The Boards of Directors Of
East Chicago Focus Academy d/b/a Gary Middle College West (“GMC West”)
Gary Middle College, Inc. d/b/a Gary Middle College East (“GMC East”)
Charter School Combination Application
Presented to Indiana Charter School Board
May 1, 2021

Part I. General Information and Narrative:

1. Existing Schools

Surviving Charter School

Organizer/Charter School: East Chicago Focus Academy, Inc. d/b/a Gary Middle College West
4030 West 5th Avenue, Gary IN 46406

Authorizer: Indiana Charter School Board
James Betley, Executive Director
jbetley@icsb.in.gov
317-232-7584

Designated representative: Arlene Colvin, Board Chair
acolvin@gary.gov
219-614-5759

Board Members:
Arlene Colvin, chair, 2420 Marshall Place, Gary, IN 46404, phone: 219-614-5759
Alyce Butler, vice chair, 8411 Hickory Ave., Gary, IN 46403
Nadine McDowell, treasurer/secretary, 418 Arthur St., Gary, IN 46404
Arlene Mitchell Pace, member, 5680 Pierce St., Merrillville, IN 46410
Dana Gore, member, 5920 Roosevelt St., Merrillville, IN 46410
Theo McClendon, member, 957 Whitcomb St., Gary, IN 46404
Lisa Edwards, member, 2773 W. 19th St., Gary, IN 46404
Katrina Hudson, member, 1580 State St., Hobart, IN 46342

Merged Charter School

Organizer/Charter School: Gary Middle College, Inc. d/b/a Gary Middle College East
131 E. 5th Avenue, Gary IN 46402

Authorizer: Ball State University, Office of Charter Schools
Dr. Robert Marra, Executive Director
ramarra@bsu.edu
317-400-5249

Designated representative: Arlene Colvin, Board Chair
acolvin@gary.gov
219-614-5759

Board Members:

Arlene Colvin, chair, 2420 Marshall Place, Gary, IN 46404, phone: 219-614-5759
Alyce Butler, vice chair, 8411 Hickory Ave., Gary, IN 46403
Nadine McDowell, treasurer/secretary, 418 Arthur St., Gary, IN 46404
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Dana Gore, member, 5920 Roosevelt St., Merrillville, IN 46410
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Lisa Edwards, member, 2773 W. 19th St., Gary, IN 46404
Katrina Hudson, member, 1580 State St., Hobart, IN 46342

2. Brief Description of Reason for Combination:

The two schools are located 3.5 miles apart on 5th Ave (one on the west side of Gary and the other on the east side of Gary), share the same board members, mission, student population, and much of the same staff. Indeed, to the families they serve, they are virtually indistinguishable from one another beyond having two convenient locations for students to attend. Yet, by being two different Local Educational Agencies with two different authorizers, the school incurs duplicative overhead costs in systems such as student information management, insurance costs for two boards and two staffs, two audits, two financial and payroll databases, duplicate academic site licenses, etc. Staff time is also wasted – and taken away from serving students – by having to prepare duplicative compliance reports, twice the number of financial statements, duplicate academic reports – and everything needs to be done twice to two different authorizers. This inefficiency even reaches to the Board level, by requiring two completely different Board meetings for different authorizers to address what is often essentially the same governance and policy issues, resulting in inefficient governance that takes away from the Board's mission and responsibilities to serve students and parents effectively. By merging the two entities, all of these inefficiencies will be eliminated, resulting in more funds being available for the classroom, and more efficient use of Board and staff time to serve parents and students. Best of all, the merger requires no change in location or staff between either entity, resulting in a seamless change for students and no disruption in service for families.

Part II: Organizational Structure

1. Organizational Charts for each charter school and education service provider. (see attached)

2. Current Configuration of both schools, grades offered, enrollment and maximum approved enrollment.

GMC East and GMC West are Indiana's only "hybrid" 9-12 high schools, serving all ages of youth and adults from traditional high school age as well as the adult learner population. As of fall count, GMC East serves 96 traditional-aged students and 60 adult learners and GMC West serves 64 traditional students and 44 adult learners. Both schools are approved by their respective authorizers to serve a maximum of 200 students each, with 250 of that 400-student-total approved by the state legislature to be adult learners.

3. Legal structure of proposed combination

   The merger of the two organizations is relatively simple:

- GMC East to merge into GMC West, with West being the "surviving entity" and East "merged".
- Liabilities: Neither school has any significant liabilities (mortgages, debts) beyond some small liabilities for teacher summer pay, which will be settled in the merger.
- Assets:
  - GMC West
    - No real property.
    - Some personal property (technology).
    - Cash assets of approximately $400,000.
  - GMC East
    - One real property asset - single-story commercial building that it leases to West; approximate value $300,000.
    - It currently leases the facility it resides in.
    - Some personal property (technology).
    - Cash assets of approximately $900,000.
- Assets of GMC East as the merged entity will be transferred to GMC West under the terms of a merger agreement to be drawn up under the provisions of Indiana Non-Profit Law, once the merger has been approved by all relevant parties. It is anticipated that since GMC East is being merged under law, and not dissolved, the "cessation" provisions of IC 20-24-3-3 will not apply.

4. Organization chart and description of post combination structure. (see attached)

5. Resolutions from the governing boards in support of merger. (see attached)

6. Provide notice that Ball State University Office of Charter Schools has been notified of proposed merger.

   Email sent from Board Chair of GMC East sent to Executive Director of Ball State Office of Charter Schools Dr. Robert Marra; Copy sent to James Betley on May 3, 2021.

Part III: Governance

1. List governing board members of surviving entity, officer roles

   Arlene Colvin, chair, 2420 Marshall Place, Gary, IN 46404, phone: 219-614-5759
   Alyce Butler, vice chair, 8411 Hickory Ave., Gary, IN 46403
   Nadine McDowell, treasurer/secretary, 418 Arthur St., Gary, IN 46404
   Arlene Mitchell Pace, member, 5680 Pierce St., Merrillville, IN 46410
   Dana Gore, member, 5920 Roosevelt St., Merrillville, IN 46410
   Theo McClendon, member, 957 Whitcomb St., Gary, IN 46404
   Lisa Edwards, member, 2773 W. 19th St., Gary, IN 46404
   Katrina Hudson, member, 1580 State St., Hobart, IN 46342

2. Provide updated Articles of Incorporation and Bylaws for surviving corporation. (see attached)

   The original Articles of Incorporation for the Surviving Entity will remain the same, as that entity is not changing. The Bylaws have required some minor updating to reflect the name change, and two provisions more in line with ISCB policies (naming of registered agent; number of meetings per year.) Otherwise, the governance structure remains unchanged.

3. Provide evidence of surviving governing board's capacity to oversee the merged schools.

   The surviving board members are the same as the current board members for both of the two schools in the proposed merger. Six of the board members have served on the founding of GMC East and West and all eight served as founders of GMC West. They are residents of the Gary area with three living in adjacent communities of Hobart and Merrillville. The board members have significant knowledge of Gary and the community at large and have significant experience in education, government, non-profits and health fields. As noted, the merger actually increases the Boards' capacity to serve in a more engaged and meaningful way by reducing duplication and allowing them to focus more effectively.

4. Services agreement. (see draft attached)

5. Describe any changes to an existing service agreement (if applicable):

   While there have been no significant changes to fee structure or services provided, and the contract term remains commensurate with the length of the charter agreement, the service agreement has been reviewed to be more reflective of ISCB policy.

6. Provide completed ICSB Statement of Economic Interest and Conflict Forms for each governing board member of the surviving entity.

   We are currently completing this item and will submit the completed forms to the ICSB. No member of the Board has any economic interest in or conflict with the school or the education service provider.

Part IV: Community Impact

1. Describe impact of proposed merger on community and education partnerships.

   There will be no negative impact of proposed merger on any existing community and education partnerships. As noted, the merger is expected to increase efficiencies and reduce confusion with the community and partners in that they will now be able to reach students of each location simultaneously while only engaging with one leadership and administration.

2. Describe outreach/engagement each organizer and school has conducted to solicit the school community's feedback on proposed combination. Submit evidence of such feedback.

   The two school boards have openly discussed the possibility of a combination of the two schools for the past year at each board meeting, with each board meeting publicly posted and open to the public. Aside from the public board meetings, there have been no separate events or public meetings to discuss combining the two schools. The two sites will continue to exist and serve the community and will assume one name—Gary Middle College.

3. Provide a communication plan for existing families, students and staff regarding the proposed combination.

The communication will be quite simple as this is not a dramatic change in any way to the end user—staff and students. The board will work with the principal to write a letter stating that the two schools are now working under one name—Gary Middle College. There will be no interruption of service, no change in locations, no staff changes, no changes in education model, hours of operation, etc. We will also merge the two websites for the two schools into one.

Part V. Finance

1. Complete ICSB's 5-year Budget Projection Workbook for the surviving school. (see attached)

2. In the budget narrative, describe potential impact of combination of expenses and revenues, highlight cost savings, including administrate and staff costs, operational costs, occupancy costs, transportation costs, debt, or other obligations.

   Areas of cost savings:

   - Duplicate student information systems: $10,000
   - Lease payments for GMC West: $75,000
   - Duplicate audit fees: $25,000
   - Duplicate payroll and accounting systems: $15,000
   - Duplicate technology site licenses: $15,000

   ANNUAL TOTAL: $140,000

3. Provide copy of recent audit of the school or schools part of the proposed combination. (see attached)

Part VI. Operations

1. Describe how combination will affect enrollment, including the transfer of students between schools, etc.

   The enrollment will not be negatively impacted by the merger/combination of the two schools. The two schools will serve a combined total of 282 students. We will request the ability to serve 400 students when the two schools are combined into one school organization. While enrollment is down currently due to COVID, prior school years have reached a combined total of over 350 students. Students will still be able to choose to attend the site that meets their needs best.

2. Describe how combination will affect existing academic programming at the schools, etc.

The combination of the two schools into one school will not negatively impact nor change the operations of the educational program at all, given that the schools currently operated under identical academic models. It is anticipated that the merger will actually increase academic offerings for all students, including ELL and students with disabilities, since the cost savings of the merger will allow for resources no longer needed for duplicative operational costs to be put back into student support where they should be.

3. Describe the effect the combination of admin, instructional and other staffing for surviving school, etc.

   The combination will actually make the staffing more efficient, as the two schools currently "share" staff at this time. This requires staff to note time and effort between schools, keep separate time sheets, separate records for different reporting needs, etc. With the consolidation under one LEA, administrative and instructional staff will spend less time on administrative and operational tasks, and be able to focus more on student support. Students and staff will be able to move more seamlessly between buildings to suit their needs.

Part VII: Academic Performance

1. Provide the performance dashboard for all data for all non-ICSB authorized schools. (see attached)

2. Provide a signed assurance from each governing board chair that the combination is not being undertaken to avoid state or authorizer accountability. (see attached)

ATTACHMENT II: 1 – Current Organization Charts

INDIANA STATE CHARTER BOARD
(authorizer)

↓

WEST
GARY MIDDLE COLLEGE
Board of Directors
(organizer/charter school)

↓

GEO FOUNDATION
GREATER EDUCATION OPPORTUNITIES
(non-profit management company)

BALL STATE UNIVERSITY
(authorizer)

↓

EAST
GARY MIDDLE COLLEGE
Board of Directors
(organizer/charter school)

↓

GEO FOUNDATION
GREATER EDUCATION OPPORTUNITIES
(non-profit management company)

ATTACHMENT II: 4 – Post-Merger Organization Chart

- GMC East has been merged into GMC West; West is the surviving entity
- Both original locations remain active with GMC West in control/ownership of both
  - East: 131 East 5th Avenue
  - West: 4030 W. 5th Avenue

INDIANA STATE CHARTER BOARD
(authorizer)

↓

GARY MIDDLE COLLEGE
Board of Directors
(organizer/charter school)

↓

GEO FOUNDATION
GREATER EDUCATION OPPORTUNITIES
(non-profit management company)

RESOLUTION OF THE BOARD OF DIRECTORS
of

GARY MIDDLE COLLEGE, INC (d/b/a Gary Middle College East)

WHEREAS, The Board of Directors of GARY MIDDLE COLLEGE, INC. d/b/a Gary Middle College East ("GMC East") recognizes that GMC East shares an academic and financial operating model with EAST CHICAGO FOCUS ACADEMY, INC d/b/a Gary Middle College West ("GMC West"), and

WHEREAS, both schools are less than four miles away from each other and serve the same community and the same student population, and

WHEREAS, the schools currently face duplicate operational costs and compliance, governance, and management tasks that would be eliminated or reduced by combining the schools into one, and

WHEREAS, the cost and time savings from such a merger would provide direct and substantial benefit to students and families with minimal or no disruption to the educational process, THEREFORE

BE IT RESOLVED, that BOARD OF DIRECTORS of GMC East resolves to merge GMC East under GMC West, in accordance with all relevant provisions of the Indiana Nonprofit Corporation Act of 1991 (as amended) ("Non-Profit Act"), and Indiana Charter School Act, IC 20-24 *et seq*, ("Charter Act"), according to the following provisions:

1. The Surviving Entity shall be East Chicago Focus Academy, Inc. d/b/a Gary Middle College West.
2. The Surviving Entity shall receive GMC East's legal name of Gary Middle College, Inc., and all other legal names, including d/b/a names, shall be retired.
3. The Governing Board shall be the following members:
    a. Arlene Colvin, Board Chair
    b. Alyce Butler, Vice Chair
    c. Nadine McDowell, Secretary Treasurer
    d. Lisa Edwards
    e. Dana Gore
    f. Theodore McClendon
    g. Arlene Mitchell Pace
4. The two campus locations of the surviving entity shall be
    a. 131 East 5th Avenue, Gary, IN 46402
    b. 4030 West 5th Avenue, Gary IN 46406
5. All assets currently owned by the merged entity, GMC East, shall transfer to the surviving entity, GMC West.
6. GMC East has no significant debts or liabilities. To the extent any are discovered during the discovery process (copier leases, etc.) GMC West will assume the liability until such time new agreements can be negotiated.
7. All staff currently employed by GMC East will become staff of GMC West with no loss of pay, seniority, benefits, or other employment status.
8. The surviving entity will contract with the Greater Education Opportunities Foundation to continue educational services with no interruption.

9. Final Articles of Merger and other relevant documentation will be drafted and filed with the Indiana Secretary of State's Office upon merger approval from the Indiana Charter School Board.

This Resolution approved by the Board of Gary Middle College, Inc. at its meeting on MAY 7, 2021.

Arlene Colvin

Arlene Colvin, Board Chair

Nedra McDowell

Secretary

RESOLUTION OF THE BOARD OF DIRECTORS
of

EAST CHICAGO FOCUS ACADEMY, Inc. d/b/a Gary Middle College West

WHEREAS, The Board of Directors of EAST CHICAGO FOCUS ACADEMY, INC d/b/a Gary Middle College West ("GMC West") recognizes that GMC West shares and academic and financial operating model with GARY MIDDLE COLLEGE, INC. d/b/a Gary Middle College East ("GMC East") and

WHEREAS, both schools are less than four miles away from each other and serve the same community and the same student population, and

WHEREAS, the schools currently face duplicate operational costs and compliance, governance, and management tasks that would be eliminated or reduced by combining the schools into one, and

WHEREAS, the cost and time savings from such a merger would provide direct and substantial benefit to students and families with minimal or no disruption to the educational process, THEREFORE

BE IT RESOLVED, that BOARD OF DIRECTORS of GMC West resolves to merge GMC West as the surviving entity with GMC East, in accordance with all relevant provisions of the Indiana Nonprofit Corporation Act of 1991 (as amended) ("Non-Profit Act"), and Indiana Charter School Act, IC 20-24 *et seq*, ("Charter Act"), according to the following provisions:

1. The Surviving Entity shall be East Chicago Focus Academy, Inc. d/b/a Gary Middle College West.
2. The Surviving Entity shall receive GMC East's legal name of Gary Middle College, Inc., and all other legal names, including d/b/a names, shall be retired.
3. The Governing Board shall be the following members:
    a. Arlene Colvin, Board Chair
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    d. Lisa Edwards
    e. Dana Gore
    f. Theodore McClendon
    g. Arlene Mitchell Pace
4. The two campus locations of the surviving entity shall be
    a. 131 East 5th Avenue, Gary, IN 46402
    b. 4030 West 5th Avenue, Gary IN 46406
5. All assets currently owned by the merged entity, GMC East, shall transfer to the surviving entity, GMC West.
6. GMC East has no significant debts or liabilities. To the extent any are discovered during the discovery process (copier leases, etc.) GMC West will assume the liability until such time new agreements can be negotiated.
7. All staff currently employed by GMC East will become staff of GMC West with no loss of pay, seniority, benefits, or other employment status.
8. The surviving entity will contract with the Greater Education Opportunities Foundation to continue educational services with no interruption.

9. Final Articles of Merger and other relevant documentation will be drafted and filed with the Indiana Secretary of State's Office upon merger approval from the Indiana Charter School Board.

This Resolution approved by the Board of East Chicago Focus Academy, Inc. at its meeting on MAY 7, 2021.

Arlene Colvin

Arlene Colvin, Board Chair

Secretary

BYLAWS
OF

Gary Middle College, Inc.

DRAFT

Amended and Restated May ___, 2021

ARTICLE I: General

Section I: Name

The name of the corporation is changed from East Chicago Focus Academy, Inc. to Gary Middle College, Inc.(the "Corporation").

Section 2: Initial Registered Office and Initial Registered Agent

The post office address of the registered office is 4030 West 5th Avenue, Gary IN 46406. The registered agent in charge of the office shall be the current Chair of the Board, and listed as the registered agent with the Indiana Secretary of State's Office.

Section 3: Fiscal Year

The Fiscal Year of the Corporation shall begin on the first day of July, and shall end on the last day of June in the following year.

ARTICLE II: Board of Directors

Section 1: Directors

The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation (the "Articles") and these Bylaws. The Board of Directors shall have no less than five members, and no more than eleven.

Members of the Board of Directors will serve a three-year term. Terms of the founding members may be staggered as deemed necessary. At the first meeting of each fiscal year, the Board of Directors shall elect all officer positions for the year.

Section 2: Quorum and Approval of Actions

A majority of the Directors must be in attendance at the beginning of a meeting to constitute a quorum for the transaction of any business properly to come before the Board of Directors. The approval of a majority of the Directors present at a meeting in which a quorum is present shall be considered the act of the Board of Directors.

Section 3: Regular Meetings

The Board of Directors shall hold a minimum of four (4) regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transaction such business as properly may come before the Board.

Section 4: Compliance with Indiana Open Door Law

Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law, (currently codified at IC 5-14-1.5-1), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board.

Section 5: Resignation, Removal. and Vacancies:

Any director may resign at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall take effect at the time specified, or, if no time is specified, at the time of receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective.

A director may be removed for cause by a majority of the directors then in office. Cause shall include, but not be limited to:

(a) Violations of applicable law, including (but not limited to);

1. Violations of Indiana Charter School Law; and
2. Actions that would jeopardize the tax-exempt status of the Corporation or would subject it to intermediate sanctions under the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code").

(b) Breach of Fiduciary Duty, including, but not limited to, a violation of the applicable standard of care under the Articles, these Bylaws, or applicable law.

(c) Breach of any governing document relating to the Corporation, including, but not limited to, the Articles, these Bylaws, and the Charter Agreement.

(d) Inadequate attendance at meetings of the Board of Directors, as defined as absence from three consecutive meetings, or from at least 25% of such meetings within one calendar year.

Any vacancy on the Board of Directors created by the resignation or removal of a director shall be filled by a majority of the directors then in office.

Section 6: Educational Management Organizations

Should the Board of Directors elect to engage an educational management corporation ("EMO") to manage the operations of the charter school for which the Corporation is responsible, (the "School"), no member of the Corporation's Board of Directors may have any pecuniary interest in such EMO.

ARTICLE III: Officers

Section 1: In General

The Officers of the Corporation shall consist of a Chair, a Vice-Chair, a Secretary, and a Treasurer. An officer may not simultaneously hold more than one office, with the exception of the Secretary/Treasurer offices. Each officer shall be elected by the Board of Directors and shall serve for one year, or until the officers successor is duly elected.

An officer shall be a member of the Board of Directors. Any officer may be removed by the Board of Directors at any time for cause as that term is defined herein in Article II, Section 9. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected.

Section 2: Chair

The Chair shall preside at all meetings of the Board of Directors of the Corporation and shall be responsible for implementing the policies established by the Board of Directors, as well as other duties as prescribed by the Board.

Section 3: Vice Chair

The Vice Chair shall serve in place of the Chair during times in which the Chair is otherwise unavailable.

Section 4: Secretary

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

Section 5: Treasurer

The Treasurer shall prepare and maintain, or shall cause to be prepared and maintained, correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping according to proper audit and accounting principles. The Treasurer shall furnish, or shall cause to be furnished, a statement of the financial condition of the Corporation when requested by the Board of Directors or the Chair, and shall perform other duties usual to such position as the Board of Directors or Chair may prescribe.

Section 6: School Treasurer

The Board of Directors shall also elect a School Treasurer who shall manage the day-to-day fiscal affairs of the school and who shall report to the elected Board Treasurer and full Board on a regular basis. The School Treasurer shall have fiscal and signing authority on all school accounts, and shall be authorized to open accounts, prepare and sign checks, enter into contracts, and conduct business on the school's behalf, subject to the Board's oversight. The School Treasurer position shall not be an officer or member of the Board and shall not hold any voting privileges.

ARTICLE IV: Conflicts

Section l: General Policy

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

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

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves of any of their relatives, including spouses, ancestors, and descendants, from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a director, or director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except by where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.

(e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as prescribed by the Board, and may include information regarding a person's participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board shall be responsible for oversight of all disclosures or failures to disclose, and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2: Effect of Conflict Provisions

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

ARTICLE V: Indemnification

Section l: Indemnification by Corporation

To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article V) to have acted in good faith, in what her or she reasonably believed to be the best interests of the Corporation, and with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful The termination of any claim, action, suit, or proceeding by judgment, settlement, (whether with or without court approval), or conviction, or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article V.

Section 2: Definitions

(a) As used in this Article V, the phrase "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim; civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

   (i) By reason of his or her being or having been a director, officer, employee, or agent of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or

   (ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or

   (iii) By reason of any action taken or not taken by him or her in any such capacity, whether or not her or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article V, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article V, the term "wholly successful" shall mean (i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against
him or her, (ii) approval by a court, with knowledge of the indemnity provided in this Article V, of a settlement of any action, suit, or proceeding, or (iii) the expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same without any payment or promise made to induce a settlement.

Section 3: Entitlement to Indemnification

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

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Section 4: Relationship to Other Rights

The right of indemnification provided in this Article V shall be in addition to any rights to which any person may otherwise be entitled.

Section 5: Extent of Indemnification

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

Section 6: Purchase of Insurance

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

ARTICLE VI: Contracts, Checks, Loans, Deposits and Gifts

Section 1: Contracts

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

Section 2: Checks

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

Section 3: Loans

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

Section 4: Deposits

All funds of the Corporation shall be designated to its credit in such bank, banks, or depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5: Gifts

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

ARTICLE VII: Amendments

These Bylaws may be amended, altered, or repealed by a vote of two-thirds majority of the members of the Board of Directors currently serving in a duly called meeting.

These Bylaws are hereby adopted by proper motion by the Board of Directors at their meeting on ________________, 2021

Attest,

____

Chair

____

Secretary

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
12/27/2016 07:55 AM

ARTICLES OF AMENDMENT

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	201604261138562
BUSINESS TYPE	Domestic Nonprofit Corporation
BUSINESS NAME	EAST CHICAGO FOCUS ACADEMY, INC.
PRINCIPAL OFFICE ADDRESS	1630 N Meridian St, S 350, Indianapolis, IN, 46123, USA
DATE AMENDMENT WAS ADOPTED	12/27/2016

EFFECTIVE DATE

EFFECTIVE DATE	12/22/2016

SIGNATURE

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT AND THE VOTE BY WHICH THEY WERE ADOPTED CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, THE ARTICLES OF INCORPORATION, AND THE BYLAWS OF THE CORPORATION.

THE UNDERSIGNED OFFICER OF THIS NONPROFIT CORPORATION EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 22**, **2016**

SIGNATURE	Dana Teasley
TITLE	General Counsel

Business ID : 201604261138562
Filing No. : 7463649

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
12/27/2016 07:55 AM

ARTICLES OF INCORPORATION

OF

EAST CHICAGO FOCUS ACADEMY, INC.

as Amended December 22, 2016

East Chicago Focus Academy, Inc. (the "Corporation") organized pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), hereby amends its Articles of Incorporation as follows:

ARTICLE I: Name

The name of the Corporation is East Chicago Focus Academy, Inc.

ARTICLE II: Classification of Corporation

The Corporation is a public benefit corporation.

ARTICLE III: Purposes and Powers

Section 3 .1. Purposes. The Corporation is formed to organize and operate a charter school in the state of Indiana in accordance with the provisions of the Indiana Charter Schools Act, Ind. Code 20-5.5, et. seq., as amended. In furtherance of the aforesaid purposes, to transact any and all lawful business for which corporations may be incorporated under the Act, provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable educational 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 hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation, and to do all of the things incidental thereto or connected therewith which are not forbidden by law.

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

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

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

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

(b) The Corporation shall not engage in any act of self-dealing that would subject any person to the taxes imposed on acts of self-dealing by Section 4941 of the Internal

Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

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

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

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

ARTICLE IV: Distribution of Assets on Revocation/Dissolution

If the Sponsor revokes the charter before the end of the term for which it is granted, or does not renew the charter, or the charter is otherwise terminated before the end of the terms for which it is granted, the provisions of Indiana Code 20-24-7-9 concerning distribution of local or state funds that remain to be distributed to the charter school shall apply.

In the event of the complete liquidation or dissolution of the Corporation, or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all the assets of the Corporation exclusively for the purposes of the Corporation as follows:

First, the remaining assets of the charter school shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school, then to any outstanding debt to the common school fund;

Second, all remaining funds received by the Corporation from the Indiana Department of Education ("Department") shall be returned to the Department not more than thirty (30) days after dissolution.

Third, as said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code; therefore:

> Upon the dissolution of the organization, after the conditions in the first two paragraphs above are met, any remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V: Term of Existence

The Corporation shall have perpetual existence.

ARTICLE VI: Registered Office and Registered Agent

Section 6.1 : Registered Office and Registered Agent: The registered office and agent are as follows:

Dana Teasley

1630 N Meridian St., Suite 350

Indianapolis, IN 46202

Section 6.2: Principal Office: The post office address of the principal office of the Corporation is as follows:

1630 N Meridian St., Suite 350

Indianapolis, IN 46202

ARTICLE VII: No Members

The Corporation shall have no members.

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
12/27/2016 07:55 AM

ARTICLE VIII: Board of Directors

Section 8.1 Number and Term of Office. The number of directors shall be as specified in or fixed in accordance with the Bylaws of the Corporation. The term of office of a director shall be as specified in the Bylaws; provided, however, that the term of an elected director shall not exceed five (5) years. Directors may be elected for successive terms. Terms of office of directors may be staggered as specified in the Bylaws.

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 law.

ARTICLE IX: Name and Address of Incorporator

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

Dana Teasley

1630 N Meridian St., Suite 350

Indianapolis, IN 46202

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

Dated this 22nd Day of December, 2016

Dana L Teasley

(Written signature)

DANA L TEASLEY

Dana L. Teasley

(Printed signature)

AGREEMENT FOR SERVICES

DRAFT

DATE: JULY 1, 2021

PARTIES:

SERVICE PROVIDER: Greater Educational Opportunities Foundation, Inc.
3145 N. Meridian St.
Indianapolis, IN 46208

CHARTER SCHOOL: Gary Middle College, Inc.
4030 West 5th Ave
Gary, In 46406

RECITALS:

A. Gary Middle College, Inc. (formerly East Chicago Focus Academy, Inc.) ("Organizer") is a Non-Profit, 501 (c)(3) entity, operating a public charter school in Gary, Indiana ("School"). On ________, the Organizer received an Amended Charter Agreement from the Indiana State Charter Board to operate a Charter School in Gary, Indiana, commencing on July 1, 2021, and renewable on July 1, 20__.

B. Service Provider, Greater Education Opportunities Foundation ("Service Provider"), has served as an Educational Service Provider for Charter Schools in Indiana and other states since 2002, and during that time has developed a successful educational model ("GEO Academies Model") that Organizer wishes to implement at Gary Middle College, Inc.

C. Organizer and Service Provider shall operate the Charter School pursuant to the provisions of the Charter Agreement, in accordance with its exempt status under Code Section 501(a) and 501 (c) (3), and all relevant federal, state, and local laws, statutes, and regulations, including, but not limited to, any applicable provisions prohibiting or restricting private benefit or private inurement.

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

A. ENGAGEMENT

1. Prior Approval of School Authorizer. Both Service Provider and the Organizer acknowledge and agree that this Agreement is subject to the participation of the School Authorizer, and will thereafter be governed by and subject to the terms and

conditions of the Charter Agreement, which is incorporated by reference herein as Exhibit A.

2. Engagement. Subject to the terms and conditions set forth in this Agreement, the Organizer hereby engages Service Provider for the purpose of providing management, operational and administrative services necessary for the operation of the School, as more particularly described in ______of this Agreement (collectively, the "Services"), and grants to Service Provider the right, power and authority to carry out the Services. Service Provider hereby accepts such engagement, and agrees to provide the Services, subject to the terms and conditions set forth in this Agreement.

3. Limitations.

   a. No provision of this Agreement shall interfere with the Organizer's ability to perform its obligations under the Charter Agreement. The School shall at all times remain legally responsible to the Authorizer for the oversight of the Service Provider and for ensuring that the terms and conditions of the Charter Agreement are satisfied.

   b. At no time shall any employee or board member of the Service Provider hold a position on the Board of Directors for the School.

   c. Service Provider shall at all times be held accountable by the School for the terms set forth in the Charter Agreement and for the Performance Criteria outlined in the Accountability Plan.

B. SERVICES

To facilitate proper implementation of the GEO Academies Model, at the request of the School, Service Provider shall be responsible for all educational, operational and administrative services necessary for the operation of the School, including, but not limited to, the following:

1. Human Resources:

   a. All staff at the School shall be employees of the School, not the Service Provider. However, Service Provider shall be responsible for selecting, hiring, developing, disciplining, and terminating if necessary, the School Leader (or, Principal), and the Principal will report to the Service Provider, under the employment of the School. The School Leader will be responsible for hiring all School staff in cooperation with Service Provider, and following all employment practices as developed by Service Provider.

   b. Service Provider shall be responsible for all employment-related duties regarding payroll, taxes, withholding, reporting, benefits, staffing schedules, wage structures, and personnel policies, evaluation of staff against performance objectives and other human resource issues as applicable for all employees involved in performance of service.

2. Curriculum. Service Provider shall supervise the Principal in implementing the curriculum as approved in the Charter.

3. Enrollment. Service Provider shall supervise the Principal in implementing the Enrollment plan as approved in the Charter.

4. Student Management and Accountability. Service Provider will support an accountability and student data software system that will enable the School and Service Provider to gather data and provide accountability reports required by the Charter Agreement, the Indiana Department of Education, and other stakeholders, and provide other reports reasonably requested by the School.

5. Food Service. Service Provider shall negotiate agreements with independent food service providers and shall be responsible for monitoring the quality control of its selected food service program.

6. Food Accounting System. Service Provider shall either manage or subcontract for a computerized food accounting and billing system and manage the School's participation in the National School Lunch program in accordance with the terms of the program, and record-keeping and reporting requirements of the National School Lunch Act, as amended from time to time.

7. School Accounting System. Service Provider shall utilize on the School's behalf an accounting system that shall conform with the requirements of the Indiana Unified Accounting Code, as overseen by the Indiana State Board of Accounts, and all financial reporting requests of the Authorizer.

8. Transportation. Service Provider shall develop, implement, and maintain a School transportation plan as provided for in the Charter Agreement.

9. Budget. Subject to the approval of the Governing Board, Service Provider shall develop and maintain annual and revised budgets as required for the operation of the School. The Budget may be amended from time to time as deemed necessary by Service Provider and the Governing Board.

10. School Treasurer - Service Provider shall provide, subject to School approval, a Treasurer for the School finances, to operate in accordance with all Indiana State Board of Accounts, Indiana Department of Education, and other federal, state, and local regulations. The Treasurer shall not be an officer of the school, and shall not be a voting member of the Board.

11. Accounting and Payment Services; Handling of Funds. School shall not enter into contracts with outside vendors (other than Service Provider) for

accounting and payment services without Service Provider approval. In return, Service Provider agrees to provide or to cause to be provided, the accounting and payment services for the School, as follows:

a. Establish and maintain the charts of account, including all journals and ledgers, check register and payroll records, as required in the Charter Agreement and as prescribed by the State Board of Education and State Board of Accounts.

b. Prepare monthly bank reconciliations for the School's accounts.

c. Prepare and deliver to the School quarterly financial statements, at a minimum, and such further interim reports as the parties may mutually determine to be necessary.

d. School shall be the recipient of all public funds that are disbursed to fund the operations of the School and all other funds to which the School is entitled.

e. Service Provider shall open and maintain bank accounts and/or other depositary accounts in the name of the School as authorized by the School from time to time. Service Provider shall maintain the School's funds in separate accounts from Service Provider's funds and shall not commingle such funds. Any funds deemed necessary to transfer between accounts shall be clearly accounted for with supporting documentation.

f. Service Provider shall comply with all terms and conditions established by any funding source, including, but not limited to, federal and state grant reporting on behalf of School.

12. <u>Exclusions:</u>
Services specifically excluded under this agreement, but may be negotiated between the parties for a separate fee and included in the annual budget include:
  a. Technology
  b. Legal Services
  c. Marketing
  d. Capitol Projects Development
  e. Professional Development Services

C. FEES

The Service Fee due to the Service Provider shall be calculated as a flat fee on an annual basis, approved by the Governing Board, and incorporated in the School's budget prior to the beginning of each school year. The fee shall be set at no higher than 10% of total annual revenues.

Fees shall be clearly and fairly negotiated between the parties prior to each school year and shall not be based on enrollment or as a percentage of revenues, bonuses, incentives, or operating surplus.

D. RELATIONSHIP OF THE PARTIES

1. Service Provider as Independent Contractor. Service Provider shall perform the Services as an independent contractor, and shall perform the Services using commercially reasonable efforts

.

2. Non-Assumption of Liabilities. The Organizer and the Service Provider shall not, by entering into and performing under this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the School that have not been approved by Service Provider.

1. Ownership of Assets Purchased for Use at the School. Excluding existing proprietary assets of Service Provider, or those assets developed by Service Provider without the use of state or federal funds, all assets purchased for the School with School funds shall remain the property of the School.

2. Division of Responsibilities. The School shall at all times remain responsible for all meeting all responsibilities of the Charter Contract with the Authorizer, including specifically, but not limited to, fiscal, legal, and policy responsibilities. The School shall further be responsible for holding the Service Provider accountable for meeting all responsibilities as outlined in this Service Agreement, however, by doing so, this does not relieve the School of its legal responsibilities under the Charter Contract.

3. Indemnification.

   Organizer agrees to indemnify the Service Provider against any claims by third parties arising from the conduct of the Governing Board.

   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 School or Service Provider "to the benefit of any private shareholder or individual," or an "excess benefit transaction" within the meaning of Code Sections 501(c)(3) or 4958, or similar provisions of any subsequent Federal tax laws.

4. Criminal Background Checks. All Service Provider employees and School staff, and/or contractors of Service Provider or School, who have direct,

ongoing contact with children at the School within the scope of their employment or performance of services, shall be subject to criminal background check requirements.

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

E. TERM AND TERMINATION

Term. This Agreement shall have an initial term that commences on the day of signing, as indicated above, and shall be in effect for - and not to exceed - the length of the charter, inclusive of renewals, unless properly terminated under the terms below:

1. Termination. The parties hereby agree that this Agreement may be terminated under the following conditions:

    a. By both Parties if they agree in writing to the termination.

    b. If this Agreement or its implementation would jeopardize the nonprofit or tax-exempt status of the School or Service Provider, would create adverse tax consequences for the School or Service Provider, or would cause the School or the Service Provider to be in violation of applicable law; or

    c. Upon the revocation of the Charter Agreement or the Charter Agreement's expiration without renewal; or

    d. The School may terminate this Agreement prior to the end of the terms specified above in the event that Service Provider shall fail to remedy a material breach to the School's reasonable satisfaction within 45 days after written notice from the School. Material breach includes, but is not limited to, receipt by the School of unsatisfactory reports regarding significant and ongoing failures of Service Provider in educational performance which it is directly responsible for and are not adequately corrected or explained, or failure to meet the performance criteria outlined in the Accountability Plan.

    e. Service Provider may terminate this Agreement if, in its own judgment, the relationship between the parties has become detrimental to one or both; Such termination must be provided in writing 120 days in advance.

f. In the event this Agreement is terminated by either Party for any reason: Service Provider shall assist and cooperate with the Charter School in the transition of the provision of services from Service Provider to the Charter School, or another service provider, so as to minimize the disruption to the Students, if such termination occurs during the school year, or should it be the intention of the Governing Board that the charter school shall remain open and operating in its normal course following the termination. Service Provider shall provide to the Governing Board of the charter school copies of all student records not otherwise in the possession of the Organizer at no additional cost. If the school is closing, and in accordance with the procedures outlined in IC 20-24-9-4.5, Service Provider shall provide such records within ten (10) days of the termination date.

g. In the event the term of this Agreement expires or is terminated by either party, Service Provider shall be entitled to that portion of the Fees earned, as of the date of such expiration, termination or resignation and not yet paid.

F. MISCELLANEOUS PROVISIONS

1. Compliance with Laws. Service Provider shall comply with all applicable law and all applicable terms and conditions of the Charter Agreement.

2. Modification. This Agreement may be amended only by mutual written agreement of the parties hereto and may not be modified in any other manner, and must be submitted to the Executive Director for approval before amendment is executed.

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

4. Notice. All notices, requests, demands, and communications under this Agreement shall be in writing to both of the other parties. Delivery of such writings shall be considered effective upon receipt. Only personal service with a

signed confirmation or service by certified mail to the addresses on this Agreement will be considered effective. Service by facsimile will NOT be considered effective.

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

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

7. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Indiana.

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

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

10. Addenda. Addenda to this agreement may be executed at any time provided such addendums are in writing and signed both parties. Where the terms of the addendum can be construed to contradict this original Agreement, the document shall be construed to give effect to the terms of the addendum. Such addenda shall not affect the remaining terms of this original Agreement, and upon proper

execution, shall be considered part of the original Agreement as one and the same instrument.

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

"SERVICE PROVIDER"

Greater Educational Opportunities Foundation, Inc.

By: ________________________________

Printed: ____________________________

Title: ______________________________

"ORGANIZER"

By: ________________________________

Printed: ____________________________

Title: ______________________________

Reviewed by Legal Counsel on behalf of Organizer

____
Name, Attorney #

INDIANA STATE BOARD OF EDUCATION

TO:	Gary Middle College
FROM:	Timothy Schultz, Hearing Officer, Indiana State Board of Education
RE:	Appeal by Gary Middle College of its 2015-16 Letter Grade
DATE:	April 5, 2017

Finding: Gary Middle College's appeal of its 2015-16 category placement of an "F" grade should be granted.

I. Facts

Gary Middle College ("GMC"), a public charter school serving grades 9-12, received a letter grade of "F" for the 2015-16 school year. GMC appealed the "F" grade due to concerns regarding the failure to designate GMC as an Adult High School and the weights associated with the College and Career Readiness ("CCR") and Graduation Rate Calculation ("GRC") goals contained 511 IAC 6.3.

II. Argument and Analysis

Adult High School: GMC contends that it fits the requirements for the Adult High School and should be graded using that model. As part of the appeal process, the State Board of Education's ("Board") Senior Director of Accountability and Assessment reviewed the calculation of GMC's grade using the Adult High School model. Upon review of GMC's data points, it was determined that it would be appropriate to calculate the GMC's category placement utilizing the Adult High School model. However, applying the Adult High School model does not alter the school's overall grade.

College and Career Readiness and Graduation Rate Adjustment: GMC also requests that its CCR and GRC goals under the new Adult High School model should be adjusted for the 2015-16 school year. In support of GMC's request, the school noted that the CCR goal contained in the new Adult High School model became effective in the middle of the 2015-16 school year. GMC contends that due to the mid-year enactment of the revised regulation, the new model was applied to students that had already graduated. Thus, GMC's category placement was negatively impacted as the school had to apply the new model to students who no longer attended the school. Additionally, as the new rule became effective in the middle of the 2015-16 school year, it was impractical for GMC to implement the revised CCR and GRC requirements contained in the new Adult High School model during that school year. While it is not appropriate to revise the CCR and GRC goals for only one school, GMC has demonstrated that its category placement was negatively impacted by the new Adult High School model becoming effective during the school year.

For the foregoing reasons, GMC's appeal should be granted and the school's "F" grade should be changed to null.

INDIANA STATE BOARD OF EDUCATION ACTION

The Indiana State Board of Education, at its April 5, 2017 meeting, adopted the decision of the Hearing Officer by a vote of 8-0.

Timothy Schultz, Hearing Officer

Indiana State Board of Education

Emma Jay, Certified Legal Intern

Indiana State Board of Education

GMC-E

	Enrollment #s as of 10/1 (PE count)	Attendance Rate	Retention Rate	Grad Rate	# of graduates	Graduation to Enrollment % (25% is benchmark)	CCR %	# of Grads enrolled in College the Fall Immediately After High School	Total DC courses earned (for all grads combined)	Demographics of graduates reported on GR report								
										Gender: Male	Gender: Female	Race/ Ethnicity: Black	Race/ Ethnicity:Hispanic	Race/ Ethnicity:White	Race/ Ethnicity:Multiracial	SES: Free	SES: Reduced	SES: Paid
17-18	226	58.94%	26.92%	27.66%	53	45.49%	83.02%	4	86 college courses	19	34	50	2	1	0	33	0	20
18-19	242	47.41%	28.87%	16.05%	30	27.60%	92.60%	7	83 college courses	12	18	27	2	1	0	17	0	13
19-20	199	57.38%	28.64%	13.21%	23	25.30%	79.20%	2	39 college courses	11	12	21	0	1	1	16	0	7
20-21	164	34.67%																

*20-21 attendance rate is from 8/10/20- 5/11/21; not official

GARY MIDDLE COLLEGE
A PUBLIC CHARTER SCHOOL SERVING GRADES 9-12

STATEMENT OF ASSURANCE
May 1, 2021

On behalf of the Board of Directors of Gary Middle College, Inc., d/b/a Gary Middle College East I hereby affirm that the Merger Request to merge Gary Middle College East into East Chicago Focus Academy, Inc. d/b/a Gary Middle College West is not being undertaken to avoid state or authorizer accountability.

Arlene Colvin

Arlene Colvin, Board Chair
Gary Middle College East

520 Washington Street | Gary, IN 46402
Phone: 219.888.7120 | Fax: 219.886.6646
www.GaryMiddleCollege.org

STATEMENT OF ASSURANCE
May 1, 2021

On behalf of the Board of Directors of East Chicago Focus Academy, Inc. d/b/a Gary Middle College, West, I hereby affirm that the Merger Request to merge Gary Middle College, Inc. d/b/a Gary Middle College East into GMC West is not being undertaken to avoid state or authorizer accountability.

Arlene Colvin

Arlene Colvin, Board Chair
Gary Middle College West

4030 West 5th Avenue | Gary, IN 46406
Phone: 219.888.7120 | Fax: 219.886.6646
www.GaryMiddleCollege.org

Betley, James R (ICSB)

From: Dana Teasley <dTeasley@geoacademies.org>
Sent: Monday, May 03, 2021 4:17 PM
To: Betley, James R (ICSB)
Cc: Kevin Teasley; Arlene Colvin
Subject: Fw: Merger of Gary Middle College East and West

Good afternoon, James.

On behalf of Arlene Colvin, please find attached notification to Ball State University, Authorizer of Gary Middle College East, that the Boards are proposing combining the schools.

Please let us know if you need further documentation.

Regards,
Dana

From: Arlene Colvin <acolvin@gary.gov>
Sent: Monday, May 3, 2021 3:54 PM
To: Dana Teasley <dTeasley@geoacademies.org>; Kevin Teasley <Kteasley@geoacademies.org>
Subject: FW: Merger of Gary Middle College East and West

Arlene Colvin, Esq.
Director
Community Development Department
401 Broadway | Suite 300
Gary, IN 46402
219-881-5075 (Office)
acolvin@gary.gov

City of GARY

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From: Marra, Robert
Sent: Monday, May 3, 2021 2:53 PM
To: Arlene Colvin
Cc: Lowery, Kendra
Subject: Re: Merger of Gary Middle College East and West

Arlene
Thank you for the update and let me know what OCS can/needs to do. Bob
Sent from my iPhone

On May 3, 2021, at 3:07 PM, Arlene Colvin <acolvin@gary.gov> wrote:

Good afternoon, Bob.

I thank you for your assistance in our exploration of the possibility of merging of GMC West with GMC East. Since we were looking to accomplish the merger by the beginning of the next school year, we also engaged in discussions with the State Charter School Board about merging GMC East with GMC West.

The State Charter Board views our application request a little differently from the BSU OCS and believes it can meet our time table. Accordingly, while you may have been aware, I wanted to formally let you know that we are submitting an application to that Board to merge GMC East with GMC West.

Thank you for all your help.

Arlene Colvin, Esq.
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