

The Office of Institutional Advancement exists to assist the community in achieving its philanthropic goals while furthering the mission of Indiana Agriculture & Technology Academy. Grouped under the umbrella of Institutional Advancement are the Development Office, Enrollment Office, and the Office of Marketing and Communications. The Office of Institutional Advancement will develop and nourish financial, political, and public support through alumni, development, community, and public relations programs carried out in keeping with the highest ethical and professional standards that govern our activities.

Development Policies and Procedures

Statement of Philosophy

Due to the generous financial support and time given by the community and the family of our school community, Indiana Agriculture & Technology Academy will provide a quality based education to thousands of students in the years to come.

As responsible stewards of the Office of Institutional Advancement and of the Development Committee, it is imperative that Indiana Agriculture & Technology Academy establish comprehensive policies and procedures to increase the effectiveness of charitable giving, marketing and communications, and student enrollment. In return, effective charitable giving, successful marketing and communications, and flourishing student enrollment will allow Indiana Agriculture & Technology Academy to operate efficiently and competently providing the best possible education to its students.

Authorization

Indiana Agriculture & Technology Academy encourages donors to make both outright and planned gifts. Outright gifts may include gifts such as cash, real estate, and marketable securities. The types of planned gifts encouraged include bequests, pooled income fund gifts, charitable gift annuities (immediate and deferred), charitable remainder trusts, charitable lead trusts, remainder interests, bargain sales, gifts of life insurance, endowment gifts, and retirement plan designations, as well as gifts involving
assets such as real estate, tangible personal property and intangible personal property of various types. Other gift arrangements are subject to approval by the Indiana Agriculture & Technology Academy School Governing Board.

**Policies**

1. **Primacy of charitable intent.** Indiana Agriculture & Technology Academy shall promote those gifts that serve to fulfill its mission and that comply with established legal and ethical fundraising laws and standards. To this end, Indiana Agriculture & Technology Academy reserves the right to refuse gifts that do not fulfill its mission or that violate any legal or ethical law or standard.

2. **Assistance to donors.** It is Indiana Agriculture & Technology Academy policy to serve, guide, provide financial/tax illustrations or otherwise assist donors who wish to support Indiana Agriculture & Technology Academy activities.

3. **Independent counsel encouraged.** Persons acting on behalf of Indiana Agriculture & Technology Academy shall not provide legal and/or tax advice to donors, but shall serve as a resource to donors and their independent advisors. In all cases donors shall be encouraged to discuss all proposed gifts with independent legal and/or tax advisors of the donor’s choice to ensure that the donor receives a full and accurate explanation of all aspects of proposed charitable gifts.

4. **Authorized to negotiate.** The Director of Institutional Advancement for Indiana Agriculture & Technology Academy, Executive Directors for Indiana Agriculture & Technology Academy, and Members of the School Governing Board of Indiana Agriculture & Technology Academy are authorized to negotiate gift agreements from prospective donors pursuant to policies and procedures approved by the School Governing Board as authorized in this document. Additional staff (e.g. the Director of Business Management) and legal counsel will be consulted as appropriate and informed as gifts are negotiated, particularly as their expertise is needed to evaluate the appropriateness and cost efficiency of potential gifts.
5. Signatory authority. All forms, agreements, and other documents necessary to accept and enter into gift arrangements as authorized in this document shall be signed by the Executive Directors for Indiana Agriculture & Technology Academy, Director of Institutional Advancement, or the Director of Business Management on behalf of Indiana Agriculture & Technology Academy.

6. Legal counsel review. All giving agreements requiring execution by Indiana Agriculture & Technology Academy, or which deviate from the arrangements outlined in this document, shall first be reviewed and approved by Indiana Agriculture & Technology Academy legal counsel and the donor's counsel.

7. Ethical standards. All gifts will be negotiated in compliance with the Model standards of Practice for the Charitable Gift Planner, and the Code of Ethical Principles and Standards of Professional Practices.

8. Reporting campaign totals. Unless otherwise indicated, all gifts and campaign totals shall be reported in accordance with the current Council for Advancement and Support of Education (CASE) Management Reporting Standards.

9. Donor recognition. Indiana Agriculture & Technology Academy offers individual recognition and stewardship of donors pursuant to the procedures stated herein. Donor recognition and stewardship shall be done in a manner that is fair and consistent for all donors, yet allowing a flexible approach that permits personalized opportunities for recognition that satisfies the interests of donors. All requests for donor anonymity shall be respected.

10. Confidentiality. Strict confidentiality shall be adhered to by Indiana Agriculture & Technology Academy and its staff with regard to any information, records, letters, and personal documents pertaining to donors, gifts, etc.
11. Financial accounting. All gifts shall be accounted for in the audited financial records of Indiana Agriculture & Technology Academy in a manner approved by the School Governing Board, Executive Directors for Indiana Agriculture & Technology Academy or designee with the appropriate accounting standards such as the current Financial Accounting Standards Board (FASB) statements.

12. Charitable gift annuities authorization. Indiana Agriculture & Technology Academy is authorized to issue charitable gift annuities, immediate and deferred, and invest assets contributed for annuities. Indiana Agriculture & Technology Academy may employ agents and advisors to facilitate the investment of these assets. Indiana Agriculture & Technology Academy shall endeavor to comply with the laws of all states in which gift annuities are offered.

13. Procedure for approval of exceptions. Where either the acceptance of a gift or a deviation of these policies requires approval by the School Governing Board as hereinafter set forth, such approval, in the event the decision needs to be made before a scheduled meeting, may be given by the Executive Directors for Indiana Agriculture & Technology Academy, upon recommendation by the Director of Institutional Advancement.

Procedures - Documentation

Receipts for gifts

A. Description: Indiana Agriculture & Technology Academy shall comply with all state and federal laws, rulings, and regulations with regard to providing donors a receipt for his/her gift, including Internal Revenue Code sections 170(f)(8) and 6115, 16 CFR Parts 1 and 602, and Reg. Sec. 1 170A-1 and 13 and any amendments to these rules.
B. Procedures

1. Cash contributions. Indiana Agriculture & Technology Academy shall provide a receipt, letter, or other written communication acknowledging receipt and appreciation, the name of the donor, the date of the receipt’s preparation (not necessarily the date of the gift in some cases), the amount of the gift, and all other statements to comply with current law (e.g. a statement that no goods or services were received by the donor in exchange for the gift) within ten working days of donations.

2. Contributions of assets other than cash. Indiana Agriculture & Technology Academy shall provide a letter or other written communication acknowledging receipt and appreciation for the gift, describing the assets donated (no dollar value needs to be stated as defined by law), the dollar amount credited to the donor for recognition purposes, and that no goods or services were received by the donor in exchange for the gift. In the case of stock gifts, an illustrative calculation (using the average of the high and low of readily ascertainable market value on the date of the gift) may be included. In the case of gifts of equipment or inventory for athletic, academic, co-curricular and buildings and grounds etc., the law may require statements of other specific assurances. In all cases of non-cash gifts, donors shall be advised of their responsibility to assign value for purposes of the income tax charitable deduction, using IRS form 8283.
3. Planned gifts. Indiana Agriculture & Technology Academy shall provide a summary of accounting and tax information to donors who establish planned gifts such as gift annuities and pooled income funds. These summaries may be accompanied by a copy of the deduction calculation, IRS form 8283 and instructions, gift document, etc. The summary may include an overview of the deduction calculation, projected income payout, capital gains tax and gift/estate tax ramifications, etc. In all cases, donors shall be encouraged to share this information with their accountants, attorneys, and other professional advisors.

Documentation of gifts

A. Description: Indiana Agriculture & Technology Academy shall request appropriate documentation for all gifts. Indiana Agriculture & Technology Academy requests documentation in order to assist donors, assure consistency and accuracy of information (e.g. correct spelling and location of Indiana Agriculture & Technology Academy), confirm donor recognition, fulfill any legal responsibilities, deal with any gift restrictions that may be impractical, illegal, or incapable of fulfillment and confirm gift expectations for future planning.

B. Procedures: The Director of Institutional Advancement and/or other appropriate staff shall respectfully request from donors, trustees, personal representatives, executors, etc. copies of any or all of the following documents as appropriate:

1. The portion of a will, trust, etc. containing a bequest to Indiana Agriculture & Technology Academy.
2. The complete document of any charitable remainder of lead trust, charitable gift annuity, pooled income fund agreement, retirement plan beneficiary designation, life insurance beneficiary or owner designation, partnership interest document, and/or any other planned gift instrument in which Indiana Agriculture & Technology Academy is the named owner, beneficiary, etc.

3. A memorandum of understanding, agreement, or other document defining a named endowment fund. Such memorandum may include the name of the fund, gift restrictions, expenditure of appreciation, etc.

4. A letter or card documenting a multi-year pledge, including the terms and timing of payments to be made to fulfill the pledge.

5. An annual report of Indiana Agriculture & Technology Academy interest in any trust, community foundation fund, etc. invested and managed by other individuals or organizations.

6. Any other document deemed appropriate and necessary.
Documentation of Gift Restrictions

A. Description: With regard to the acceptance and documentation of gifts with restrictions requested by the donor, Indiana Agriculture & Technology Academy shall comply with all applicable federal and state laws, rulings, and regulations. Donors shall be advised to consult their independent counsel as well.

B. Procedures:

1. Unrestricted gifts. Unrestricted gifts to Indiana Agriculture & Technology Academy shall not require confirmation from the donor that the gift is unrestricted.

2. Gift restrictions. Any gift with a restriction other than those stated below must be approved by the Director of Institutional Advancement, Executive Directors for Indiana Agriculture & Technology Academy and/or Principal of Indiana Agriculture & Technology Academy prior to the acceptance and receipt of the gift by Indiana Agriculture & Technology Academy. The follow gift restrictions do not require prior approval.
   a. Existing endowed named scholarship
   b. Other existing endowment fund
   c. Specific academic or non-academic department with no further specification as to the department’s use of the funds or if a specification is related to an educational purpose
   d. Capital Campaign Funds
Crediting of Gifts

A. Description: Indiana Agriculture & Technology Academy seeks to give credit to all donors for purposes of donor recognition and/or achievement of development goals in an equitable manner for the appropriate amount of planned and outright gifts. The crediting and recognition procedures are not intended to reflect the financial accounting procedures suggested by the Financial Accounting Standards Board and other such organizations.

B. Procedures:

1. Indiana Agriculture & Technology Academy shall adhere to fundraising and campaign reporting as provided in the most current reporting standards as promulgated by the Council for Advancement and Support of Education (CASE).

2. Donor personal recognition shall be provided according to the procedures outlined below, which may vary from the CASE standards for campaign or fundraising reporting.

Recognition of Gifts

A. Description: Indiana Agriculture & Technology Academy shall recognize all planned and outright gifts in equitable and appropriate manners. Donors or their personal representatives, family, guardians, etc. must consent prior to the award of any public recognition. All gifts, regardless of size and type, shall receive a timely thank you letter and gift acknowledgment. Additional recognition is allowed pursuant to the procedures stated below. In special circumstances, extraordinary recognition may be personalized for a donor as approved by the Director of Institutional Advancement or Executive Directors.
for Indiana Agriculture & Technology Academy. For example, in the case of matured planned gifts or memorial gifts, recognition may involve surviving family or friends as permitted and considered appropriate.

B. Procedures:

1. Annual Indiana Agriculture & Technology Academy Dinner
   Platinum Circle $2,500 and above
   Gold Level $501-$2,499
   Silver Level $500
   
   (New levels may be added if deemed appropriate by the Director of Institutional Advancement and approved by the School Governing Board).

2. Annual and Cumulative Recognition Levels. To be determined by the Office of Institutional Advancement.


4. Other Endowments. See “Endowed Gifts” for details.

5. Capital Named Gift Opportunities. Naming recognition may be provided to donors who contribute a gift to construction/renovation projects. Catalogs of these opportunities for named gift recognition will be supplied by the Office of Institutional Advancement.
6. Gifts from realized or matured planned gifts will be recognized as an annual contribution in the year received.

7. Matching corporate gifts shall be included as part of a donor’s contribution for recognition purposes. Upon receipt of a gift match, Indiana Agriculture & Technology Academy shall promptly provide a gift recognition acknowledgement to the matching corporate donor.

8. The Indiana Agriculture & Technology Academy Office of Institutional Advancement and/or School Governing Board may award special recognition in the manner and instances deemed appropriate.

Endowed Gifts

A. Description: Indiana Agriculture & Technology Academy, by action of its Board, manages its endowment in accordance with the Uniform Management of Institutional Funds Act (UMIFA), Indiana Code section, et. seq. Gifts may be designated as an unrestricted endowment or to establish named endowment funds for scholarships, etc.

B. Procedures:

1. The establishment of a named endowed scholarship is accomplished by a minimum gift (outright or pledged) of $25,000. The standards and policies for awarding such scholarships must be established in conjunction with the Director of Institutional Advancement.
2. Unrestricted gifts may be given to one of the established endowment funds.

3. Endowed gifts for any specific restricted purposes must be equal to an amount necessary to produce sufficient income to fulfill the donor's purposes over an indefinite period of time. Endowment fund calculations shall assume a spending rate of 5 percent with the balance invested to perpetuate the fund. Unless otherwise restricted by the donor pursuant to the provisions of UMIFA, appreciation of the gift principle may be spent for the purposes of the fund.

4. If an endowment fund is less than the minimum stated amount for a named fund, the donor may be recognized as deemed appropriate by Indiana Agriculture & Technology Academy.

5. All endowment fund gifts shall require the approval and signing of a memorandum of understanding or agreement. This agreement shall be signed by the donor(s) and the Executive Directors or Director of Institutional Advancement of Indiana Agriculture & Technology Academy.

6. Indiana Agriculture & Technology Academy shall provide all endowment fund donors with an annual report that reflects the present value of donor's endowment fund, as well as any annual expenditures made from that fund.
Use of funds

A. Description: The Executive Directors for Indiana Agriculture & Technology Academy in conjunction with recommendations from the finance committee of the executive council of the School Governing Board, reserves the right to make any decision to change the appointment of received funds with the approval of the School Governing Board, which will guarantee the funds are used in the best interest of the school. The following guidelines and criteria have been created for those funds that have already been established.

B. Procedures:

1. Capital Campaign Fund: The Capital Campaign fund is managed in collaboration with the Board of Directors for Indiana Agriculture & Technology Academy. The monies in the Capital Campaign Fund are collected to finance new construction and/or renovation to the Indiana Agriculture & Technology Academy facility. The use of monies in this fund is appointed by the finance committee of the executive council of the School Governing Board.

Grant Requests

Faculty and staff are encouraged to seek external sources of funding for program development, operations, and scholarly activities. Most projects are likely to be beneficial, but some may not — especially when matching dollars or significant staff time is at stake, or when no more than one proposal from Indiana Agriculture & Technology Academy should be submitted simultaneously. Consequently, any application for external funding should be analyzed to assess the long and the short-term impacts on the high school before the grant application submission is made. The
following procedures have therefore been developed to facilitate a timely and thorough review of that impact and to provide a clear procedure for obtaining needed approval prior to seeking external funding.

**Policy**

All projects of an institutional nature (i.e. curriculum development, faculty development, capital improvements) for which external funding is sought must be reviewed and approved by the Executive Directors or his/her designated representative before being submitted.

All projects of a narrow departmental nature — scholarly, programmatic activities affecting singular faculty/staff — or a continuation of an already funded and approved project must be reviewed by the Director of Business Management and Director of Institutional Advancement before being submitted.

As most proposals require the signature of the Executive Directors of Indiana Agriculture & Technology Academy or designated representatives, each submission shall therefore be reviewed and recommended for approval by the appropriate department chair, the Director of Business Management, and the Director of Institutional Advancement prior to submission to the Executive Directors office. These reviews are meant to ensure not only compatibility with the mission, program, and fiscal needs of the school, but also to comply with grantor’s requirements.

**Responsibilities**

Researching and writing grant proposals is the responsibility of the applicant, with the support of the appropriate Institutional Advancement staff member. Proposal development is also available upon request.

Budget development is the responsibility of the applicant, and must be developed with the support of the Director of Business Management and the finance committee of the
executive council of the School Governing Board. The Director of Business
Management and finance committee must approve all budgets prior to submission.

Any conflicts arising from the review process will be resolved by the Director of
Institutional Advancement or, if necessary, by the Executive Directors for the Indiana
Agriculture & Technology Academy.

Development Coordination

In order to assure a cohesive and efficient development process, to avoid embarrassment
caused by multiple or poorly timed appeals, and to prevent the abuse of community
support, the following guidelines regarding solicitations have been established.

Solicitation Coordination

No group, team, or agent of Indiana Agriculture & Technology Academy shall make a
personal solicitation for financial gifts without the expressed approval of the Office of
Institutional Advancement.

Corporate Sponsorships

No group, team, or agent of Indiana Agriculture & Technology Academy shall solicit an
outside business or corporation for funds or sponsorship without the expressed approval
of the Office of Institutional Advancement. A complete “Request for Permission to
Obtain Corporate Sponsorship” form must be completed and approved by the office
before a solicitation is made.

Special events and fundraising campaigns

No group, team, or agent of Indiana Agriculture & Technology Academy shall organize
or participate in a special event or fundraising campaign without the expressed approval
of the Office of Institutional Advancement. A complete “Request for Permission to Sponsor a Fundraising Event or Sale” form must be completed and approved by the office before a solicitation is made.